

HAWAIIAN TELCOM, INC.  
Alan Oshima, Senior Vice President and General Counsel  
1177 Bishop Street; MC: A-17  
Honolulu, Hawaii 96813

Tariff F.C.C. No. 2

Original Title Page

Issue Date: October 3, 2005

Transmittal No. 1

Effective: October 18, 2005

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COMMUNICATIONS SERVICES TARIFF

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Interstate Communications Services Tariff

Regulations, rates, and charges applicable  
to interstate communications services for Customers  
within the operating territory of:

HAWAIIAN TELCOM, INC.

In the State of Hawaii (HI)

Service is furnished by means of wire, terrestrial microwave radio, optical fibers, satellite circuits, or a combination thereof.

Issued under authority of Special Permission No. 05-047.

HAWAIIAN TELCOM, INC.  
Alan Oshima, Senior Vice President and General Counsel  
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First Revised Page 1  
Cancels Original Page 1

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CHECK SHEET

All pages inclusive of this Tariff, pages 1 through 8-2 are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff that are in effect on the date shown.

Page	Number of revision except as indicated
1.....	1st
5-217.....	1st
5-233	1st

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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the Original Page 14 cancels the Original Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check page for the page currently in effect.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2  
2.1  
2.1.1  
2.1.1.A  
2.1.1.A.1  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).I  
2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i).(1)

Check Sheets - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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EXPLANATION OF SYMBOLS

Changes to this Tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed regulation
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in rate or charge
- (M) - To signify material relocated from one page to another without change
- (N) - To signify a new rate or regulation
- (R) - To signify a reduced rate or charge
- (S) - To signify a reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

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REFERENCE TO OTHER TARIFFS

Whenever reference is made in this tariff to other tariffs, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

REFERENCE TO OTHER PUBLICATIONS

The following technical publications are referenced in this tariff and may be obtained from Telcordia, 8 Corporate Place, PYA3C-184, Piscataway, NJ 08854.

Technical Reference:

GR-253-CORE, Issue 3

Issued: September, 2000 Available: September, 2000

GR-499-CORE, Issue 2

Issued: December, 1998 Available: December, 1998

TR-NWT-001112, Issue No. 1

Issued: December, 1994 Available: December, 1994

GR-1110-CORE, Issue 1

Issued: September, 1994 Available: September, 1994

GR-1248-CORE, Issue 2

Issued: September, 1995 Available: September, 1995

SR-3330, Issue 1

Issued: November, 1994 Available: November, 1994

TR-INS-000342

Issued: February, 1991 Available: February, 1991

TR-TSV-061370, Issue 1

Issued: May 1993 Available: May 1993

The following technical publications are referenced in this tariff and may be obtained from Telcordia Routing Administration, 8 Corporate Place, PYA3N-141, Piscataway, NJ 08854-4156, 1(866)672-6997.

Technical Reference:

The Local Exchange Routing Guide (LERG), Issued: March 1, 2004



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REFERENCE TO OTHER PUBLICATIONS, (cont'd.)

Technical Reference: (cont'd.)

The following publication, referenced in this tariff, may be obtained from ATM Forum, 2570 West El Camino Real, Suite 304, Mountain View, CA 94040 or on the Internet at <http://www.atmforum.com>.

ATM Forum, ATM User Network Interface Specifications,  
Version 3.0, af-uni-0010.001  
Issued: September, 1993 Available: September, 1993

ATM Forum, ATM User Network Interface Specifications,  
Version 3.1, Af-uni-0010.002  
Issued: September 10, 1994 Available: September 10, 1994

ATM Forum, Interim Inter-switch Signaling Protocol,  
af-pnni-0026.000  
Issued: December, 1994 Available: December, 1994

The following publications are referenced in this tariff and may be obtained from the American National Standards Institute (ANSI), 11 West 42<sup>nd</sup> Street, New York, New York 10036, Telephone No. 212 642-4900 or on the internet at [www.ansi.org](http://www.ansi.org).

IEEE802.3-2002	Issued/Available: March 8, 2002
IEEE802.1Q	Issued/Available: 1998

ANSI T1.105-1995, Synchronous Optical Network (SONET) Basic Description Including Multiplex Structures, Rates, and Formats	Available: 1995
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ANSI T1.105.02-2001, Synchronous Optical Network (SONET) Payload Mappings	Available: 2001
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ANSI T1.105.06-2002, SONET: Physical Layer Specifications	Available: 2002
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REFERENCE TO OTHER PUBLICATIONS, (cont'd.)

Technical Reference: (cont'd.)

T1.606-1990	Issued/Available: 1990
T1.606, Addendum 1	Issued/Available: 1991
T1.606a	Issued/Available: 1992
T1.606b	Issued/Available: 1993
T1.617, Annex D	Issued/Available: 1992

The following technical specifications for the IP Port interface may be obtained from the Internet Engineering Task Force on the internet at [www.rfc-editor.org/rfc.html](http://www.rfc-editor.org/rfc.html):

RFC 768, User Datagram Protocol	Available August 28, 1980
RFC 791, Internet Protocol	Available September 1981
RFC 792, Internet Control Message Protocol	Available September 1981
RFC 793, Transmission Control Protocol	Available September 1981
RFC 1195, Use of OSI Intermediate System to Intermediate System Intradomain Routing Protocol (IS-IS) for Routing in TCP/IP and Dual Environments	Available December 1990
RFC 1332, Point-to-Point Protocol (PPP) Internet Protocol Control Protocol (IPCP)	Available May 1992
RFC 1377, The PPP OSI Network Layer Control Protocol	Available November 1992

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REFERENCE TO OTHER PUBLICATIONS, (cont'd.)

Technical Reference: (cont'd.)

The following technical specifications for the IP Port interface may be obtained from the Internet Engineering Task Force on the internet at [www.rfc-editor.org/rfc.html](http://www.rfc-editor.org/rfc.html), (cont'd.):

RFC 1519, Classless Inter-Domain Routing (CIDR): An Address Assignment and Aggregation Strategy	Available September 1993
RFC 1661, The Point-to-Point Protocol (PPP)	Available July 1994
RFC 1662, PPP in HDLC-like Framing	Available July 1994
RFC 1771, A Border Gateway Protocol 4 (BGP-4)	Available March 1994
RFC 1990, The PPP MultiLink Protocol (MP)	Available August 1996
RFC 2328, Open Shortest Path First Version 2	Available April 1998
RFC 2615, PPP over SONET/SDH	Available July 1994
RFC 2918 Route Refresh Capability for BGP-4	Available September 2000

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REFERENCE TO OTHER PUBLICATIONS, (cont'd.)

Technical Reference: (cont'd.)

The following publications are referenced in this tariff and may be obtained from the International Organization for Standardization at 1 rue de Varembe, Case Postale 56, CH-1211 Geneva 20, Switzerland, or on the internet at [www.iso.org](http://www.iso.org):

ISO/IEC 10589, Information Technology,  
Telecommunications and information exchange  
Between systems, IS-IS intradomain routing  
Information exchange protocol for use in  
Conjunction with the protocol for providing  
The connectionless-mode network service  
(ISO 8473)

Available: 1994

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COMMUNICATIONS SERVICES TARIFF

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SECTION 1 - APPLICATION OF TARIFF

This Tariff contains the regulations, rates and charges applicable to the provision of interstate communications services by Hawaiian Telcom, Inc. between domestic points within the State Of Hawaii., subject to the jurisdiction of the Federal Communications Commission ("Commission").

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SECTION 2 - REGULATIONS

2.1 Definition Of Terms And Abbreviations

The following are definitions of generally used terms in this Tariff. Service specific definitions may be found in Section 5 of this Tariff.

**BORDER GATEWAY PROTOCOL (BGP)** - A Transmission Control Protocol/Internet Protocol (TCP/IP) routing protocol for interdomain routing in large networks.

**CELL DELAY VARIATION TOLERANCE** - Cell Delay Variation Tolerance (CDVT) is the amount of variation permitted for early arrival of clusters of cells at the source User Network Interface (UNI). Cells exceeding the tolerance will be declared non-conformant and will be discarded.

**COMMISSION** - The Federal Communications Commission.

**COMPANY** - Hawaiian Telcom, Inc., unless otherwise clearly indicated by the context.

**CONSTANT BIT RATE** - Constant Bit Rate (CBR) is a steady flow of user information required to support applications where variable delays in transmission would negatively impact the information content. CBR is the highest priority traffic on the network. Examples of applications requiring CBR are voice and some types of video.

**CUSTOMER** - Any person, firm, partnership, corporation or other entity who subscribes to or uses service under the terms and conditions of this Tariff. Customer is responsible for the payment of charges for service offered by the Company which are subscribed to or used by Customer. Customer is also responsible for payment of charges for a third person's use of service to which Customer subscribes.

**CUSTOMER SITE or PREMISES** - A single physical location where the Company's facilities terminate to the Customer's equipment or facilities.

**DIFFSERV CODE POINT (DSCP)** - A six bit field in the Internet Protocol header that specifies the per hop behavior for a given flow of packets.

**ELIGIBLE TELECOMMUNICATIONS CARRIER** - A carrier who may obtain services at wholesale rates pursuant to 47 U.S.C. §251(c)(4).

**ENHANCED INTERIOR GATEWAY ROUTING PROTOCOL (EIGRP)** - A routing algorithm that provides link-to-link protocol-level security to avoid unauthorized access to routing tables.

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SECTION 2 - REGULATIONS, (cont'd.)

2.1 Definition Of Terms And Abbreviations, (cont'd.)

ETHERNET – A protocol provided over various media reflecting the two lowest layers of the Digital Network Architecture/Open Systems Interconnections (DNA/OSI) standard. This protocol provides for connectivity of computers, printers, workstations, terminals and other devices across Local Area Networks and Wide Area Networks (LANs & WANs). DNA/OSI standards are maintained by the American National Standards Institute.

HUB - A Company designated serving wire center which is equipped to provide service.

INDIVIDUAL CASE BASIS (ICB) – The term “Individual Case Basis” denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

INTERIM INTER-SWITCH SIGNALING PROTOCOL- Interim Inter-switch Signaling Protocol (IISP), which is similar to the User Network Interface (UNI), allows inter-network connectivity through the use of Switched Virtual Circuits.

IPv4 - Internet Protocol version 4. The current version of the Internet Protocol in use worldwide.

LOCAL ACCESS AND TRANSPORT AREA (LATA) – The term “Local Access and Transport Area” denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

MAXIMUM BURST SIZE (MBS) - The term "Maximum Burst Size" denotes the consecutive number of ATM cells that can enter the ATM Cell Relay Service network above the Sustained Cell Rate level and below the Peak Cell Rate level.

MULTI PROTOCOL LABEL SWITCHING (MPLS) - MPLS is a method of transporting IP-based data communication traffic. MPLS integrates OSI Layer 2 (Data Link Layer) and OSI Layer 3 (Network Layer) with the result being simplified and improved packet exchange.

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SECTION 2 - REGULATIONS, (cont'd.)

2.1 Definition Of Terms And Abbreviations, (cont'd.)

**NETWORK INTERFACE DEVICE (NID)** – The term “Network Interface Device” denotes any Company provided means of interconnection of end user customer premises wiring to the Local Exchange Carrier’s distribution plant, such as a cross connect device used for that purpose.

**OPEN SHORTEST PATH FIRST (OSPF)** - A link state algorithm that is used to calculate routes based on the number of routers, transmission speeds, delay and route cost.

**PRECEDENCE BITS** - The first three bits of the Type of Service Byte are called Precedence Bits. IP Precedence Bits facilitate the prioritization of traffic.

**STATIC ROUTING** - Static routing involves the selection of a route for traffic on the basis of routing options preset by the network administrator.

**TYPE OF SERVICE (ToS)** - Routers within the network that identify and prioritize traffic based on the IP Header. The ToS byte in IPv4 is an 8-bit field that contains the smaller three-bit IP Precedence field.



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SECTION 2 - REGULATIONS

2.2 Undertaking of Carrier

- 2.2.1 Service is furnished for interstate communications originating or terminating at specified points within Company's operating territory as defined in Section 7.1, following.
- 2.2.2 Company shall provide service in accordance with the terms and conditions set forth in this Tariff.
- 2.2.3 Company may, when authorized by Customer and agreed to by Company, act as Customer's agent for ordering facilities provided by other carriers to allow connection of Customer's locations to Company's network or to the network of an underlying carrier or service.
- 2.2.4 Company will pass on and bill to Customer any charges it incurs (including applicable recurring and nonrecurring charges and any time and material charges) from other service providers, such as ILECS and CLECS, necessary to complete provision of a service offered in this Tariff to Customer's designated premises.
- 2.2.5 Service is provided on a monthly basis unless ordered on a longer term basis, and is available 24 hours per day, seven days per week.
- 2.2.6 Purchases of the same service from either Verizon Telephone Companies or Verizon Advanced Data Inc.'s F.C.C. Tariff shall be included toward Customer's total volume commitments for the service.

2.3 Limitations on Service

- 2.3.1 Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Tariff.
- 2.3.2 Company reserves the right to discontinue furnishing service, or to limit the use of service, when necessitated by conditions beyond its control, when Customer is using service in violation of the law or in violation of the provisions of this Tariff, or for nonpayment by Customer.

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SECTION 2 - REGULATIONS, (cont'd.)

2.3 Limitations on Service, (cont'd)

2.3.3 Customer may not transfer or assign the use of any service provided under this Tariff without the prior written consent of Company. All regulations and conditions contained in this Tariff, as well as any additional conditions for service, shall apply to any and all such permitted assignees or transferees. Except and to the extent that applicable laws or regulation require such notice, Company may assign its rights and obligations hereunder in whole or in part without notice to Customer.

2.3.4 Service may not be used for any unlawful purpose.

2.3.5 Company may require Customer to sign an application form furnished by Company and to establish credit as provided in this Tariff, as a condition precedent to the initial establishment of service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions described in Section 2.8 of this Tariff. Company may also require a signed authorization from Customer for additions to or changes in existing service for Customer.

2.4 Limitations on Liabilities

2.4.1 The liability of Company for damages is limited to liability arising solely and directly from mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service that are not caused in whole or in part by acts or omissions of any other person, and shall in no event exceed an amount equal to the charges Company would assess Customer during the period during which mistakes, omissions, interruptions, delays, errors, or defects in transmission occurred.

2.4.2 Company shall not be liable for unlawful use, or use by any unauthorized person, of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by Company.

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SECTION 2 - REGULATIONS, (cont'd.)

2.4 Limitations on Liabilities, (cont'd.)

- 2.4.3 Company shall not be liable for any failure of performance due to causes beyond its reasonable control, including but not limited to acts of God, fires, meteorological phenomena, floods, or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation, or other action of any governing authority or agency thereof. With respect to the services, Company hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.4.4 Company shall not be liable for any act or omission of other carriers or persons, including carriers or persons whose facilities may be utilized in establishing connections to Company's facilities. Customer shall indemnify and save harmless Company from any third party claims asserting such liability.
- 2.4.5 Company shall not be liable for any damages Customer may incur as a result of the unauthorized use the services provided under this Tariff. Customer is responsible for controlling access to, and the use of, the services provided by Company.

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SECTION 2 - REGULATIONS, (cont'd.)

2.5 Cancellation or Discontinuance of Service by Company

Without incurring any liability, Company may under the following conditions cancel service prior to commencement. Company may also discontinue service that is being furnished, provided that, unless otherwise stated, Customer shall be given fifteen (15) days written notice of such cancellation or discontinuance of service.

- 2.5.1 For noncompliance with or violation of any applicable municipal, state, or federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that no notice may be given.
- 2.5.2 For Customer's refusal to provide reasonable access to Company or its agents for the purpose of installation, inspection or maintenance of equipment owned by Company.
- 2.5.3 For noncompliance with any of the provisions of this Tariff.
- 2.5.4 For nonpayment of any sum due Company for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other delivery service.
- 2.5.5 Without notice, in the event of Customer's use of equipment in such a manner as to adversely affect Company's equipment or its provision of service to others.
- 2.5.6 Without notice, in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for unauthorized use of service, Company may, before restoring service, require Customer to make, at its own expense, all changes to its facilities or equipment necessary to eliminate unauthorized use and to pay to Company an amount reasonably estimated by Company as the loss in revenues to Company resulting from such unauthorized use plus claims lodged against Company by third parties.
- 2.5.7 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Company from furnishing service to Customer.

