

ACCESS SERVICE

6. Switched Access Service (Cont'd)6.8 Rate Regulations (Cont'd)6.8.25 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) IntelliLight Dedicated SONET Ring (Cont'd)

(a) Terms and Conditions (Cont'd)

IDSRs are available for 3, 5 and 7-year commitment periods. The 3 and 5-year plans apply to ports, nodes, and mileage. The 7-year plan applies only to nodes and mileage. IDSR ports are also available on monthly terms. Nodes and ports* added subsequent to the initial installation may be coterminous to the expiration date of the IDSR provided the addition is prior to the 21st month for a 3-year plan, prior to the 36th month for a 5-year plan, or prior to the 50th month for a 7-year plan. Nodes added after the aforementioned periods require extending the commitment period for an additional one-year for a 3-year plan, an additional 2 years for a 5-year plan, or an additional 3 years for a 7-year plan. However, ports in a Month-to-Month plan may be added at any time.

Monthly recurring charges apply for the nodes, ports, and the mileage between nodes. Once a term period expires, the prevailing rates of the current plan will continue until the customer cancels service or requests a new term plan.

Nonrecurring charges for IDSR apply for the initial installation of ports on a month-to-month term and to subsequent installations for all ports and nodes. Additionally, first and additional charges apply to the subsequent installation of like ports at the same node at the same time.

Changes in Month-to-Month ports are treated as disconnects and subsequent installations.

Changes from OC12 to OC12/3 and OC12/3 to OC12 Nodes are treated as upgrades. Subsequent installation nonrecurring charges are applicable.

* A mix of enhanced nodes and those nodes that are not enhanced is prohibited. Ports requiring enhanced nodes may not be added to nodes that are not enhanced.

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6. Switched Access Service (Cont'd)

6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Description (Cont'd)

(1) IntelliLight Dedicated SONET Ring (Cont'd)

(a) Terms and Conditions (Cont'd)

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6.8.25 IntelliLight Services (Cont'd)

(C) Service Description (Cont'd)

(1) IntelliLight Dedicated SONET Ring (Cont'd)

(a) Terms and Conditions (Cont'd)

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6.8 Rate Regulations (Cont'd)

6.8.25 IntelliLight Services (Cont'd)

(C) Service Description (Cont'd)

(1) IntelliLight Dedicated SONET Ring (Cont'd)

(a) Terms and Conditions (Cont'd)

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(C) Service Descriptions (Cont'd)

(1) IntelliLight Dedicated SONET Ring (Cont'd)

(b) Termination Liability

Termination liability applies to IDSR service and is charged per rate element on all nodes and ports, except Month-to-Month ports for which the one-month minimum service charge applies.

IDSR service may be canceled without termination liability when cancellation of the IDSR service occurs within thirty (30) days of the date of a Telephone Company initiated rate increase of eight percent (8%) or more on any rate applicable to the IDSR service.

Termination liability will not apply if a customer changes to a longer-term commitment period.

Termination liability will not apply to a customer upgrade (change to a higher capacity IDSR service), if all of the following conditions are met:

- (1) A new commitment period commences with the upgrade.
- (2) The new expiration date extends beyond the discontinued plan date.
- (3) The upgrade consists of either one (1) existing IDSR service being upgraded into a higher capacity IDSR service or two (2) existing IDSR services being upgraded into a single, higher capacity IDSR service.
- (4) The new IDSR service has at least one customer premises Node and one CO Node in common with the discontinued service(s).
- (5) When two (2) existing IDSR services are being upgraded into a single, higher capacity IDSR service, the aggregate amount of all monthly charges for the nodes and ports included under the new commitment period is at least 25% greater than the aggregate amount of the monthly charges remaining in the commitment period for the nodes and ports being disconnected.

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Service Descriptions (Cont'd)7.2.14 IntelliLight Services (Cont'd)

(C) Service Descriptions (Cont'd)

(1) IntelliLight Dedicated SONET Ring (Cont'd)

(a) Terms and Conditions (Cont'd)

their VON Gigabit Ethernet service to IDSR, the IDSR GigE ports must be provided under the same length commitment period. When VON customers under a one-year commitment period connect their VON Gigabit Ethernet service to IDSR, the IDSR GigE ports will be provided at month-to-month rates. VON Gigabit Ethernet is further described in 7.2.16 following.

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(b) Termination Liability

Unless otherwise set forth in this Section (C)(1)(b), termination liability applies when IDSR service or a Customer Network Management Optional Feature is terminated prior to the end of the applicable commitment term. Termination liability is charged per monthly rate element on all nodes, high speed (pass-through) interfaces, and ports (other than Month-to-Month ports for which the one month minimum service charge applies).

A separate termination liability charge is assessed for each rate element associated with the disconnected IDSR service or a Customer Network Management Optional Feature. For example, assume that the customer subscribes to a full IDSR ring that is arranged with the Direct TL1 Monitoring Optional Feature, as set forth in (C)(1)(g)(2) following. Further assume that the customer disconnects the IDSR ring along with the Direct TL1 Monitoring Optional Feature prior to the end of the commitment term. Then, the customer shall pay termination liability on the nodes, ports, and the Direct TL1 Monitoring Optional Feature monthly recurring rate elements as set forth in this section.

IDSR service or a Customer Network Management Optional Feature may be canceled without termination liability when cancellation of the IDSR service or Customer Network Management Optional Feature occurs within thirty (30) days of the effective date of a Telephone Company initiated rate increase of eight percent (8%) or more on any rate applicable to the IDSR service or Customer Network Management Optional Feature.

Termination liability will not apply on any IDSR service or Customer Network Management Optional Feature if a customer changes to a longer term commitment period for such service.

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(C) Service Descriptions (Cont'd)

(1) IntelliLight Dedicated SONET Ring (Cont'd)

(b) Termination Liability (Cont'd)

Termination liability will not apply to a customer upgrade (change to a higher capacity IDSR service), if all of the following conditions are met. These conditions do not apply to Customer Network Management Optional Features.

- (1) A new commitment period commences with the upgrade.
- (2) The new expiration date extends beyond the discontinued plan date.
- (3) The upgrade consists of either one (1) existing IDSR service being upgraded into a higher capacity IDSR service or two (2) existing IDSR services being upgraded into a single, higher capacity IDSR service.
- (4) The new IDSR service has at least one customer premises Node and one CO Node in common with the discontinued service(s).
- (5) When two (2) existing IDSR services are being upgraded into a single, higher capacity IDSR service, the aggregate amount of all monthly charges for the nodes and ports included under the new commitment period is at least 25% greater than the aggregate amount of the monthly charges remaining in the commitment period for the nodes and ports being disconnected.

For illustrative purposes, assume the following:

- Customer has 2 separate OC3 IDSR services
- One OC3 IDSR is in its twenty-fourth (24th) month of a 3-year term plan (i.e., 12 months remain in the term commitment period) and is configured with 3 nodes and 6 ports (Ring A)
- The other OC3 IDSR is in its twenty-first (21st) month of a 3-year term plan (i.e., 15 months remain in the term commitment period) and is configured with 3 nodes and 6 ports (Ring B)

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