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SECTION 2 - REGULATIONS, (cont'd.)

2.6 Cancellation or Termination of Service by Customer

- 2.6.1 Customer may cancel service by giving notice to Company up to the day service is scheduled to commence subject to payment of any applicable early termination charges.
- 2.6.2 If Customer orders service which requires special construction or facilities for Customer's use, and then cancels its order before service begins, a charge shall be made to Customer for the nonrecoverable portions of the expenditures or liabilities incurred on behalf of Customer by Company. This charge may be in addition to any other applicable early termination charges.
- 2.6.3 Company shall have up to thirty (30) days to complete a disconnect. Customer shall be responsible for all charges for 30 days, or until the disconnect is effected, whichever is sooner. This 30-day period shall begin on the day of receipt of a disconnection notice from Customer.

2.7 Restoration of Service

The use and restoration of service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

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SECTION 2 - REGULATIONS, (cont'd.)

2.8 Payment and Billing

- 2.8.1 For billing of fixed charges, service is considered to be established upon the day on which Company notifies Customer of installation or testing of Customer's service. Fixed charges shall be billed monthly in advance and are due upon receipt. Customer shall be billed for all usage in arrears. Rate changes shall be effective on the effective date of the rate change.
- 2.8.2 Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, may be charged on any amount remaining unpaid after thirty (30) days from delivery of an invoice to the custody of the U.S. Mail or other delivery service.
- 2.8.3 The security of Customer's authorization or access code is the responsibility of Customer. Customer shall be responsible for payment of all charges applicable to the service, including in cases where the service was accessed in a manner not authorized by Customer.
- 2.8.4 Company reserves the right to examine the credit record of an applicant or Customer. A Customer whose service has been discontinued for nonpayment of bills shall be required to pay any unpaid balance due to Company before service is restored, and a deposit may be required.
- 2.8.5 Company shall make no refund of overpayments by Customer unless the claim for such overpayment, together with proper evidence, is submitted within two (2) years from the date of the alleged overpayment. In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits or adjustments have been applied.
- 2.8.6 A charge shall apply whenever any check or draft for payment for service is not accepted by the institution on which it is written.

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SECTION 2 - REGULATIONS, (cont'd.)

2.9 Deposits

2.9.1 Each applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held. Company shall pay interest on deposits if and to the extent required by applicable law.

2.9.2 A deposit shall not exceed the estimated charges for three (3) month's service plus installation, and shall be returned:

- When an application for service has been canceled prior to the establishment of service. Such deposit shall be applied to any applicable charges, and the excess portion of the deposit shall be returned.
- At the end of twelve (12) consecutive months of a satisfactory credit history.
- Upon the discontinuance of service. Company shall apply Customer deposit against any outstanding balances due. If a credit balance exists, a refund shall be made to Customer.

The fact that a deposit has been made in no way relieves Customer from complying with the regulations with respect to the prompt payment of bills on presentation.

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COMMUNICATIONS SERVICES TARIFF

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SECTION 2 - REGULATIONS, (cont'd.)

2.10 Taxes

2.10.1 Service may be subject to Federal, state and/or local taxes at the prevailing rates. Such taxes are listed as separate line items on Customer's invoice, are not included in the rates and charges listed herein, and shall be paid by Customer in addition to the rates and charges stated in this Tariff.

2.10.2 To the extent that a municipality, other political subdivision or local agency of government, or the Commission, imposes upon and collects from Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, regulatory or other fee, such taxes and fees shall, insofar as practicable, be billed pro rata to Customers receiving service within the territorial limits of such municipality, other political subdivision, or local or Federal government or agency.

2.10.3 Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF). Imposition, billing and collection of such rates and charges are subject to billing and other system changes by Company.

(A) For Recovery of Contributions Paid by Company to USF

Telecommunications services provided by Company are subject to an undiscountable monthly USF Fee, payable by Customer. The fee shall be calculated as follows: The gross amounts (exclusive of taxes) attributable to interstate and international services billed to Customer by Company multiplied by 10.2%. The USF will not be assessed to the extent Company is not assessed a fee on the billed charges.



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SECTION 2 - REGULATIONS, (cont'd.)

2.11 Terminal Equipment

Service may be used with or terminated in Customer-provided terminal equipment. Such terminal equipment shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs it incurs in the use of service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment is used, it shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.12 Interconnection

Service furnished by Company may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

2.13 Inspection, Testing and Adjustment

2.13.1 Company may, with or without notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of Customer's or Company's equipment or services. Company may, without notice, interrupt service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.

2.13.2 Upon reasonable notice, the facilities provided by Company shall be made available to Company by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Company.

2.13.3 Company shall not be liable to Customer for any damages for service interruption pursuant to this Section.

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SECTION 2 - REGULATIONS, (cont'd.)

2.14 Interruption of Service

- 2.14.1 It shall be the obligation of Customer to notify Company of any interruption of service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer or is not in wiring or equipment connected to the terminal of Company. Company's liability for service interruption is limited according to the provisions of Section 2.6.
- 2.14.2 When service is interrupted for four hours or more, Company will, upon request by Customer, issue a credit, computed as set forth below, provided such interruption is not determined by Company to have been caused by the negligence or willful action of Customer, or any other person at Customer's terminal location, or by the failure of Customer's equipment or power supply.
- 2.14.3 Credit is computed by multiplying the monthly rate for service by the ratio that the number of hours in the period of interruption bears to 720 hours. For the purpose of this computation, each month shall be considered to have 720 hours. The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges.
- 2.14.4 An interruption is measured from the time Company detects trouble or Customer notifies Company of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. No credit shall be given for an interruption of service of less than four hours. The credit for a billing period shall not exceed the monthly rate.
- 2.14.5 When a service qualifies for Service Response Credits as set forth in Section 2.16 following, credit for an interruption in service under this Section 2.14 does not apply.
- 2.14.6 Credit for interruption of service does not apply when such credit is limited under the rates, terms and conditions of the specific service involved.

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COMMUNICATIONS SERVICES TARIFF

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SECTION 2 - REGULATIONS, (cont'd.)

2.15 Provision of Service

Services are provided only in those geographic areas where facilities exist, where Company has in its discretion determined (subject to applicable law) to provide services, and where Company is authorized to provide services. Provision of services offered under this Tariff are subject to availability.

2.16 Special Construction

The regulations, rates and charges for special construction are set forth in contracts between Company and Customer and apply in instances where substantial construction costs with no foreseeable reuse of facilities are forecast. The Special Construction rates and charges are in addition to the regulations, rates and charges specified in this Tariff.

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SECTION 2 - REGULATIONS, (cont'd.)

2.17 Service Response Credits (SRC)

2.17.1 The following lists the services that are subject to optional SRCs:

Frame Relay III                      Section 5.6

ATM CRS                              Section 5.7

2.17.2 Service Response Credits apply to the following categories:

- On Time Provisioning
- Mean Time to Repair (MTTR)
- Network Availability

The Service Response Credits apply against the following rate elements:

ATM CRS UNI Port with Access Line Connection

ATM CRS IISP Port with Access Line Connection

FRS UNI Port With Access Line Connection

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SECTION 2 - REGULATIONS, (cont'd.)

2.17 Service Response Credits (SRC), (cont'd.)

2.17.3 General

(A) Maximum Amounts of Service Response Credits

(1) Services listed in Section 2.17.1(A) preceding

The combined total of any Service Response Credits applied to an individual service may not exceed the following thresholds:

- (a) For any calendar month, the total monthly recurring charges billed to the Customer of record for qualifying individual rate element(s) for that month.
- (b) For any calendar year, ten percent (10%) of the total annual revenue of the prior calendar year billed to the Customer of record for qualifying rate elements, or \$200,000 per individual service, whichever is the lesser. For any calendar year in which a Customer did not have qualifying service in the prior calendar year, \$75,000 per individual service.

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SECTION 2 - REGULATIONS, (cont'd.)

2.17 Service Response Credits (SRC), (cont'd.)

2.17.3 General, (cont'd.)

(A) Maximum Amounts of Service Response Credits

(2) Services listed in Section 2.17.1(B) preceding

- (a) For any calendar month, the total SRCs for a qualifying individual rate element shall not exceed twenty percent (20%) of the monthly recurring charge billed to the Customer of record for that qualifying individual rate element for that month. This limitation shall apply even if Customer was eligible for SRCs for a rate element under more than one metric. For instance, if for a rate element for a calendar month Customer was eligible for SRCs under two metrics (such as MTTR and Network Availability), the SRC due to Customer would be limited to 20% of the monthly recurring charge billed to Customer for that rate element for that month, even though the total of the SRCs provided for in the two metrics when added together would be 40% of the monthly recurring charge billed to Customer for that rate element for that month.
- (b) The combined total of any Service Response Credits applied to an individual service may not exceed the following threshold: For any calendar year, ten percent (10%) of the total annual revenue of the prior calendar year billed to the Customer of record for qualifying rate elements, or \$200,000 per individual service, whichever is the lesser. For any calendar year in which a Customer had less than 12 full months of revenue for qualifying service in the prior calendar year or no qualifying service in the prior calendar year, \$20,000 per individual service.

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SECTION 2 - REGULATIONS, (cont'd.)

2.17 Service Response Credits (SRC), (cont'd.)

2.17.3 General, (cont'd.)

- (B) To receive SRCs on eligible rate elements, Customer must have rate elements listed in its initial subscription submitted under Section 2.17.4(A) based on the established Customer of record, or have ordered the eligible rate elements subsequent to its initial subscription. Company reserves the right to change, alter or discontinue the optional SRC plan at its discretion.
- (C) All service performance and provisioning measurements are conducted using Company monitoring systems and procedures. Company may change these systems and procedures at its sole discretion. In performing measurements of overall Mean Time To Repair and Network Availability as set forth in Sections 2.17.6 and 2.17.7 following, Company shall include data measured from throughout the territories covered by this tariff and Hawaiian Telcom, Inc Tariff F.C.C. No. 1 under Service Response Credit plans offered in such tariffs.
- (D) To receive credit, the Company must receive from the Customer a written request for credit within 30 calendar days of the end of the SRC monitoring period. The Customer's request for credit must be submitted to the appropriate Company entity (office or interface) in a manner prescribed by Company. The request must include a list of all impacted circuit/connection identification numbers and the type of SRC requested for each circuit/ connection. The SRC monitoring period is based on a calendar month.

2.17.4 Responsibility of the Customer

(A) General

To participate in the SRC plan, Customer must meet the qualifications set forth in 2.17.4(B), following, for FRS and 2.17.4(C), following, for ATM CRS, and, for all services, submit a subscription in writing, including a list of all qualifying rate elements. Company reserves the right to change, alter or discontinue the SRC plan at its discretion.

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SECTION 2 - REGULATIONS, (cont'd.)

2.17 Service Response Credits (SRC), (cont'd.)

2.17.4 Responsibility of the Customer, (cont'd.)

(B) Qualifications for Frame Relay Service (FRS) Customers

FRS Customers will be eligible for SRC when they meet the following requirements:

- (1) Subscribe to and maintain a minimum of 50 FRS User Network Interfaces (UNI) Port With Access Line Connections, each of which must have been in-service for at least one calendar month; and
- (2) Customer must have at least 36 months remaining in an applicable term plan commitment period at the time of initial subscription to SRC. Customer may renew or extend an existing term plan commitment period in order to meet the 36 month minimum for initial qualification.

(C) Qualifications for Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) Customers

ATM CRS Customers will be eligible for SRC when they meet the following requirements:

- (1) Subscribe to and maintain a minimum of 25 ATM CRS DS1 UNI Port with Access Line Connections, each of which must have been in-service for at least one calendar month; or
- (2) Subscribe to and maintain a minimum of 25 ATM CRS DS1 Interim Inter-Switch Signaling Protocol (IISP) Port With Access Line Connections, each of which must have been in-service for at least one calendar month; or
- (3) Subscribe to and maintain a minimum of 15 ports using any combination of ATM CRS DS3, OC3c or OC12c UNI Port with Access Line Connections or ATM CRS DS3, OC3c or OC12c IISP Port with Access Line Connections, each of which must have been in-service for at least one calendar month; and
- (4) Customer must have at least 36 months remaining in an applicable term plan commitment period at the time of initial subscription to SRC. Customer may renew or extend an existing term plan commitment period in order to meet the 36 month minimum for initial qualification.



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SECTION 2 - REGULATIONS, (cont'd.)

2.17 Service Response Credits (SRC), (cont'd.)

2.17.5 On Time Provisioning

On Time Provisioning is defined as Company providing service to the Customer no later than the Firm Order Commitment (FOC) due date provided by the Company plus twenty-four (24) hours. For these purposes, "providing service" is defined as successful completion of testing of the circuit/connection and rate element by Company. The FOC due date is provided to Customer at the time an order is verified for order accuracy, availability of required facilities and components, and completion of design and ordering related forms and documents (including, but not limited to, network design, configuration and data gathering form(s), and ASRs).

If Company does not meet the FOC due date plus 24 hours for a rate element, due to Company reasons, an On-Time Provisioning SRC equal to a percentage of the associated monthly recurring charge for the rate element for the month in which the due date was missed will apply as follows.

<u>SRC Eligible Service</u>	<u>Applicable Percentage</u>
ATM	50%
FRS	50%
IP-VPN	20%

(A) The On-Time Provisioning SRC does not apply:

- (1) Where facilities sufficient to provision the order do not exist;
- (2) Where special construction of facilities is required;
- (3) When the FOC date is missed because the Customer is not ready to accept service on the FOC date;
- (4) When Customer changes the order after receiving the FOC date from Company;
- (5) On orders for which an expedited interval has been requested;
- (6) On orders for disconnection; or
- (7) When one or more of the conditions set forth in Section 2.17.8 apply.

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SECTION 2 - REGULATIONS, (cont'd.)

2.17 Service Response Credits (SRC), (cont'd.)

2.17.6 Mean Time to Repair (MTTR)

- (A) MTTR applies to a Customer-reported interruption of service on a subscribed rate element that is within the Company's network (outside plant or central office).
- (B) Interruption of Service or Trouble is defined as a condition which renders a service unusable to the Customer due to a failure of a facility component within the Company's network that is used to furnish the service. The Company reserves the right to determine when the service is unusable based on its internal procedures. When the Customer reports trouble to the Company-designated entity for such reports, a trouble ticket is opened.
- (C) MTTR for a calendar month shall be the average of all ticket outage duration, or Time to Repair (TTR), as calculated by Company. The TTR is the Restored Date and Time (the trouble ticket closed time) minus the reported Date and Time (the trouble ticket start time) minus any stop clock time associated with hold, no access or suspend that was logged against the Trouble Report. Stop clock time includes, but is not limited to, the following times:
  - (1) Periods when Customer testing is occurring.
  - (2) Periods when Customer is working on its own Customer Premises Equipment (CPE) and has not yet released the circuit/connection to Company for maintenance, testing or repair.
  - (3) Periods when the Company is awaiting Customer authorization to commence work on the circuit/connection.
  - (4) Periods when the Company is denied access to premises or facilities as necessary to diagnose, repair or test a circuit/ connection.
  - (5) Periods following repair of a circuit/connection when the ticket is held open by Customer to ensure the trouble is resolved.
  - (6) Periods when pre-defined maintenance windows have been established between Company and Customer.
  - (7) For IP-VPN, service interruptions related to provisioning of a new i-VC or EVC, respectively.

MTTR is calculated by summing TTR for all measured tickets for Customer for the month and dividing by the total number of tickets for that Customer during that month.

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SECTION 2 - REGULATIONS, (cont'd.)

2.17 Service Response Credits (SRC), (cont'd.)

2.17.6 Mean Time to Repair (MTTR), (cont'd.)

(C) (cont'd.)

MTTR excludes any subsequent reports (i.e., additional Customer inquiries while the trouble is pending), CPE troubles, trouble found on the Customer's side of the point of demarcation, no trouble found, troubles closed due to Customer action and troubles repaired by Company prior to receipt of a trouble report on that circuit/connection.

The following one-time MTTR SRC applies per rate element per calendar month period.

For ATM and FRS, when the overall MTTR is greater than 4 hours, SRCs apply as follows:

- (1) A credit equal to 50% of the monthly recurring charge (MRC) applies per rate element that was the subject of a trouble ticket during the monitoring period whose open duration exceeded 4 hours but did not exceed 8 hours.
- (2) A credit equal to 100% of the monthly recurring charge (MRC) applies per rate element only that was the subject of a trouble ticket during the monitoring period whose open duration exceeded 8 hours.

For IP-VPN, when the overall MTTR is greater than 4 hours, SRCs apply as follows:

A credit equal to 20% of the monthly recurring charge (MRC) applies per rate element that was the subject of a trouble ticket during the monitoring period whose open duration exceeded 4 hours.

(D) The MTTR SRC does not apply:

- (1) When the Customer fails to report the outage to the Company;
- (2) When a circuit/connection has been in service for less than one full calendar month;
- (3) When an interruption of service is 4 hours or less; or
- (4) When one or more of the conditions set forth in Section 2.17.8 apply.

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SECTION 2 - REGULATIONS, (cont'd.)

2.17 Service Response Credits (SRC), (cont'd.)

2.17.7 Network Availability

Network Availability refers to the percentage of time over a measured calendar month that the service is available for use by Customer. The Company threshold for Network Availability is 99.90% in a calendar month.

Network Availability is calculated based upon the total number of minutes in a calendar month that a Customer was actually in service divided by the total number of minutes in that month that a Customer could have been in service for a given set of service component(s).

Network Availability = (1,440 minutes x number of days in month x number of service components) – (Number of minutes service was interrupted during month) and then divided by the possible number of available minutes for the month (1,440 minutes x number of days in month x number of service components).

SRC Eligible Service

ATM

FRS

IP-VPN

Service Component Used in Calculation

Permanent Virtual Circuit (PVC)

PVC

i-VC

For example: A Customer has 50 PVCs in the month of July. July has 31 days; 1,440 minutes per day. Three PVCs were out of service over the course of the month for 120 minutes each or a total of 360 minutes. Network availability would be calculated by (1,440 minutes/day X 31 days X 50 PVCs) = 2,232,000 minutes less 360 minutes out of service = 2,231,640 minutes of actual customer network availability. 2,231,640 is divided by 2,232,000 which equals that customer's July Network Availability of 99.98

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SECTION 2 - REGULATIONS, (cont'd.)

2.17 Service Response Credits (SRC), (cont'd.)

2.17.7 Network Availability, (cont'd.)

The Number of Minutes Out of Service is computed in the same fashion as the number of minutes for Time to Repair. If overall Network Availability is less than the threshold of 99.90%, then a Network Availability SRC equal to a percentage of the associated monthly recurring charge (MRC) will apply for the applicable individual rate elements for the service components that do not achieve the threshold. The Company will not round up the calculation to reach the 99.90% threshold.

<u>SRC Eligible Service</u>	<u>Applicable Percentage</u>
ATM	10%
FRS	10%
IP-VPN	20%

The Network Availability Service Response Credit does not apply:

- (1) When Customer fails to report the outage to Company.
- (2) When a circuit/connection has been in service for less than one full calendar month.
- (3) When one or more of the conditions set forth in Section 2.17.8 apply.

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SECTION 2 - REGULATIONS, (cont'd.)

2.17 Service Response Credits (SRC), (cont'd.)

2.17.8 When a Service Response Credit Does Not Apply

Service Response Credits do not apply under the following conditions:

- (1) The negligence of Customer or other party authorized by Customer to use the service;
- (2) Interruptions, failures or delays due to power, equipment, service or systems not provided by Company;
- (3) Interruptions, failures or delays in Customer owned or installed equipment;
- (4) Interruptions, failures or delays at any time in which Company or Company's agents are not granted reasonable access to the premises where access lines associated with the service are terminated;
- (5) Interruptions, failures or delays as a result of Customer authorized maintenance, rearrangement of services or implementation of an order;
- (6) Interruptions, failures or delays resulting from a Customer's refusal to release service(s) for testing and/or repair;
- (7) Interruptions, failures or delays due to acts of God or the public enemy, compliance with any order of any governmental authority, acts of terrorism, war, rebellion, insurrection or sabotage or damage resulting therefrom, fires, floods, earthquakes, unusually severe weather, explosions, washouts, rules and regulations with regard to common carriers, accidents, epidemics, breakdowns, riots, strikes or other concerted acts of its employees, whether direct or indirect, lockouts or other industrial disturbances, whether direct or indirect, worms, viruses or other contaminants that may cause damage to or disable software, computer or electronic systems, or any similar cause, or other causes beyond such party's reasonable control;
- (8) Interruptions, failures or delays due to the hours of scheduled maintenance and scheduled downtimes where Customer has received prior notification from the Company;
- (9) For IP-VPN, interruptions, failures or delays during periods that maintenance and network upgrades are being performed; or
- (10) During periods of temporary discontinuance as set forth in Section 2.6 preceding.

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COMMUNICATIONS SERVICES TARIFF

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SECTION 3 - GENERAL

3.1 Availability of Service

Company's service is furnished to Customers for data communications originating and terminating within its service area, as specified in Section 4 of this Tariff under the terms and conditions of this Tariff. Company's service is available twenty-four (24) hours per day, seven (7) days per week unless otherwise specified herein.

Company arranges for installation, operation, and maintenance of the service provided in this Tariff for Customer in accordance with the terms and conditions set forth in this Tariff. Company may, when authorized by Customer, act as Customer's agent for ordering access connection facilities provided by other carriers or entities (such as the LEC), to allow connection of a Customer's location to Company's service. Customer shall be responsible for all charges due for such service arrangements.

3.2 Commingling

Except as provided in Section 51.318 of the Federal Communications Commission's Rules, telecommunications carriers who obtain unbundled network elements or combinations of unbundled network elements pursuant to a Statement of Generally Available Terms, under Section 252 of the Act, or pursuant to an interconnection agreement with the Company, may connect, combine, or otherwise attach such unbundled network elements or combinations of unbundled network elements to data services purchased under this tariff except to the extent such agreement (1) expressly prohibits such commingling; or (2) does not address commingling and the requesting carrier has not negotiated an interconnection agreement (or amendment) expressly permitting such commingling. The rates, terms and conditions of this tariff will apply to the data services that are commingled.

3.3 Facilities Hub

Customer has the option of ordering analog or digital facilities (i.e., DS1, DS1C or DS3) to a facility Hub for channelizing to individual services requiring lower capacity facilities. Different locations may be designated as Hubs for different facility capacities, e.g., multiplexing from digital to analog may occur at one location while multiplexing from digital to digital may occur at a different location. Locations (wire centers) that provide multiplexing of High Capacity Services have been designated as Intermediate Hubs, Super-Intermediate Hubs or Terminus hubs. When ordering, Customer will specify the desired multiplexing Hub(s) or grooming Hubs, as applicable.

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COMMUNICATIONS SERVICES TARIFF

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SECTION 4 - CONNECTION CHARGES

4.1 Ordering Charges

4.1.1 Initial Ordering Charge

This charge applies on a per Service Request basis, including those requests to add additional termination to an existing service.

4.1.2 Subsequent Ordering Charge

This charge applies on a per Service Request basis for modifications to an existing service. This would include activities such as:

- Additions of supplemental features and multiplexing arrangements.
- Changes in the type of transport rate option.

The applicable charges are specified within each service rate section.

4.2 Requests for Expedition

Customer may request an expedited service date. For those services that can be expedited, Company will provide an estimate of the charges to Customer. Customer must accept the price estimate prior to Company performing the expedite. The actual charges billed to Customer will be no more than 10 percent over the estimate.



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SECTION 4 - CONNECTION CHARGES, (cont'd.)

4.3 Moves

A move normally involves an interruption of service for the period required to complete the move. No credit allowance will be granted for that period. Customer is responsible for any applicable special construction or non-standard charges at the different CDL.

Customer may request that service not be interrupted during a move. To comply with that request, it may be necessary to install a duplicate service, and subsequently discontinue the existing service. Charges, monthly and nonrecurring, will apply for the duplicate service. A new minimum period will be established for the duplicate portion of the service, depending on which end of service is moved. Customer will remain responsible for all minimum period charges associated with the corresponding portion of the disconnected service.

4.3.1 Same CDL

When the move is to a new point within the same CDL (same address and/or same building), the charge for the move will be the Subsequent Ordering Charge plus an amount equal to one half the appropriate installation charge for the service termination affected. There will be no change in the minimum period requirements. For services subject to payment plan regulations, Customer will keep the same payment period in force.

4.3.2 Different CDL

When the move is to a different CDL (different address and different building), except as specified below, it will be treated as a disconnect and an installation of service. The Initial Ordering Charge will apply plus the appropriate service installation charge for the service termination(s) affected. A new minimum period will be established for the installed service. Customer will remain responsible for all minimum period charges associated with the disconnected service.

When the move is to a different CDL but served by the same serving wire center, the following conditions apply:

- A change Service Request will be required.
- Subsequent Ordering Charge will apply plus the appropriate service installation charge for the service termination(s) affected.

HAWAIIAN TELCOM, INC.  
Alan Oshima, Senior Vice President and General Counsel  
1177 Bishop Street; MC: A-17  
Honolulu, Hawaii 96813

Tariff F.C.C. No. 2

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES

5.1 Operating Territories

The services in this Tariff are available in the operating territory of Hawaiian Telcom, Inc.

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COMMUNICATIONS SERVICES TARIFF

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I

5.2.1 Service Description

Frame Relay Service I is no longer available to new Customers. Existing TPP Customers may continue their service at current prices until their TPP expires or their service is disconnected, whichever occurs first. Existing month-to-month Customers may continue their service until September 30, 2006 or until their service is disconnected, whichever occurs first.

Frame Relay Service (FRS) is a "fast packet" network service that permits the transmission of data at speeds of 56/64\* Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 1.544 Mbps, or 45 Mbps using Permanent Virtual Circuits (PVCs).

PVCs are logical circuits that define a specific path for data sent by Customer to another location. These circuits are virtual because they are established in software tables and do not tie up capacity when not in use. This also allows multiple paths (PVCs) to be defined on any given port, thereby providing a single access line the capability to transmit data to multiple destinations.

There are three types of Frame Relay PVCs:

- (A) Permanent Virtual Circuit (PVC) - Intrazone  
An intrazone PVC is a logical channel path between two Customer ports located within the same zone.
- (B) Permanent Virtual Circuit (PVC) - Interworked  
An interworked PVC is a logical channel path that traverses both a Frame Relay switch and an ATM switch.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.1 Service Description, (cont'd.)

In operation of FRS, Customer premises equipment, such as routers, encapsulate arriving data into variable length frames. These frames contain information identifying which PVC in the network should be used to forward the frame to the proper destination. Customer premises equipment then sends the frame into the Frame Relay network. The Frame Relay switch reads identifying information and routes the frame to the proper destination based on a pre-established PVC path.

The statistical multiplexing Frame Relay switches are able to provide shared network resources to end users of this service.

FRS conforms to ITU-T (Telecommunication Standardization Bureau of the International Telecommunication Union, formerly Consultative Committee for International Telegraph and Telephone (CCITT) and American National Standards Institute (ANSI) publications T1.602, T1.606, T1.617 and T1.618.

The Committed Information Rate (CIR) and the Maximum Burst Size (Be) are traffic management parameters that allow Customer to fine tune implementation of FRS.

The Term Payment Plan (TPP) arrangements are available as set forth under 5.2.5D.

5.2.2 Service Provisioning

Frame Relay is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of assigned virtual connections. Each frame is passed to the Frame Relay network with an address that specifies the virtual connection.

Variable frame length capability is useful in communications between asynchronous Local Area Networks (LANs) and for transport of synchronous data traffic. Frame Relay is capable of handling the requirements of bursty data sources because of the ability of the service to allocate additional bandwidth when not in use by other sources.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.2 Service Provisioning, (cont'd.)

Frame Relay is provided to Customer in the form of the Frame Relay User-to-Network Interface (UNI) Port with Access Line, or Frame Relay UNI Port Only, Frame Relay Network-to-Network (NNI) Port Only, and PVCs. The Frame Relay Access Line forms the component which provides Customer access to Customer's serving wire center and interoffice transport from Customer's serving wire center to the Frame Relay Switch. The Frame Relay Access line is provided for use only with FRS. 45 Mbps is not offered bundled with the Frame Relay Access Line. 45 Mbps is available on a UNI or NNI port only basis. The Frame Relay UNI and NNI Port Only offerings are provided for digital access line connections to the network supporting FRS. Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

Ports are provisioned on a specified speed and CIR basis, depending upon Customer's request. The actual throughput of Customer traffic cannot exceed the bandwidth of the access line and the port speed. Since multiple PVCs may be defined on one physical port, it is possible for the cumulative CIRs to exceed the physical bandwidth of that port. This is referred to as over-subscription and when this occurs, there can be no guarantee that the CIR defined for that port and PVC will be available at any point in time.

No PVC can have a CIR greater bit rate than the lower of the two port speeds connected by the PVC segment.

A PVC must be associated with at least one Frame Relay Port. A Frame Relay Port can be associated with multiple PVCs.

Customer subscribing to a FRS port or port with access line will be referred to as the Controller of the Frame Relay Port. A separate entity may subscribe, with written authorization from the Controller, to a PVC which allows communication between entities. A disconnect of a PVC does not result in the disconnect of the underlying access line and port. Only the Controller may order the disconnect of the Frame Relay Access Service. Both Customers must have a FRS. The Controller of each Frame Relay Access Service must have written permission from the Controller(s) of each of the FRSs to which a PVC is requested.

The Frame Relay Port and/or PVCs may be ordered and billed separately from an associated frame relay port and PVC and can have different Customers as Controllers.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.2 Service Provisioning, (cont'd.)

Customer must specify at service subscription the CIR and the maximum Be for each PVC ordered. CIR is the maximum information rate at which Customer's traffic will be admitted to the Frame Relay network without being designated eligible for discard.

The maximum value for the Be will be the lower of the two port speeds connected by the PVC segment. For example, if Customer location A has a 56 Kbps port and Customer location B has a 45 Mbps port, the maximum allowable Be for the PVC linking these two locations is 56 Kbps.

Frame Relay to ATM PVC conversion is a FRS option which permits PVC paths to be established between Frame Relay subscribers and ATM users when interworking is available.

Customers ordering a Frame Relay PVC must designate that the termination of the PVC will occur on an ATM Service. In addition, Customer must designate the CIR of the PVC. A monthly recurring charge based upon the CIR of the PVC ordered will apply for each PVC interworked to an ATM Service in addition to the PVC CIR Capacity charge.

Company does not undertake to originate data, but offers the use of its service components, where available, to Customers for the purpose of transporting Customer-originated data.

FRS is available where facilities and conditions permit.

5.2.3 Obligations of Company

In addition to the general conditions described in Section 2, when Customer requests a path which is related to other Local Exchange Carriers, Interexchange Carriers or other Frame Relay networks, Company will provide assistance in establishing the associated PVC.

Occasionally, in order to perform software updates and other maintenance, it may be necessary to take the Frame Relay switch out of service, during the predetermined maintenance window. In these cases, all attempts will be made to notify Customer in advance as to the time and duration of these outages. Company reserves the right to temporarily interrupt FRS at other times in emergency situations.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.4 Obligations of Customer

In addition to the general conditions described in Section 2:

- Customer's Frame Relay terminal equipment has the responsibility for retransmitting frames which are discarded due to errors or network congestion.
- Customer, upon request, shall furnish such information as may be required to permit Company to design and maintain the FRS it offers and to assure that the service arrangement is in compliance with the regulations contained herein. At service subscription, Customer will be expected to specify the Data Link Connection Identifier (DLCI), PVC CIR capacity and Be for each PVC ordered. The DLCI is a Frame Relay term defining a 10-bit field of the address field, and identifies data links and their service parameters. If desired, Customer may request that Company assign DLCIs.
- It shall be the responsibility of Customer to ensure the continuing compatibility of Customer-Provided Equipment (CPE) that is used in conjunction with the FRS. The CPE shall be in compliance with FCC rules and regulations.
- Customer shall be responsible for obtaining permission for Company's agents or employees to enter the premises of Customer or its users at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the service, removing the service components of Company.
- Error correction is the responsibility of Customer's terminal equipment and/or applications. If the FRS network experiences congestion or failures, customer data may be discarded. In addition, frames that are received in excess of the Be, with bad addresses, or other errors, will be discarded on ingress to the network.

5.2.5 Rate Regulations

(A) Minimum Period

The minimum period for FRS is one month, except when provided under a Term Payment Plan (TPP) arrangement. The regulations applicable to FRS provided under a TPP arrangement are specified under 5.2.5D. 45 Mbps Frame Relay UNI Ports are offered on a one, three or five year basis.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.5 Rate Regulations, (cont'd.)

(B) Rate Elements

(1) Frame Relay UNI Port and Access Line

A nonrecurring charge and a monthly rate, based on the speed of the port connection (e.g., 56/64 Kbps, 384 Kbps or 1.544 Mbps), apply per port for each physical connection to the network supporting FRS. Each port can accommodate multiple paths (PVCs). Clear channel capability, as necessary, is included at no additional charge. This bundled port and access offering is available only where facilities and conditions permit.

(2) Frame Relay UNI or NNI Port Only

A nonrecurring charge and a monthly rate, based on the speed of the port connection (e.g., 56/64 Kbps or 1.544 Mbps), apply per port for each Frame Relay Access Line or digital private line connection to the network supporting FRS. Each port can accommodate multiple paths (PVCs). Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

(a) Network-to-Network Interface (NNI) Port Only

The NNI port configuration is used for connecting two networks together for bidirectional messaging and is available on a private basis only. A private NNI is a NNI port sold for the exclusive use of the Customer.

(b) User-to-Network Interface (UNI) Port Only

The UNI port provides for a user to carrier connection (i.e., end user Customer to Company).



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.5 Rate Regulations, (cont'd.)

(B) Rate Elements, (cont'd.)

(3) Frame Relay PVCs

(a) Intrazone PVC

A monthly rate applies, based upon CIR capacity, for each Intrazone PVC requested by Customer.

(b) Interworked PVC

A monthly rate applies, based upon CIR capacity, for each PVC interworked to an ATM service as set forth in Section 5.2.6. This charge is in addition to Intrazone or Interzone Frame Relay PVC rate element and its associated CIR capacity.

(C) Rate Application

Customer may access FRS via a Frame Relay access line or via facilities provided by another carrier. Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer. If Customer utilizes such access facilities, the associated regulations, rates and charges for such facilities shall apply in addition to the rates and charges associated with the FRS rate elements.

The UNI Port provides for a user to Frame Relay switch connection; the NNI Port provides for a Frame Relay switch to Frame Relay switch connection.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.5 Rate Regulations, (cont'd.)

(C) Rate Application, (cont'd.)

The Frame Relay Port (unbundled or bundled with an access line) and its associated PVC segment(s) may be ordered and billed separately from an associated Frame Relay Port and PVC and can have different Controllers, as discussed under 5.2.2. A request by one Customer to discontinue a PVC does not result in the disconnection of the Frame Relay Access Line and Port. Only the Controller of a Frame Relay Access Service may authorize a disconnect of that line.

(D) Term Payment Plan (TPP)

(1) General

The terms and conditions specified herein are applicable to FRS and are in addition to other regulations as specified in this Tariff.

The Frame Relay UNI Port with Access Line, the Frame Relay UNI or NNI Port Only rate elements are available under a TPP. PVCs are not offered under a TPP.

Frame Relay TPP rates will not be greater than standard month-to-month Frame Relay rates, for the same rate elements.

Three year and five year TPP rates will be equal to or less than the one year TPP rates. Decreases to the one year TPP rates will flow through to the three year and five year TPP rates.

Payment periods of one year three year, and five year are available to all Customers at the applicable rates set forth in 5.2.6 regardless of when they subscribe to a TPP arrangement. Rate elements must be ordered under the same TPP period. Customer must designate on the Service Request the payment period for the TPP.

Inside moves, provided in accordance with Section 4, will not incur termination liability charges. Outside moves, provided in accordance with Section 4, will allow Customer to retain the same TPP payment period. Any other move will be treated as a disconnect of the service and termination liability charges will apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.5 Rate Regulations, (cont'd.)

(D) Term Payment Plan (TPP), (cont'd.)

(2) Changes in Length of TPP Period

Prior to the completion of the selected TPP period, Customer may elect to convert to a new TPP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original TPP arrangement.
- Nonrecurring charges will not be reapplied for existing service(s).
- If the new TPP period is shorter in length than the time remaining under the existing TPP, the change to the new TPP period constitutes a discontinuance of the existing TPP service and termination liability charges apply.

(3) Renewal Options

At the expiration of a TPP period, Company will automatically renew the service at the same TPP period unless Customer chooses to convert to a different TPP period, convert to month-to-month rates or discontinue service.

Conversion to a different TPP period will require Customer to submit a change order Service Request. Conversion of existing TPP service to a different TPP period will be allowed without application of any nonrecurring or ordering charges.

Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. However, if no other changes are ordered, no charge will apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.5 Rate Regulations, (cont'd.)

(D) Term Payment Plan (TPP), (cont'd.)

(4) Notification of Discontinuance

A Service Request for discontinuance of a TPP arrangement must be received by Company at least 30 days prior to actual disconnect of service. Monthly charges will apply for a period of 30 days from the date Company receives disconnect notification or until the requested disconnect date, whichever period is longer.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.5 Rate Regulations, (cont'd.)

(D) Term Payment Plan (TPP), (cont'd.)

(5) Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during a TPP period, subject to the following conditions:

Both the existing and the new services are provided solely by Company.

The order to discontinue a service at an existing speed or capacity and the order for the upgraded service are received by Company at the same time.

The new service will be provided at the same Customer location as the discontinued service.

The fixed-period plan for the upgraded service(s) meets or exceeds the remaining length of the existing fixed-period plan.

The total monthly rate of the new agreement is equal to or greater than the total monthly rate of the existing agreement period.

The monthly rates for the upgraded services and/or service elements will be those in effect at the time of the service upgrade. The upgraded service will be subject to all appropriate nonrecurring charges.

Termination liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s) or meets the move requirements set forth in Section 4.3.

(6) Termination Liability

When a TPP arrangement is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the TPP period in effect at the time of disconnect.

One Year TPP - 50% of any remaining portion of the first year's recurring charges for the in service quantity.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.5 Rate Regulations, (cont'd.)

(D) Term Payment Plan (TPP), (cont'd.)

(6) Termination Liability (cont'd.)

Three Year TPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, Customer will be liable for 10% of the total monthly recurring charges in that time period for the in service quantity.

Five Year TPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, Customer will be liable for 10% of the total monthly recurring charges in that time period for the in service quantity.

(7) Termination Without Liability

During a TPP period, should the currently effective rate for Customer's service increase, Customer may, at his/her option, terminate the TPP arrangement without penalty or liability.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.6 Rates and Charges

(A) Frame Relay UNI Port and Access Line, each\*

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
56/64 Kbps**		
Month-to-Month	\$195.00	\$110.00
One Year Term Payment Plan (TPP)	195.00	105.00
Three Year TPP	195.00	95.00
Five Year TPP	195.00	85.00

\* For services established on or after August 30, 1997, the PVC CIR capacity rate element will also apply.

\*\* Upon request and where available.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.6 Rates and Charges, (cont'd.)

(A) Frame Relay UNI Port and Access Line, each\*, (cont'd.)

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
128 Kbps		
Month-to-Month	\$395.00	\$200.00
One Year Term Payment Plan (TPP)	395.00	180.00
Three Year TPP	395.00	165.00
Five Year TPP	395.00	160.00
256 Kbps		
Month-to-Month	\$395.00	\$280.00
One Year TPP	395.00	250.00
Three Year TPP	395.00	235.00
Five Year TPP	395.00	220.00

\* For services established on or after August 30, 1997, the PVC CIR capacity rate element will also apply.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.6 Rates and Charges, (cont'd.)

(A) Frame Relay UNI Port and Access Line, each\*, (cont'd.)

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
384 Kbps		
Month-to-Month	\$395.00	\$380.00
One Year Term Payment Plan (TPP)	395.00	370.00
Three Year TPP	395.00	355.00
Five Year TPP	395.00	340.00

\* For services established on or after August 30, 1997, the PVC CIR capacity rate element will also apply.

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5.2 Frame Relay Service I, (cont'd.)

5.2.6 Rates and Charges, (cont'd.)

(A) Frame Relay UNI Port and Access Line, each\*, (cont'd.)

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
1.544 Mbps		
Month-to-Month	\$395.00	\$530.00
One Year Term Payment Plan (TPP)	395.00	510.00
Three Year TPP	395.00	490.00
Five Year TPP	395.00	470.00

\* For services established on or after August 30, 1997, the PVC CIR capacity rate element will also apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.6 Rates and Charges, (cont'd.)

(B) Frame Relay UNI Port Only, each\*

	Nonrecurring Charge	Monthly Rate
56/64 Kbps**		
Month-to-Month	\$ 95.00	\$24.00
One Year Term Payment Plan (TPP)	95.00	23.00
Three Year TPP	95.00	22.00
Five Year TPP	95.00	21.00
128 Kbps		
Month-to-Month	\$ 150.00	\$ 80.00
One Year TPP	150.00	75.00
Three Year TPP	150.00	70.00
Five Year TPP	150.00	68.00
256 Kbps		
Month-to-Month	150.00	115.00
One Year TPP	150.00	110.00
Three Year TPP	150.00	105.00
Five Year TPP	150.00	100.00
384 Kbps		
Month-to-Month	150.00	160.00
One Year TPP	150.00	150.00
Three Year TPP	150.00	140.00
Five Year TPP	150.00	130.00

\* For services established on or after August 30, 1997, the PVC CIR capacity rate element will also apply.

\*\* Upon request and where available.

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5.2 Frame Relay Service I, (cont'd.)

5.2.6 Rates and Charges, (cont'd.)

(B) Frame Relay UNI Port Only, each\*, (cont'd.)

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
1.544 Mbps		
Month-to-Month	\$295.00	\$213.00
One Year Term Payment Plan (TPP)	295.00	211.00
Three Year TPP	295.00	208.00
Five Year TPP	295.00	205.00

\* For services established on or after August 30, 1997, the PVC CIR capacity rate element will also apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.6 Rates and Charges, (cont'd.)

(B) Frame Relay UNI Port Only, each\*, (cont'd.)

	<u>Nonrecurring Charge</u>	<u>Month-to- Month Rate</u>	<u>One Year Rate</u>	<u>Three Year Rate</u>	<u>Five Year Rate</u>
<u>45 Mbps</u>	395.00	1,080.00	1,040.00	1,010.00	970.00

\* For services established on or after August 30, 1997, the PVC CIR capacity rate element will also apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.6 Rates and Charges, (cont'd.)

(C) Frame Relay Private NNI Port Only, each\*

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
256 Kbps	\$95.00	\$50.00
128 Mbps	95.00	25.00
384 Kbps		
Month-to-Month	\$295.00	\$ 78.00
One Year TPP	295.00	75.00
Three Year TPP	295.00	72.00
Five Year TPP	295.00	69.00
.544 Mbps		
Month-to-Month	295.00	180.00
One Year TPP	295.00	170.00
Three Year TPP	295.00	160.00
Five Year TPP	295.00	150.00
45 Mbps		
Month-to-Month	595.00	800.00
One Year TPP	595.00	750.00
Three Year TPP	595.00	725.00
Five Year TPP	595.00	700.00

\* For services established on or after August 30, 1997, the PVC CIR capacity rate element will also apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.6 Rates and Charges, (cont'd.)

(D) Frame Relay PVC, each

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
Excluding 45 Mbps PVCs*		
Month-to-Month	\$20.00	\$8.00
One Year TPP	20.00	7.00
Three Year TPP	20.00	6.00
Five Year TPP	20.00	5.00

\* Limited to services established prior to August 30, 1997.

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5.2 Frame Relay Service I, (cont'd.)

5.2.6 Rates and Charges, (cont'd.)

(D) Frame Relay PVC, each, (cont'd.)

(1) Intrazone, based on CIR requested

	<u>Monthly Rate</u>
0 – 32 Kbps	\$ 8.00
33 – 64 Kbps	15.00
65 – 96 Kbps	21.00
97 – 128 Kbps	25.00
129 – 192 Kbps	34.00
193 – 256 Kbps	42.00
257 – 320 Kbps	48.00
321 – 384 Kbps	54.00



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5.2 Frame Relay Service I, (cont'd.)

5.2.6 Rates and Charges, (cont'd.)

(D) Frame Relay PVC, each, (cont'd.)

(1) Intrazone, based on CIR requested, (cont'd.)

	<u>Monthly Rate</u>
385 – 512 Kbps	\$60.00
513 – 768 Kbps	70.00
769 – 1152 Kbps	80.00
1153 – 1536 Kbps	90.00
1537 – 4000 Kbps	120.00
4001 – 10000 Kbps	250.00
10001 – 15000 Kbps	330.00
15001 – 20000 Kbps	410.00
20001 – 25000 Kbps	490.00
25001 – 30000 Kbps	570.00
30001 – 35000 Kbps	650.00
35001 – 40000 Kbps	730.00
40001 – 45000 Kbps	800.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.2 Frame Relay Service I, (cont'd.)

5.2.6 Rates and Charges, (cont'd.)

(E) Frame Relay to ATM Conversion, per PVC, each

(1) Interworked, based on CIR requested

	<u>Monthly Rate</u>
0 – 32 Kbps	\$6.00
33 – 64 Kbps	11.25
65 – 96 Kbps	16.50
97 – 128 Kbps	20.25
129 – 192 Kbps	27.00
193 – 256 Kbps	31.50
257 – 320 Kbps	36.00
321 – 384 Kbps	40.50
385 – 512 Kbps	45.00
513 – 768 Kbps	52.50
769 – 1152 Kbps	60.00
1153 – 1536 Kbps	67.50
1537 – 4000 Kbps	90.00
4001 – 10000 Kbps	187.50
10001 – 15000 Kbps	247.50
15001 – 20000 Kbps	307.50
20001 – 25000 Kbps	367.50
25001 – 30000 Kbps	427.50
30001 – 35000 Kbps	487.50
35001 – 40000 Kbps	547.50
40001 – 45000 Kbps	600.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#

5.3.1 Service Description

High Capacity Broadband Access Cloud (HiBAC) Service is a multi-protocol network that transparently transports a combination of HiBAC Asynchronous Transfer Mode (ATM), inter-worked Frame Relay services, HiBAC Frame Relay services, DSL services and TCP/IP Data Aggregation Services (CyberWAN™) technologies over a single network facility. HiBAC Service is made available to network service

Providers for provision of high-speed data service to their Customers, and provides subject to the terms and conditions set forth herein, for the establishment of a point-to-point virtual circuit between two Customer Designated Locations (CDLs). HiBAC service is comprised of a Broadband Access Point, Frame Relay and ATM User Network Interfaces (UNIs) and Permanent Virtual Circuits (PVCs) in various Quality of Service (QoS) connections. QoS refers to priorities given to cell transmissions and sensitivity of cells to delay variation and loss within the network.

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# Effective March 12, 2003, this service is no longer available to new Customers. Orders to disconnect service received by May 12, 2003 with a due date no later than August 12, 2003, will not be subject to termination liability charges. The Customer will be responsible for ensuring that there is no active traffic on the circuit as of the disconnect order due date. Otherwise, the Company will continue to provide service to existing Customers until March 12, 2004, unless the Customer subscribes to a term plan, in which case the service will be provided until their term commitment plan expires or their service is disconnected, whichever occurs first. Customers with existing term plans scheduled to expire after March 12, 2003 but before March 12, 2004 may continue service until March 12, 2004 at the rates applicable to the expiring plan. Following this extension, the Customer will be required to migrate to either Frame Relay Service III as set forth in Part II, Section 5.6 or Asynchronous Transfer Mode (ATM) Cell Relay Service as set forth in Section 5.7. Orders to disconnect service placed after May 12, 2003 will be subject to the applicable termination liability.

Moves to new locations will not be permitted effective March 12, 2003. Additions or changes, other than moves, to services provided under a term plan will be permitted within the serving wire center(s) where the service exists until March 12, 2004 subject to the availability of suitable facilities. The term plan for changes or additions to services will expire coterminous with the expiration of the Customer's existing term plan.

The Company will waive termination liability charges for Customers migrating their service to either frame relay service or asynchronous transfer mode cell relay service as long as: (1) the replacing service level or port capacity is equal to or greater than the existing service; (2) both the existing and the new services are provided solely by Company; (3) the orders to disconnect and reconnect the service are placed at the same time; and (4) the new service is provided at the same locations as the existing service.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.1 Service Description, (cont'd.)

HiBAC Service combines multiple Company wire centers equipped for ATM Service, Frame Relay Service, ADSL Service and CyberWAN™ services in Company designated areas which consist of a specific geographic grouping of these wire centers.

High Capacity Broadband Access Cloud (HiBAC) Service is a multi-protocol network that transparently transports a combination of HiBAC Asynchronous Transfer Mode (ATM), inter-worked Frame Relay services, HiBAC Frame Relay services, DSL services and TCP/IP Data Aggregation Services (CyberWAN™) technologies over a single network facility. HiBAC Service is made available to network service providers for provision of high-speed data service to their Customers, and provides subject to the terms and conditions set forth herein, for the establishment of a point-to-point virtual circuit between two Customer Designated Locations (CDLs). HiBAC service is comprised of a Broadband Access Point, Frame Relay and ATM User Network Interfaces (UNIs) and Permanent Virtual Circuits (PVCs) in various Quality of Service (QoS) connections. QoS refers to priorities given to cell transmissions and sensitivity of cells to delay variation and loss within the network.

HiBAC Service combines multiple Company wire centers equipped for ATM Service, Frame Relay Service, ADSL Service and CyberWAN™ services in Company designated areas which consist of a specific geographic grouping of these wire centers.

HiBAC Service offers simplified Customer to Customer connectivity, service/network interworking, data aggregation and data delivery by means of a single connection or Broadband Access Point (BAP), i.e., an ATM NNI or UNI.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.2 Service Provisioning

HiBAC Service is available where facilities and conditions permit. For locations where Customer requests HiBAC Service and digital or SONET facilities are not available, special construction charges may apply.

The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Tariff.

The Broadband Access Point is an ATM protocol arrangement between Customer's designated network service provider (i.e., Interexchange Carrier or Internet Service Provider) and the point of connection into the HiBAC Service network. The Broadband Access Point is available in DS3, OC3c and OC12c bandwidths. Once connected, the network service provider obtains access to their end user Customers in a method that is independent of the originating protocol.

A connection from the end user to HiBAC Service is provisioned as either a UNI Port and Access Line or as a UNI Port Only. The UNI Port and Access Line is the facility that provides Customer access to Customer's serving wire center and/or interoffice transport from Customer's serving wire center to a physical interface (UNI Port) on Company's Frame Relay or ATM switch. HiBAC UNI Ports and Access Lines are provided for digital special access lines with frame relay protocol in bandwidth levels of 56Kbps, 128Kbps, 256 Kbps, 384Kbps, DS1 and DS3 as well as with ATM protocol in DS1, DS3 or OC3c bandwidths.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.2 Service Provisioning, (cont'd.)

Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer. For UNI Port Only, both the port and the digital special access line must be ordered by and billed to one customer.

The HiBAC UNI Port is further defined by its speed or bandwidth capability based on the originating protocol. Ports are provisioned on a specified speed which is based upon Customer's request. The actual throughput of Customer traffic cannot exceed the bandwidth of the access line and the port speed. ATM ports are provisioned based on Customer's specified speed of the Sustained Cell Rate (SCR) and Peak Cell Rate (PCR). SCR is the maximum average cell transmission rate on a given PVC. It allows the network to allocate sufficient network resources to guarantee network performance objectives. The PCR is the maximum cell transmission rate (cells per second) per PVC.

HiBAC Service PVC provides a virtual connection between two Customer locations. The PVC defines a dedicated path across the UNI Access Line between the CDL and Company's ATM or Frame Relay switch. Each UNI Access Line requires the purchase of at least one PVC. Customer may subscribe to multiple PVCs. This feature is established over the UNI Access Line via address mapping which enables Customer to have PVCs to various locations. The path is set up by Company based on information from Customer which is submitted on a Service Request (SR). In provisioning FRS, multiple PVCs may be defined on one physical port, the cumulative Committed Information Rates (CIR) may exceed the physical bandwidth of that port and cause "over-subscription". When this occurs, there can be no guarantee that the CIR defined for that port and PVC will be available at any point in time. CIR is the maximum information rate at which Customer's frame relay traffic will be admitted to the HiBAC Service network without being designated eligible for discard. No PVC can have a CIR greater bit rate than the lower of the two port speeds connected by the PVC segment.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.2 Service Provisioning, (cont'd.)

Customer must designate the CIR and maximum Burst Rate (Be) of the PVC. A monthly recurring charge and a nonrecurring charge based upon the CIR capacity (for frame relay) and the SCR (for ATM) of each PVC ordered, as set forth under 5.3.6 will apply for each PVC. HiBAC Service ATM PVCs are available as Variable Bit Rate non-real time (VBR-nrt), Variable Bit Rate real-time (VBR-rt) and Constant Bit Rate (CBR). ATM is based on the SCR which is the maximum average cell transmission rate on a given PVC. It allows the network to allocate sufficient network resources to guarantee network performance objectives.

Company does not undertake to originate data, but offers the use of its service components, where available for the purpose of transporting Customer-originated data.

HiBAC Service is ordered under the SR provisions.

5.3.3 Obligations of Company

In addition to the general conditions described in Section 2, when Customer requests a path which is related to other Local Exchange Carriers, Interexchange Carriers or other Frame Relay or ATM networks, Company will provide assistance in establishing the associated PVC.

Company is responsible for service up to and including the network interface. Company's responsibility is limited to the furnishing of communications facilities and switches suitable for HiBAC Service.

In order to perform software updates and other maintenance, it may be necessary to take the equipment associated with HiBAC Service out of service during Company's maintenance window. Company will provide Customers reasonable and timely notification to minimize impacts to Customer's service. Company reserves the right to temporarily interrupt HiBAC Service at other times in emergency situations.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.4 Obligations of Customer

In addition to the general conditions described in Section 2 preceding:

Customer must provide compatible equipment in accordance with interface requirements. This equipment is responsible for all error correction that may be required when the network supporting HiBAC Service discards frames.

Customer is responsible for the installation, operation and maintenance of any CPE.

It shall be the responsibility of the Customer to ensure the continuing compatibility of the CPE that is used in conjunction with HiBAC Service. The CPE shall be in compliance with FCC rules and regulations.

Customer, upon request, shall furnish such information as may be required to permit Company to design and maintain the HiBAC Service it offers and to assure that the service arrangement is in compliance with the regulations contained herein.

At service subscription, Customer will be expected to specify the PVC CIR capacity and the maximum amount of uncommitted data (Burst Rate or Be) for each frame relay port ordered and the SCR and PCR of the PVC for each ATM port ordered.

Customer shall be responsible for obtaining permission for Company's agents or employees to enter the premises of Customer or its users at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the service, removing the service components of Company.

5.3.5 Rate Regulations

(A) Minimum Period

The minimum period for HiBAC Service is one month, except when provided under a Term and Volume Plan (TVP) arrangement. The regulations applicable to HiBAC Service provided under a TVP arrangement are specified under D.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.5 Rate Regulations, (cont'd.)

(B) Rate Elements

(1) HiBAC Broadband Access Point:

A nonrecurring charge and a monthly rate, based on the bandwidth level of the port connection (i.e., DS3, OC3c or OC12c), apply per port for each digital special access line or Optical Networking connection to the network supporting HiBAC Service. This configuration is used for connecting two networks together for bidirectional messaging. Each port can accommodate multiple PVCs. The Broadband Access Point is also available under a one, three or five-year plan. Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

(2) HiBAC UNI Port Only:

A nonrecurring charge and a monthly rate, based on the bandwidth level (i.e., 56 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, DS1, DS3 or OC3c) and protocol (ATM or frame relay) of each port connection, apply per port for each digital special access line or Optical Networking connection to the network supporting HiBAC Service. Each port can accommodate multiple PVCs. Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

(a) User-to-Network Interface (UNI) Port Only:

The UNI port provides for a user to carrier connection (i.e., end user Customer to Company).

(3) HiBAC UNI Port and Access Line:

A nonrecurring charge and a monthly rate, based on the bandwidth level (i.e., 56 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, DS1, DS3 or OC3c) and protocol, ATM or Frame Relay, of the port connection, apply per port for each physical connection to the network supporting HiBAC Service. Each port can accommodate multiple PVCs.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.5 Rate Regulations, (cont'd.)

(B) Rate Elements, (cont'd.)

(4) HiBAC PVC CIR Capacity and Sustained Cell Rate:

A monthly rate and a nonrecurring charge apply for the PVC based on the CIR capacity for frame relay and the SCR for usage with ATM protocol for each port requested by Customer. PVCs utilizing frame relay protocol are available in CIR capacities ranging from 0 - 32 Kbps to 45,000 Kbps.

PVCs using ATM protocol are available with SCR ranging from 0 - 32 Kbps to 135,000 Kbps in various QoS connections. The QoS parameters offered for these PVCs are:

Variable Bit Rate-real time (VBR-rt) - Supports burst data traffic with average and peak traffic parameters which is transported immediately (i.e., LAN and video applications). The VBR-rt is described by values representing SCR. Cells transmitted within the SCR have the highest priority of the VBR traffic, and will not be tagged as eligible for discard.

Variable Bit Rate-Non Real Time (VBR-nrt) - Used for connections in which there is no fixed timing relationship between samples, i.e., burst data traffic with average and peak traffic parameters. The information is stored and transported at a later time (i.e., Frame Relay Service).

Constant Bit Rate (CBR) - Supports connections that depend on precise timing (clocking) to ensure undistorted delivery, i.e., voice and some types of video.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.5 Rate Regulations, (cont'd.)

(C) Application of Rates and Charges, (cont'd.)

Customer may access HiBAC Service via a Broadband Access, a HiBAC UNI Port and Access Line or UNI Port Only. Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

The HiBAC UNI Port (unbundled or bundled with an access line) and its associated PVC segment(s) may be ordered and billed separately from the associated Broadband Access Point. A request by one Customer to discontinue a PVC does not result in the disconnection of the HiBAC UNI Port and Access Line.

A SR is required for the programming and activation of PVCs. If the sum of the port bandwidth utilized by existing and additional PVCs for CBR and VBR-rt services exceeds the bandwidth allotted for these services within the subscribed bandwidth level for that port, additional PVCs will not be added.

The nonrecurring charge will be applied whenever a change is made to Customer's HiBAC Service configuration (including changes to CIR or remapping PVCs), at Customer's request. Such changes are defined as those rearrangements necessary to add or rearrange Customer's configuration, including changes to Customer's selected network service provider.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.5 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP)

(1) General

The terms and conditions specified herein are applicable to HiBAC Service and are in addition to other regulations as specified in this Tariff.

The HiBAC Service TVP will allow Customers discounted access rates based upon the volume and term commitment. Rates will be based upon the TVP selected by Customer.

The HiBAC Frame Relay UNI Port Only, HiBAC Frame Relay UNI Port and Access Line, HiBAC ATM UNI Port Only, HiBAC ATM UNI Port and Access Line rate elements are available under a TVP arrangement.

HiBAC Service TVP rates will not be greater than standard month to month HiBAC Service rates, for the same rate elements.

Payment periods of one, three and five years are available to all Customers under the TVP rates regardless of when they subscribe to a TVP arrangement. Rate elements must be ordered under the same TVP period.

Customer must designate on the SR the payment period for the TVP. The volume commitments of the TVP selected must be in service no later than the date the TVP was initiated. The volume commitment of the HiBAC Service is to be maintained for the length of the TVP selected.

Inside moves, as specified in Section 4, will not incur termination liability charges.

Outside moves, as specified in Section 4, will allow Customer to retain the same TVP payment period. Any other move will be treated as a disconnect of the service and termination liability charges will apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.5 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(2) Rate Application

For conversion of existing month to month HiBAC Service to a TVP arrangement, Customer will be required to submit written notification or a change order SR to convert to the TVP. No service or billing interruption will occur when Customer converts from month to month rates to TVP. If no other changes to the service(s) are ordered, no charges will apply.

(3) Threshold Levels

Rates are applied based on the following HiBAC UNI Port Only and UNI Port and Access Line threshold levels: 2-50, 51-200, 201-500, 501-1,000 and over 1,000 units. A unit is defined as a HiBAC Port Only or Port and Access arrangement.

(4) Changes to Commitment Quantity or Term

At any time during the plan term, Customer may increase the commitment quantity of UNI Ports or UNI Ports With Access Lines or commitment term to receive a lower threshold rate by submitting written notification to Company.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.5 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(5) TVP Plan Enrollment

When Customer elects to enroll in a TVP he or she must specify, in writing, the enrollment date (which will be the anniversary date) and the commitment quantity for the applicable HiBAC Service arrangement. The specified enrollment date must be within 30 days of receipt. By the specified date, Customer must issue SR(s) to add the TVP and/or convert month to month arrangements to the TVP to fall within the commitment quantity specified.

(6) Annual Review

Each Customer's TVP will be reviewed annually. Customer will be notified as to the status of the TVP if the in-service quantity of HiBAC Service falls below the volume commitment. An allowance of up to five percent will be considered as still having met the volume commitment. Where Customer has less than the volume commitment quantity for a specified discount, charges will be assessed.

If the total number of in-service quantities qualifies Customer for a different TVP rate, Customer will have the option of increasing the commitment quantity for the remainder of the plan.

When a penalty is assessed at the annual review the number of UNI Ports and UNI Ports and Access Lines in-service will become the commitment quantity for the subsequent years' annual review.

(7) TVP Conditions

After enrolling in the plan, Customer may delete or add UNI Ports or UNI Ports and Access Lines rated at the specified term period/threshold level rate at any time during the plan. For example, if Customer subscribes to a three year TVP at the 501-1000 UNI Ports threshold level, then UNI Ports may be added at any time at the three year 501-1000 threshold rate level.

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5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.5 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(8) Shortfall Charges for Failing to Meet Commitment

At the annual review, if the total volume in-service does not meet the volume commitment, a payment equal to the difference between the volume of the TVP rate contracted for and the volume obtained plus 10% will be assessed. The payment will be calculated using the prorated HiBAC Service aggregation quantity at the time of the review. Customer may choose to increase the volume commitment within 30 days after enrollment to the TVP and continue the TVP arrangement or choose to be billed on a going forward basis under either a different TVP or under the month to month rates. If after 30 days, the TVP volume levels are not met, the TVP will be automatically changed to the standard month to month rates.

(9) Changes in Length of TVP Period

Prior to the completion of the selected TVP period, Customer may elect to convert to a new TVP period of the same or different, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original TVP arrangement;
- Nonrecurring charges will not be reapplied for existing service(s);
- If the new TVP period is shorter in length than the time remaining under the existing TVP, the change to the new TVP period constitutes a discontinuance of the existing TVP service and termination liability charges apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.5 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(10) Renewal Options

Upon expiration of a TVP period, Customer may choose a new TVP period, convert to month-to-month or terminate service. The month to month rates will be those rates that are in effect at the time of conversion. If Customer fails to make a choice by the end of the TVP period, the HiBAC Service will continue billing at the existing term and volume commitment level rates and a new TVP period will begin based on the previously effective term and volume commitment. All terms and conditions, including termination liabilities will apply to the new TVP period.

Conversion to a different TVP period will require Customer to submit a change order SR. Conversion of existing TVP service to a different TVP period will be allowed without application of any nonrecurring charges.

Conversion to month to month rates will be treated as a disconnect of service and establishment of new service. However, if no other changes are ordered, no charge will apply.

(11) Notification of Discontinuance

A SR for discontinuance of a TVP arrangement must be received by Company at least 30 days prior to actual disconnect of service. Recurring charges will apply for a period of 30 days from the date Company receives disconnect notification or until the requested disconnect date, whichever period is longer.

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5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.5 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(12) Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during a TVP period. The upgraded service will be subject to all appropriate NRCs in addition to the following conditions:

- Both the existing and the new services are provided solely by Company;
- The order to discontinue a service at an existing speed or capacity and the order for the upgraded service are received by Company at the same time;
- The new service will be provided at the same Customer location(s) as the discontinued service;
- The higher speed term commitment must be equal to or longer than the time remaining under the TVP;
- The total monthly rate of the new agreement is equal to or greater than the total monthly rate of the existing agreement period;
- The monthly rates for the upgraded service(s) and/or service elements will be those in effect at the time of the service upgrade. The upgraded service will be subject to all appropriate nonrecurring charges;
- Termination liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s).

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.5 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(13) Termination Liability

When a TVP service is discontinued prior to the end of the commitment period, termination liability charges will apply, as set forth below, based on the remainder of the TVP period in effect at the time of disconnect. The termination liability is also applicable to the HiBAC Broadband Access Point.

One Year TVP - 50% of any remaining portion of the first year's recurring charges for the in-service quantity.

Three Year TVP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, Customer will be liable for 10% of the total monthly recurring charges in that time period.

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5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.5 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(13) Termination Liability, (cont'd.)

Five Year TVP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, Customer will be liable for 15% of the total monthly recurring charges in that time period.

(14) Termination Without Liability

During the term of the existing TVP, Customer may, at their option, terminate the TVP arrangement without penalty or liability should the rates increase due to Company action.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges

(A) Broadband Access Point, each

	Nonrecurring Charge	Monthly Rate	One Year Rate	Three Year Rate	Five Year Rate
HiBAC ATM DS3	\$1,500.00	\$ 340.00	\$ 330.00	\$ 325.00	\$ 320.00
HiBAC ATM OC3c	1,500.00	530.00	520.00	510.00	505.00
HiBAC ATM OC12c	2,000.00	1,450.00	1,400.00	1,390.00	1,380.00

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5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(B) HiBAC Frame Relay 56 Kbps UNI Port Only, each

Nonrecurring <u>Charge</u> \$80.00	Standard Monthly <u>Rate</u> \$27.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$80.00	\$25.00	\$24.00	\$23.00
51 - 200 Units	80.00	24.00	23.00	22.00
201 - 500 Units	80.00	23.00	22.00	21.00
501 - 1000 Units	80.00	22.00	21.00	20.00
Over 1000 Units	80.00	21.00	20.00	19.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(C) HiBAC Frame Relay 128 Kbps UNI Port Only, each

Nonrecurring <u>Charge</u> \$150.00	Standard Monthly <u>Rate</u> \$80.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$150.00	\$79.00	\$77.00	\$75.00
51 - 200 Units	150.00	77.00	75.00	73.00
201 - 500 Units	150.00	75.00	70.00	65.00
501 - 1000 Units	150.00	73.00	65.00	63.00
Over 1000 Units	150.00	65.00	63.00	56.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(D) HiBAC Frame Relay 256 Kbps UNI Port Only, each

Nonrecurring <u>Charge</u> \$150.00	Standard Monthly <u>Rate</u> \$123.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$150.00	\$119.00	\$116.00	\$113.00
51 - 200 Units	150.00	116.00	113.00	109.00
201 - 500 Units	150.00	113.00	105.00	98.00
501 - 1000 Units	150.00	109.00	98.00	94.00
Over 1000 Units	150.00	98.00	94.00	84.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(E) HiBAC Frame Relay 384 Kbps UNI Port Only, each

Nonrecurring <u>Charge</u> \$150.00	Standard Monthly <u>Rate</u> \$165.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$150.00	\$158.00	\$154.00	\$150.00
51 - 200 Units	150.00	154.00	150.00	145.00
201 - 500 Units	150.00	150.00	140.00	130.00
501 - 1000 Units	150.00	144.00	130.00	125.00
Over 1000 Units	150.00	130.00	125.00	112.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(F) HiBAC Frame Relay DS1 UNI Port Only, each

Nonrecurring <u>Charge</u> \$395.00	Standard Monthly <u>Rate</u> \$255.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$395.00	\$249.00	\$242.00	\$236.00
51 - 200 Units	395.00	242.00	236.00	227.00
201 - 500 Units	395.00	236.00	220.00	205.00
501 - 1000 Units	395.00	227.00	205.00	196.00
Over 1000 Units	395.00	205.00	196.00	176.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(G) HiBAC Frame Relay DS3 UNI Port Only, each

Nonrecurring <u>Charge</u> \$395.00	Standard Monthly <u>Rate</u> \$1,440.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$395.00	\$1,390.00	\$1,353.00	\$1,316.00
51 - 200 Units	395.00	1,353.00	1,316.00	1,267.00
201 - 500 Units	395.00	1,316.00	1,230.00	1,144.00
501 - 1000 Units	395.00	1,267.00	1,144.00	1,095.00
Over 1000 Units	395.00	1,144.00	1,095.00	984.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(H) HiBAC ATM DS1 UNI Port Only, each

Nonrecurring <u>Charge</u> \$650.00	Standard Monthly <u>Rate</u> \$205.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$650.00	\$198.00	\$193.00	\$188.00
51 - 200 Units	650.00	193.00	188.00	181.00
201 - 500 Units	650.00	188.00	175.00	163.00
501 - 1000 Units	650.00	188.00	175.00	163.00
Over 1000 Units	650.00	163.00	156.00	140.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(I) HiBAC ATM DS3 UNI Port Only, each

Nonrecurring <u>Charge</u> \$1,500.00	Standard Monthly <u>Rate</u> \$375.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$1,500.00	\$368.00	\$356.00	\$346.00
51 - 200 Units	1,500.00	358.00	348.00	335.00
201 - 500 Units	1,500.00	348.00	325.00	303.00
501 - 1000 Units	1,500.00	335.00	303.00	290.00
Over 1000 Units	1,500.00	303.00	290.00	260.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(J) HiBAC ATM OC3c UNI Port Only, each

Nonrecurring <u>Charge</u> \$1,500.00	Standard Monthly <u>Rate</u> \$595.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$1,500.00	\$577.00	\$561.00	\$546.00
51 - 200 Units	1,500.00	561.00	546.00	526.00
201 - 500 Units	1,500.00	546.00	510.00	475.00
501 - 1000 Units	1,500.00	526.00	475.00	454.00
Over 1000 Units	1,500.00	475.00	454.00	425.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(K) HiBAC Frame Relay 56 Kbps UNI Port and Access Line, each

Nonrecurring <u>Charge</u> \$295.00	Standard Monthly <u>Rate</u> \$115.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$295.00	\$108.00	\$105.00	\$102.00
51 - 200 Units	295.00	105.00	102.00	98.00
201 - 500 Units	295.00	102.00	95.00	89.00
501 - 1000 Units	295.00	98.00	89.00	85.00
Over 1000 Units	295.00	89.00	85.00	76.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(L) HiBAC Frame Relay 128 Kbps UNI Port and Access Line, each

Nonrecurring <u>Charge</u> \$395.00	Standard Monthly <u>Rate</u> \$195.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$395.00	\$187.00	\$182.00	\$177.00
51 - 200 Units	395.00	182.00	177.00	170.00
201 - 500 Units	395.00	177.00	165.00	154.00
501 - 1000 Units	395.00	170.00	154.00	147.00
Over 1000 Units	395.00	154.00	147.00	132.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(M) HiBAC Frame Relay 256 Kbps UNI Port and Access Line, each

Nonrecurring <u>Charge</u> \$395.00	Standard Monthly <u>Rate</u> \$275.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$395.00	\$266.00	\$259.00	\$252.00
51 - 200 Units	395.00	259.00	252.00	242.00
201 - 500 Units	395.00	252.00	235.00	219.00
501 - 1000 Units	395.00	242.00	219.00	209.00
Over 1000 Units	395.00	219.00	209.00	188.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(N) HiBAC Frame Relay 384 Kbps UNI Port and Access Line, each

Nonrecurring <u>Charge</u> \$395.00	Standard Monthly <u>Rate</u> \$385.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$395.00	\$379.00	\$369.00	\$359.00
51 - 200 Units	395.00	369.00	359.00	345.00
201 - 500 Units	395.00	359.00	335.00	312.00
501 - 1000 Units	395.00	345.00	312.00	298.00
Over 1000 Units	395.00	312.00	298.00	268.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(O) HiBAC Frame Relay DS1 UNI Port and Access Line, each

Nonrecurring <u>Charge</u> \$395.00	Standard Monthly <u>Rate</u> \$575.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$395.00	\$554.00	\$539.00	\$525.00
51 - 200 Units	395.00	539.00	525.00	505.00
201 - 500 Units	395.00	525.00	490.00	456.00
501 - 1000 Units	395.00	505.00	456.00	436.00
Over 1000 Units	395.00	456.00	436.00	392.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(P) HiBAC Frame Relay DS3 UNI Port and Access Line, each

Nonrecurring <u>Charge</u> \$895.00	Standard Monthly <u>Rate</u> \$3,570.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$895.00	\$3,650.00	\$3,553.00	\$3,456.00
51 - 200 Units	895.00	3,553.00	3,456.00	3,327.00
201 - 500 Units	895.00	3,456.00	3,230.00	3,004.00
501 - 1000 Units	895.00	3,327.00	3,004.00	2,875.00
Over 1000 Units	895.00	3,004.00	2,875.00	2,584.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(Q) HiBAC ATM DS1 UNI Port and Access Line, each

Nonrecurring <u>Charge</u> \$1,500.00	Standard Monthly <u>Rate</u> \$460.00
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Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$1,500.00	\$447.00	\$435.00	\$423.00
51 - 200 Units	1,500.00	435.00	423.00	407.00
201 - 500 Units	1,500.00	423.00	395.00	368.00
501 - 1000 Units	1,500.00	407.00	368.00	352.00
Over 1000 Units	1,500.00	368.00	352.00	316.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(R) HiBAC ATM DS3/ATM OC3c UNI Port and Access Line, each

Nonrecurring <u>Charge</u>	Standard Monthly <u>Rate</u>
\$3,000.00	2,275.00

Term and Volume Plan

	Nonrecurring <u>Charge</u>	One Year <u>Rate</u>	Three Year <u>Rate</u>	Five Year <u>Rate</u>
2 - 50 Units	\$3,000.00	\$2,204.00	\$2,145.00	\$2,087.00
51 - 200 Units	3,000.00	2,145.00	2,087.00	2,009.00
201 - 500 Units	3,000.00	2,087.00	1,950.00	1,814.00
501 - 1000 Units	3,000.00	2,009.00	1,814.00	1,736.00
Over 1000 Units	3,000.00	1,814.00	1,736.00	1,560.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(S) HiBAC Frame Relay Permanent Virtual Circuit, each  
(Based on CIR Requested)

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
0 – 32 Kbps	\$29.00	\$8.00
33 – 64 Kbps	29.00	15.00
65 – 96 Kbps	29.00	22.00
97 – 128 Kbps	29.00	27.00
129 – 192 Kbps	29.00	36.00
193 – 256 Kbps	29.00	42.00
257 – 320 Kbps	29.00	48.00
321 – 384 Kbps	29.00	54.00
385 – 512 Kbps	29.00	60.00
513 – 768 Kbps	29.00	70.00
769 – 1152 Kbps	29.00	80.00
1153 – 1536 Kbps	29.00	90.00
1537 – 4000 Kbps	29.00	120.00
4001 – 10000 Kbps	29.00	250.00
10001 – 15000 Kbps	29.00	330.00
15001 – 20000 Kbps	29.00	410.00
20001 – 25000 Kbps	29.00	490.00
25001 – 30000 Kbps	29.00	570.00
30001 – 35000 Kbps	29.00	650.00
35001 – 40000 Kbps	29.00	730.00
40001 – 45000 Kbps	29.00	800.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(T) HiBAC ATM Permanent Virtual Circuit, each  
(VBR-nrt, based on SCR Requested)

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
0 – 32 Kbps	\$29.00	\$8.00
33 – 64 Kbps	29.00	15.00
65 – 96 Kbps	29.00	22.00
97 – 128 Kbps	29.00	29.00
129 – 192 Kbps	29.00	36.00
193 – 256 Kbps	29.00	42.00
257 – 320 Kbps	29.00	48.00
321 – 384 Kbps	29.00	54.00
385 – 512 Kbps	29.00	60.00
513 – 768 Kbps	29.00	65.00
769 – 1152 Kbps	29.00	70.00
1153 – 1536 Kbps	29.00	75.00
1537 – 4000 Kbps	29.00	120.00
4001 – 10000 Kbps	29.00	250.00
10001 – 15000 Kbps	29.00	330.00
15001 – 20000 Kbps	29.00	410.00
20001 – 25000 Kbps	29.00	490.00
25001 – 30000 Kbps	29.00	570.00
30001 – 35000 Kbps	29.00	650.00
35001 – 40000 Kbps	29.00	730.00
40001 – 45000 Kbps	29.00	800.00
45001 – 90000 Kbps	29.00	1,500.00
90001 – 135000 Kbps	29.00	2,400.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(U) HiBAC ATM Permanent Virtual Circuit, each  
(VBR-rt, based on SCR Requested)

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
0 – 32 Kbps	\$29.00	\$10.00
33 – 64 Kbps	29.00	18.75
65 – 96 Kbps	29.00	27.50
97 – 128 Kbps	29.00	36.25
129 – 192 Kbps	29.00	45.00
193 – 256 Kbps	29.00	52.50
257 – 320 Kbps	29.00	60.00
321 – 384 Kbps	29.00	67.50
385 – 512 Kbps	29.00	75.00
513 – 768 Kbps	29.00	81.25
769 – 1152 Kbps	29.00	87.50
1153 – 1536 Kbps	29.00	93.75
1537 – 4000 Kbps	29.00	150.00
4001 – 10000 Kbps	29.00	312.50
10001 – 15000 Kbps	29.00	412.50
15001 – 20000 Kbps	29.00	512.50
20001 – 25000 Kbps	29.00	612.50
25001 – 30000 Kbps	29.00	712.50
30001 – 35000 Kbps	29.00	812.50
35001 – 40000 Kbps	29.00	912.50
40001 – 45000 Kbps	29.00	1,000.00
45001 – 90000 Kbps	29.00	1,875.00
90001 – 135000 Kbps	29.00	3,000.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.3 High Capacity Broadband Access Cloud#, (cont'd.)

5.3.6 Rates and Charges, (cont'd.)

(V) HiBAC ATM Permanent Virtual Circuit, each  
(CBR, based on SCR Requested)

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
0 – 32 Kbps	\$29.00	\$12.00
33 – 64 Kbps	29.00	22.50
65 – 96 Kbps	29.00	33.00
97 – 128 Kbps	29.00	43.50
129 – 192 Kbps	29.00	54.00
193 – 256 Kbps	29.00	63.00
257 – 320 Kbps	29.00	72.00
321 – 384 Kbps	29.00	81.00
385 – 512 Kbps	29.00	90.00
513 – 768 Kbps	29.00	97.50
769 – 1152 Kbps	29.00	105.00
1153 – 1536 Kbps	29.00	112.50
1537 – 4000 Kbps	29.00	180.00
4001 – 10000 Kbps	29.00	375.00
10001 – 15000 Kbps	29.00	495.00
15001 – 20000 Kbps	29.00	615.00
20001 – 25000 Kbps	29.00	735.00
25001 – 30000 Kbps	29.00	855.00
30001 – 35000 Kbps	29.00	975.00
35001 – 40000 Kbps	29.00	1,095.00
40001 – 45000 Kbps	29.00	1,200.00
45001 – 90000 Kbps	29.00	2,250.00
90001 – 135000 Kbps	29.00	3,600.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#

5.4.1 General

Asynchronous Transfer Mode (ATM) Network Service is a form of "fast packet" switching service for high speed networks which require flexible bandwidth, high-performance transport and switching for connectivity between and among widely distributed Customer locations. ATM Network Service is a cell-based, connection-oriented, switching and multiplexing technology designed to be a fast, general-purpose transfer mode for multiple services.

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# Effective March 12, 2003, this service is no longer available to new Customers. Orders to disconnect service received by May 12, 2003 with a due date no later than August 12, 2003 will not be subject to termination liability charges. The Customer will be responsible for ensuring that there is no active traffic on the circuit as of the disconnect order due date. Otherwise, the Company will continue to provide service to existing Customers until March 12, 2004 unless the Customer subscribes to a term plan, in which case the service will be provided until their term commitment plan expires or their service is disconnected, whichever occurs first. Customers with existing term plans scheduled to expire after March 12, 2003 but before March 12, 2004 may continue service until March 12, 2004 at the rates applicable to the expiring plan. Following this extension, the Customer will be required to migrate to either Frame Relay Service III as set forth in Part II, Section 5.6 or Asynchronous Transfer Mode (ATM) Cell Relay Service as set forth in Section 5.7 or to disconnect their service. Orders to disconnect service placed after March 12, 2003 will be subject to applicable termination liability.

Moves to new locations will not be permitted effective March 12, 2003. Additions or changes, other than moves, to services provided under a term plan will be permitted within the serving wire center(s) where the service exists until March 12, 2003 subject to the availability of suitable facilities. The term plan for changes or additions to services will expire coterminous with the expiration of the Customer's existing term plan.

The Company will waive termination liability charges for Customers migrating their service to either Frame Relay Service III as set forth in Part II, Section 5.6 or ATM Cell Relay Service as set forth in Part II, Section 5.7 as long as: (1) the replacing service level or port capacity is equal to or greater than the existing service; (2) the orders to disconnect and reconnect the service are placed at the same time; and (3) the new service is provided at the same locations as the existing service.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.1 General, (cont'd.)

ATM Network Service conforms to protocol standards created by the ITU-T (Telecommunication Standardization Bureau of the International Telecommunication Union), formerly Consultative Committee for International Telegraph and (CCITT) and American National Standards Institute (ANSI), publications T1.511, T1.627 and T1.630.

ATM Network Service is a high-bandwidth medium with low delay and has the capability to be switched or routed to a specific destination.

ATM Network Service is available where facilities and conditions permit.

ATM Network Service is a data networking technology that uses 53 byte cells, consisting of a 5 byte header which contains addressing, payload type and network priority information and a 48 byte payload for data. The cells are transmitted through an ATM network in a "real time" (no delay in transmission) or "non-real time" sensitive manner on virtual channels.

A Permanent Virtual Circuit (PVC) is established between two or more Customer designated locations (CDLs). PVCs are logical circuits that define a specific path for data sent by Customer to another location. Once a PVC is defined, it requires no setup operation before data is sent and no disconnect operation after data is sent. A new PVC connection between the same CDLs may be routed along a different path.

A Permanent Virtual Path (PVP) is a point-to-point, pre-defined logical circuit pathway that is utilized for routing ATM cells which are assigned to PVCs between two Customer locations. PVPs are available in assignable bandwidths and cannot exceed the bandwidth of the ports through which they are provided network access and egress, i.e., DS1 (1.544 Mbps), DS3 (45 Mbps), OC3c (155 Mbps) and OC12c (622.08 Mbps).

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.2 Service Description

Subscription to a PVP allows Customer to manage the channel assignments of PVCs within PVPs. This is allowable, provided that the sum of the service parameters of all assigned PVCs do not exceed the aggregate service parameters of the PVP. A single PVP may support multiple PVCs and may support Switched Virtual Circuits (SVCs) provided that the SVC signaling is encapsulated in a tunneling protocol.

PVPs must also be subscribed to with an assigned Quality of Service (QoS) value, which is selectable from the QoS values supported by the Company's network at the time of service subscription. All subsequently assigned PVCs within a PVP must be established with the same QoS value as the PVP to which they are assigned. Multiple PVPs with the same or different QoS subscription parameters may be assigned or established through a single ATM network port.

Company ATM switches are responsible for guaranteeing the QoS ordered by Customer. QoS refers to priorities given to cell transmissions and sensitivity of cells to delay variation and loss within the network. ATM Customers are responsible for selecting the level of service required.

There are five QoS categories:

Constant Bit Rate (CBR): Supports a constant or guaranteed rate to transport services requiring rigorous timing control and performance parameters (i.e., live video).

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.2 Service Description, (cont'd.)

Variable Bit Rate-real time (VBR-rt): Supports bursty data traffic with average and peak traffic parameters which is transported immediately (i.e., LAN and video applications). The VBR-rt is described by values representing Sustainable Cell Rate (SCR) and a Peak Cell Rate (PCR). The SCR is the maximum average cell transmission rate on a given PVC. It allows the network to allocate sufficient network resources to guarantee network performance objectives. The SCR applies only to VBR traffic. The PCR is the maximum cell transmission rate (cells per second) per PVC.

Variable Bit Rate-non real time (VBR-nrt): Supports bursty data traffic with average and peak traffic parameters, however, the information is stored and transported at a later time (i.e., Frame Relay Service).

Available Bit Rate (ABR): ATM layer transfer characteristics provided by the network may change subsequent to connection establishment, suitable for bursty data applications.

Unspecified Bit Rate (UBR): ATM Service Category which does not specify traffic related service guarantees. No numerical commitments are made with respect to the cell loss ratio or as to the cell transfer delay experienced by cells on the connection (i.e., data applications, messaging and telecommuting from home to office).

Switched Virtual Circuits are not available at this time.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.3 Service Provisioning

ATM Network Service can be provisioned over DS1, DS3, OC3c and OC12c access channels. The access channels and any applicable transport provide connections from Customer's location(s) to the ATM port of the serving ATM switch within Company's network. Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

Ports are provisioned on a specified speed based upon Customer's request. The ATM ports will match the channel speed of the access channel. The actual throughput of Customer traffic cannot exceed the bandwidth of the access channel and the port speed. Ports will be further defined and differentiated by the software definition requested and ascribed to the port. Software definition of ports must be selected by Customer. The possible port definitions are User to Network Interface (UNI), and Network to Network Interface (NNI). A UNI is an interface point between ATM end users and Company ATM switch while a NNI is an interface between Company's ATM switch and another provider's ATM switch, (i.e. IC or another Company).

ATM Network Service will be provisioned based upon mutually agreed upon date between Customer and Company.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.4 Obligations of Company

Company is responsible for service up to the network interface.

Company shall provision service over facilities suitable for ATM transmission, where available, for the effective maximum data rates of a DS1 (1.544 Mbps), DS3 (45 Mbps), OC3c (155 Mbps) or OC12c (622.08 Mbps, concatenated).

During Company's network maintenance and software updates period, it may be necessary to place the ATM Switch out of service. Company will provide Customers reasonable and timely notification to minimize impacts to Customer's service. Company reserves the right to temporarily interrupt ATM Service at other times in emergency situations.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.5 Obligations of Customer

Customer must provide compatible equipment in accordance with interface specifications defined in ANSI Standards for ATM services.

Customer is responsible for the installation, operation and maintenance of any Customer Provided Equipment (CPE). All CPE that will interface directly with Company's ATM network must be in compliance with the ATM Forum af-tm-0056.000 Traffic Management Standards, Version 4.0.

Customer must specify the speed and Level of Service for each ATM port ordered.

Customer shall be responsible for obtaining permission for Company's agents or employees to enter Customer's designated location(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the service, removing the service components of Company.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.6 Rate Regulations

(A) Minimum Period

The minimum period for ATM Network Service is one month, except when provided under an Extended Service Plan (ESP) arrangement. The regulations applicable to ATM Network Service provided under an ESP arrangement are specified under C.

(B) Rate Elements

(1) ATM Level of Service

A monthly rate, based on the speed of the port connection (DS1, DS3, OC3c or OC12c), apply per port for each physical connection to the network supporting ATM Service.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.6 Rate Regulations, (cont'd.)

(B) Rate Elements, (cont'd.)

(2) ATM NNI or UNI Port

A nonrecurring charge and a monthly rate, based on the speed of the port connection (DS1, DS3, OC3c or OC12c), apply per port for each ATM access channel connection to the network supporting ATM Service. Each port can accommodate multiple paths (PVCs). Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

(a) Network-to-Network Interface (NNI)

The NNI port configuration is used for connecting Company's ATM Switch network to another ATM switch for bidirectional messaging.

(b) User-to-Network Interface (UNI)

The UNI port provides an interface between the user and Company's ATM network.

(3) ATM PVC or PVP Activation

A nonrecurring charge, based on the quantity of PVCs or PVPs ordered, applies for the first and each additional PVC or PVP activation, per Service Request (SR).

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.6 Rate Regulations, (cont'd.)

(B) Rate Elements, (cont'd.)

(4) ATM Office Link

This service is no longer available to new Customers.

The ATM Office Link is an optical cross connect arrangement within Company's wire center, between the port on Company's ATM switch and Customer's ATM transmission equipment where Customer is provided Expanded Interconnection Services (EIS).

The ATM Office Link is a monthly rate available in OC3c and OC12c bandwidths.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.6 Rate Regulations, (cont'd.)

(C) Rate Application

ATM Network Service for each port must be subscribed according to Customer's chosen Level of Service as described following:

Level 1: Up to 100% of port bandwidth may be utilized for CBR and/or VBR-rt QoS priority processing and network transmission. Any remaining bandwidth may be utilized for VBR-nrt, ABR or UBR services.

Level 2: Up to 75% of port bandwidth may be utilized for CBR and/or VBR-rt QoS priority processing and network transmission. Remaining bandwidth may be utilized for VBR-nrt, ABR or UBR services.

Level 3: Up to 50% of port bandwidth may be utilized for CBR and/or VBR-rt QoS priority processing and network transmission. Remaining bandwidth may be utilized for VBR-nrt, ABR or UBR services.

Level 4: Up to 25% of port bandwidth may be utilized for CBR and/or VBR-rt QoS priority processing and network transmission. Remaining bandwidth may be utilized for VBR-nrt, ABR or UBR services.

Level 5: All PVCs ingressing the port require VBR-nrt, ABR and/or UBR QoS processing and network transmission.

A SR is required for programming and activation of PVCs and PVPs. PVCs will be considered a single virtual circuit extending from ingress port to egress port through the network. There are two classes of NRCs for the activation of a PVC or PVP. The "First PVC or PVP Activation" charge will apply for the first PVC or PVP activation ordered by Customer. If multiple PVC or PVP activation's are requested on the same ASR, the "First PVC or PVP Activation" charge is assessed for the first PVC or PVP and the "Additional PVC or PVP Activation" charge will be assessed for each additional PVC or PVP. These charges will also apply for PVCs or PVPs rerouted or changed.

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5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.6 Rate Regulations, (cont'd.)

(C) Rate Application, (cont'd.)

Additional PVCs or PVPs will not be added if the sum of the port bandwidth utilized by existing and additional PVCs or PVPs for CBR and VBR-rt services exceeds the bandwidth allotted for these services within the subscribed Level of Service for that port. (The Level of Service will have to change to support the required bandwidth).

For purposes of determining the Level of Service required for a port and calculating the sum of port bandwidth utilized through the port, each CBR PVC and CBR PVP is to be added to the total at 100% of the bit rate utilized, and each VBR-rt PVC is to be added to the total at 100% of the PCR (converted to Bits Per Second).

The derived total bandwidth utilized by the above described PVCs and PVPs is then divided by the port bandwidth to determine the percentage of port bandwidth utilized. This percentage should then be compared to the Level of Service definitions to determine the Level of Service required.

Example:

$$\frac{\text{Sum CBR PVC and PVP Bit Rates} + [\text{Sum VBR-rt PVC PCRs} \times 53 \times 8]}{\text{ATM Port Bit Rate}}$$

ATM port bit rates are defined as follows:

DS1	= 1.544 Mbps
DS3	= 44.736 Mbps
OC3c	= 155.52 Mbps
OC12c	= 622.06 Mbps

The bandwidth consumed or assigned to a PVP will be considered to be "real time" regardless of the actual QoS value established for the PVP, and will be treated in port bandwidth consumption calculations in the same manner as CBR or VBR-real time PVCs. Therefore, "real time" bandwidth calculations involving PVPs will result in a minimum Level 4 Network Level of Service requirement, but higher Levels of Service may be required, depending on actual bandwidth consumed by the PVPs assigned through any individual port.

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5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.6 Rate Regulations, (cont'd.)

(C) Rate Application, (cont'd.)

The actual throughput of Customer traffic cannot exceed the bandwidth of the access line and the port speed. Since multiple PVCs may be defined on one physical port, it is possible for the cumulative speeds to exceed the physical bandwidth of that port. This is referred to as over-subscription.

Oversubscription of non-real time (nrt) PVCs to ports will be allowed according to the following parameters:

<u>Subscribed Level of Service</u>	<u>% of Port Allotted to Nrt Services</u>	<u>Maximum* Allowed Port Subscription</u>
1	0%	100%
2	25%	125%
3	50%	150%
4	75%	225%
5	100%	400%

(D) Extended Service Plan (ESP)

(1) General

Access Links are no longer available to new Customers.

The terms and conditions specified herein are applicable to ATM Network Service and are in addition to other regulations as specified in this Tariff.

The ATM Network Service DS1, DS3, OC3c and OC12c NNI Ports, the ATM Network Service DS1, DS3, OC3c and OC12c UNI Ports, the ATM Network Service OC3c and OC12c Access Links are available under an ESP.

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# The throughput of oversubscribed PVCs is not guaranteed through the network as such throughput is dependent upon the amount of simultaneous transmission traversing the network at any given point in time.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.6 Rate Regulations, (cont'd.)

(D) Extended Service Plan (ESP), (cont'd.)

(1) General (cont'd.)

ATM Network Service ESP rates will not be greater than standard month-to-month ATM Network Service rates, for the same rate elements.

Three year and five year ESP rates will be equal to or less than the one year ESP rates. Decreases to the one year ESP rates will flow through to the three year and five year ESP rates.

Term commitments of one year, three year and five year are available to all Customers at the applicable rates set forth in Section 5.4.7 regardless of when they subscribe to a ESP arrangement. Rate elements must be ordered under the same ESP period.

Customer must designate on the SR the term commitment for the ESP.

Inside moves, provided in accordance with Section 4, will not incur termination liability charges.

Outside moves provided in accordance with Section 4 will allow Customer to retain the same ESP payment period. Any other move will be treated as a disconnect of the service and termination liability charges will apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.6 Rate Regulations, (cont'd.)

(D) Extended Service Plan (ESP), (cont'd.)

(2) Changes in Length of ESP Period

Prior to the completion of the selected ESP period, Customer may elect to convert a new ESP period of the same or different length, subject to the following conditions:

No credit toward the new payment period will be given for payments made under the original ESP arrangement.

Nonrecurring charges (NRCs) will not be reapplied for existing service(s).

If the new ESP period is shorter in length than the time remaining under the existing ESP, the change to the new ESP period constitutes a disconnect of the existing ESP service and termination liability charges apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.6 Rate Regulations, (cont'd.)

(D) Extended Service Plan (ESP), (cont'd.)

(3) Renewal Options

- (a) At the expiration of an ESP period, Company will automatically renew the service at the same ESP period unless Customer chooses to convert to a different ESP period, convert to month-to-month rates or discontinue service. All terms and conditions, including termination liabilities will apply to the new ESP period.
- (b) Conversion to a different ESP period will require Customer to submit a change ASR. Conversion to a different ESP period will be allowed without application of any nonrecurring charges.
- (c) Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. If no other changes are ordered, no NRCs will apply.

(4) Notification of Discontinuance

A SR for discontinuance of an ESP arrangement must be received by Company at least 30 days prior to actual disconnect of service. Monthly charges will apply for a period of 30 days from the date Company receives disconnect notification or until the requested disconnect date, whichever period is longer.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.6 Rate Regulations, (cont'd.)

(D) Extended Service Plan (ESP), (cont'd.)

(5) Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during an ESP period, subject to the following conditions:

- Both the existing and the new services are provided solely by Company.
- The order to discontinue a service at an existing speed or capacity and the order for the upgraded service are received by Company at the same time.
- The new service will be provided at the same Customer location(s) as the discontinued service.
- The higher speed term commitment must be equal to or longer than the time remaining under the ESP.
- The total monthly rate of the new agreement is equal to or greater than the total monthly rate of the existing agreement period.
- The monthly rates for the upgraded services and/or service elements will be those in effect at the time of the service upgrade. The upgraded service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s)

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5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.6 Rate Regulations, (cont'd.)

(D) Extended Service Plan (ESP), (cont'd.)

(6) Termination Liability

When an ESP arrangement is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the ESP period in effect at the time of disconnect.

One Year ESP - 50% of any remaining portion of the first year's recurring charges.

Three Year ESP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, Customer will be liable for 10% of the total monthly recurring charges in that period.

Five Year ESP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, Customer will be liable for 10% of the total monthly recurring charges in that period.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.6 Rate Regulations, (cont'd.)

(D) Extended Service Plan (ESP), (cont'd.)

(7) Termination Without Liability

During an ESP period, should the currently effective rate for Customer's service increase, Customer may, at their option, terminate the ESP arrangement without penalty or liability.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.7 Rates and Charges

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
ATM Network Service DS1 NNI Port		
Month-to-Month	\$ 650.00	\$215.00
One Year Extended Service Plan (ESP)	650.00	195.00
Three Year ESP	650.00	190.00
Five Year ESP	650.00	185.00
ATM Network Service DS3 NNI Port		
Month-to-Month	1,500.00	355.00
One Year ESP	1,500.00	345.00
Three Year ESP	1,500.00	340.00
Five Year ESP	1,500.00	335.00
ATM Network Service OC3c NNI Port		
Month-to-Month	1,500.00	550.00
One Year ESP	1,500.00	535.00
Three Year ESP	1,500.00	530.00
Five Year ESP	1,500.00	525.00
ATM Network Service OC12c NNI Port		
Month-to-Month	2,000.00	1,470.00
One Year ESP	2,000.00	1,450.00
Three Year ESP	2,000.00	1,440.00
Five Year ESP	2,000.00	1,430.00

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5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.7 Rates and Charges, (cont'd.)

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
ATM Network Service DS1 UNI Port		
Month-to-Month	650.00	200.00
One Year ESP	650.00	180.00
Three Year ESP	650.00	175.00
Five Year ESP	650.00	170.00
ATM Network Service DS3 UNI Port		
Month-to-Month	1,500.00	340.00
One Year ESP	1,500.00	330.00
Three Year ESP	1,500.00	325.00
Five Year ESP	1,500.00	320.00
ATM Network Service OC3c UNI Port		
Month-to-Month	1,500.00	530.00
One Year ESP	1,500.00	520.00
Three Year ESP	1,500.00	510.00
Five Year ESP	1,500.00	505.00
ATM Network Service OC12c UNI Port		
Month-to-Month	2,000.00	1,450.00
One Year ESP	2,000.00	1,400.00
Three Year ESP	2,000.00	1,390.00
Five Year ESP	2,000.00	1,380.00

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
<u>ATM Level of Service Ports, Each</u>					
DS1 Port	\$125.00	\$115.00	\$110.00	\$107.00	\$105.00
DS3 Port	870.00	765.00	705.00	675.00	650.00
OC3c Port	1,790.00	1,545.00	1,425.00	1,360.00	1,330.00
OC12c Port	4,800.00	4,550.00	4,425.00	4,350.00	4,300.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.7 Rates and Charges, (cont'd.)

ATM Network Service PVC or PVP Activation, Per ASR

First PVC or PVP  
Activation, each  
Nonrecurring  
Charge

\$8.00

Add'l PVC or PVP  
Activation, each  
Nonrecurring  
Charge

\$6.00

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5.4 Asynchronous Transfer Mode Network Service I#, (cont'd.)

5.4.7 Rates and Charges, (cont'd.)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
ATM Network Service OC3c Access Link, Each*	\$1,500.00	\$2,200.00
ATM Network Service OC12c Access Link, Each*	4,000.00	3,500.00
ATM Network Service OC3c Office Link, Each*		
Month-to-Month	N/A	125.00
One Year Extended Service Plan (ESP)	N/A	120.00
Three Year ESP	N/A	115.00
Five Year ESP	N/A	110.00
ATM Network Service OC12c Office Link, Each*		
Month-to-Month	N/A	180.00
One Year ESP	N/A	175.00
Three Year ESP	N/A	170.00
Five Year ESP	N/A	165.00

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# Service availability limited. Refer to # footnote on Page 5-65.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I

This service is no longer available to new Customers. In addition, services may not be added to an existing Customer's plan.

This section contains the rules and regulations pertaining to the provision of Digital Subscriber Line Services (DSL) Solutions. DSL Solutions provide high-speed connections services over available facilities. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Tariff.

5.5.1 Service Description

Asymmetrical Digital Subscriber Line (ADSL) Service is an access data technology service offered in speed levels of 256 Kbps Down/64 Kbps Up, 384 Kbps Down/384 Kbps Up, 768 Kbps Down/128 Kbps up, 768 Kbps Down/768 Kbps Up, 1.5 Mbps Down/768 Kbps Up and for multi-user applications, 1.5 Mbps Down/768 Kbps Up. The "up" speeds represent "transmission speeds in kilobits", from Customer Designated Location (CDL) to Company's ADSL connection point, while the "down" speeds represent "transmission speeds in kilobits and megabits", from Company's ADSL connection point to the CDL. Company will set the transmission speeds to the speed levels for the service package selected by Customer. The loop distance from the CDL to the serving wire center can affect the transmission speeds. Depending on this distance, actual speeds may be less than the transmission speeds set by Company. The connection point is the aggregation point designated by Company for connecting multiple Company serving wire centers of ADSL terminations to other Company provided network interface services. Other Company provided network interface services may include, but are not limited to, Frame Relay Service (FRS), Asynchronous Transfer Mode (ATM) and High Capacity Broadband Access Cloud (HiBAC) service facilities.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.2 Service Provisioning

Company will qualify the ADSL Service between the CDL and the serving wire center. The purpose of qualification is to determine the availability and suitability of available facilities to provide the service. Company will not provision this service on facilities which are not suitable for ADSL.

Company does not undertake to originate data, but offers the use of its service components, where available, to Customers for transporting Customer-originated data.

ADSL will be provided subject to the availability and where technical capabilities permit. Downstream data rates depend on a number of factors, including, but not limited to the distance from the CDL to the serving wire center and available facilities.

5.5.3 Responsibility of Company

Company will provision and maintain ADSL Service for Customer up to the Network Interface Device (NID). Company will advise Customer of the equipment necessary to support ADSL Service.

5.5.4 Rights of Company

Company will not provision ADSL Service if Company reasonably determines that it is not technically feasible over available facilities or it will cause interference problems with existing services. During Company's network maintenance and software updates period, it may be necessary to place the ADSL wire center out of service. Company reserves the right to temporarily interrupt ADSL Service at other times in emergency situations.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.5 Responsibility of Customer

Customer is responsible for providing compatible Customer Provided Equipment (CPE) that is used for connection to ADSL Service.

Customer is responsible for providing Company with the necessary information (e.g., Data Link Connection Identifier(s) (DLCI), Permanent Virtual Circuit (PVC) and/or Internet Protocol) to provision ADSL Service.

Customer ordering ADSL Service on behalf of its subscriber(s) must obtain a Letter of Authorization. Customer will be responsible for obtaining permission from its subscriber(s) for Company's agents or employees to enter CDL(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the service components of Company.

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[SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations

(A) General

ADSL Service arrangements are available as month to month or one, three or five year Term and Volume Plans (TVP). The regulations applicable to ADSL Service provided under TVP arrangements are specified under Section D. A Non-Recurring Charge (NRC) for the installation of ADSL Service and a monthly rate are applicable for all ADSL Service arrangements. These charges cover installation and activation of the service (installation and activation includes the following functions, if applicable: order entry check, line qualification, firm order commitment notification, work scheduling, loop conditioning if required, wire center cross connection, PVC creation and mapping, replacement of existing network interface device at the CDL with a new device including splitter if required, circuit turn-up and test, and completion notification to Customer, and all other similar activities if the installation and activation process changes) and the provision of the service.

ADSL Service is available in six service level packages, and is based on the "downstream and upstream" speeds chosen by Customer. The service levels are Bronze, Bronze Plus, Silver, Gold, Platinum and Platinum Plus. The Platinum Plus is available for multi-user applications. Customer may have multiple packages; however, the downstream and upstream speeds may not be substituted within a service level, as the packages are defined by the downstream and upstream speeds.

	<u>Downstream</u>	<u>Upstream</u>
ADSL Bronze	256 Kbps	64 Kbps
ADSL Bronze Plus	768 Kbps	128 Kbps
ADSL Silver	384 Kbps	384 Kbps
ADSL Gold	768 Kbps	768 Kbps
ADSL Platinum	1.5 Mbps	768 Kbps
ADSL Platinum Plus	1.5 Mbps	768 Kbps

Data speeds listed above are peak speeds. Actual speeds may be affected by loop distance and other factors, therefore, data speeds are not guaranteed.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(A) General, (cont'd.)

ADSL Service is available through both wholesale and retail service offerings. ADSL Service is available as a retail offering under the month to month offering and the following TVP term and volume levels:

ADSL Bronze	One Year, 1 - 499 units Three Years, 1 - 499 units
ADSL Bronze Plus	One Year, 1 - 1500 units
ADSL Silver	One Year, 1 - 1500 units Three Years, 1 - 2499 units
ADSL Gold	One Year, 1 - 1500 units Three Years, 1 - 2499 units
ADSL Platinum	One Year, 1 - 1500 units Three Years, 1 - 2499 units
ADSL Platinum Plus	One Year, 1 - 1500 units Three Years, 1 - 2499 units

ADSL Service is not available as a retail offering in term and volume levels that exceed the aforementioned bands.

Company will provide sales, customer service, billing services and trouble and repair service directly to end users who purchase ADSL Service on a retail basis.

Customers who purchase ADSL Service as a wholesale service and include ADSL Service in offerings to their end users, are responsible for: the terms of any pricing plans offered by Customer to end users, end user ordering, CPE, billing and collection, and customer service for all aspects of the service. Customer is also responsible for managing end user trouble reports and will not direct its end users to contact Company.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

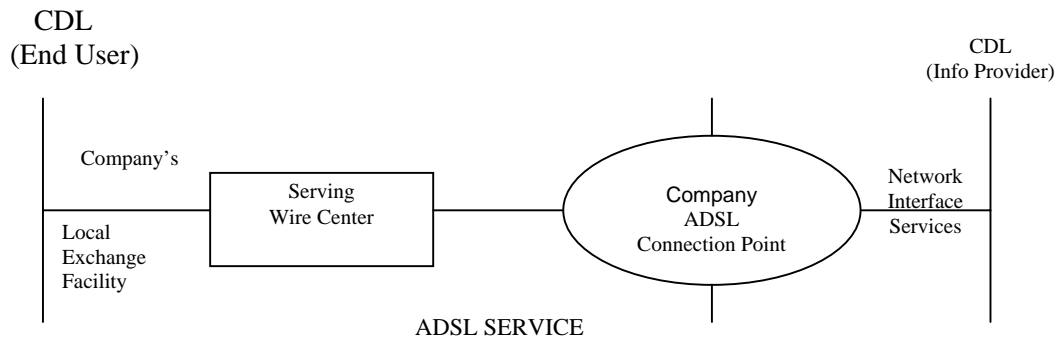
5.5.6 Rate Regulations, (cont'd.)

(B) Rate Application

With the exception of the Bronze package, the one-year TVP has two volume levels: 1 - 1,500 and Over 1500. With the exception of the Bronze package, the three-year TVP has four volume levels: 1 - 2,499; 2,500 - 7,499; 7,500 - 12,499; and 12,500 and Over. The Bronze package is available under both the one year and the three year TVP in three volume levels: 1 - 499; 500 - 1,500; and Over 1,500. The five-year TVP has five volume levels: 25,000 - 74,999; 75,000 - 149,999; 150,000 - 299,999; 300,000 - 674,999; and 675,000 and Over.

Within each of the TVP terms (one, three or five year), the services purchased by Customer under any ADSL Service level package available under the applicable TVP term (i.e., Bronze, Gold, etc.) will be combined to determine whether Customer selected volume commitment level has been met. ADSL Service purchased under different TVP terms will not be combined to determine whether the volume commitment level has been met.

The following diagram depicts a typical ADSL configuration:



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(C) Service Rearrangements and Software Changes

A service rearrangement charge is applicable for services (bandwidth) downgrades, i.e. Silver to Bronze and for changing to a different Information Provider, i.e., Internet Service Provider (ISP). The charge is also applicable when the service level is changed from Bronze to Bronze Plus. Customer may request multiple service rearrangements within one wire center on one order. A separate order is required for rearrangements on a per wire center basis. The service rearrangement charge applies on a per service rearrangement basis.

Customer may order bandwidth level changes subject to the following conditions:

- Both the existing and the new services are provided solely by Company.
- The service will be provided at the same Customer location as the discontinued service.
- The monthly rates for the new service(s) and/or service elements will be those in effect at the time of the service change.

A NRC applies for software changes such as re-mapping Frame Relay or ATM PVCs and other software changes associated with ADSL Services. This charge applies on a per software change basis.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP)

(1) Description

The terms and conditions specified herein are applicable to ADSL Service and are in addition to other regulations as specified in this Tariff.

ADSL Service is available under TVPs on a wholesale basis to Customers for incorporation in service offerings made by such Customers to their end-users, and is priced on such basis. Customers who purchase ADSL Service under a TVP and include ADSL Service in their offerings to end-users, are responsible for the terms of any pricing plans offered by Customer to end-users, end-user ordering, providing CPE, billing and collecting from end-users, and for communicating with end-users for all aspects of the service. Customer is responsible for managing end-user trouble reports and will not direct its end-users to contact Company.

Company will provide sales, communication, billing services, and trouble and repair service directly to end-users that purchase ADSL Service on a retail basis.

An ADSL TVP will allow Customers discounted access rates based upon the volume and term commitment. The minimum term commitment is one year. Rates will be based upon the TVP selected by Customer.

Term plans of one, three and five years are available to all Customers at applicable rates set forth in the Tariff regardless of when the subscription is made for an ADSL Service TVP.

The first year under a TVP begins on the date that the first ADSL Service arrangement is installed and activated by Company. The first year for Customer that subscribes to the 675,000 and over volume commitment level in the five year TVP will be 18 months long. All other years in the five year TVP shall be 12 months in duration. All years in the one year and three year TVP are 12 months in duration.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(1) Description, (cont'd.)

Company will calculate at the end of each year whether the volume commitment level has been met based on all of Customer's in-service ADSL Services in Company areas as specified in Section 5.5.7. The volume commitment levels for the one-year TVP must be in-service within one year from the date the first ADSL Service arrangement is installed and activated by Company. The three year and five year TVP terms have minimum volume commitment level requirements assigned for each year of the TVP as defined in the following tables:

Three Year TVP - Minimum In-Service Volume Requirements

Volume Commitment Level	Year 1	Year 2	Year 3
2,500-7,499	1,000	2,000	2,500
7,500-12,499	3,000	6,000	7,500
12,500 and Over	4,500	9,000	12,500

Five Year TVP - Minimum In-Service Volume Requirements

Volume Commitment Level	Year 1	Year 2	Year 3	Year 4	Year 5
25,000-74,999	4,000	8,000	15,000	20,000	25,000
75,000-149,999	12,500	25,000	45,000	65,000	75,000
150,000-299,999	25,000	50,000	95,000	130,000	150,000
300,000-674,999	50,000	100,000	190,000	255,000	300,000
675,000 and Over	100,000	250,000	400,000	525,000	675,000

If any of the TVP volume commitment levels are not met, shortfall charges, as set forth under Section D. 8 will apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(2) TVP Plan Enrollment

Customer must specify, in writing or issue a Service Request (SR), the specific term and volume commitment of the TVP.

(3) TVP Rate Application - End of TVP Term

Upon expiration of a TVP term, Customer may choose a new TVP term, convert to month to month, terminate the service or continue with the rates, charges, terms and conditions, and volume commitment level in effect at the end of the expiring TVP on a year-to-year basis. The month to month rates will be those rates that are in effect at the time of conversion.

A change order is required to choose a new TVP term, convert to month to month or to terminate the service. If Customer does not submit a change order for one of these options by the end of the TVP term, the ADSL Service will continue in effect for a one year renewal term at the rates based on the last year of the TVP term, with reassignment to a lower volume commitment level as provided under the annual review, below, if applicable. The service will thereafter continue for successive one year renewal terms until terminated by either Customer or Company by written notice, or changed by Customer through a change order submitted by Customer, that is provided no later than 30 days prior to the end of the then-current renewal term. All terms and conditions, including shortfall charges and the minimum in-service commitment will apply to the new TVP renewal term.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(3) TVP Rate Application - End of TVP Term, (cont'd.)

Conversion of existing TVP Service to a different TVP term will be allowed without application of any nonrecurring charges.

Notwithstanding the expiration of the term of a TVP, Company will continue to provide ADSL Service to Customer for an end-user whose service arrangement commenced during the final year of a TVP for the remainder of one full year of service at the monthly rates in effect at the end of the expiring TVP. The provisions of the Tariff (except for shortfall charges set out in Section D. 8 and termination liability set out in Section D. 11) continue to apply, and Customer remains responsible for payment of charges applicable to this continued service.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(4) Changes in Length of TVP Term

Customer may elect to convert to a new TVP term subject to the following conditions:

- Credit will not be given toward the new payment term for payments made under the original TVP arrangement.
- NRCs will not be reapplied for existing service(s).
- If the new TVP term is shorter in length than the time remaining under the existing TVP, the change to the new TVP term constitutes a discontinuance of the existing TVP Service and termination liability charges apply.

(5) Rate Changes

Customer may terminate the TVP without penalty or liability should the rates increase during the term of the existing TVP.

(6) Periodic Review

Each Customer's TVP will be reviewed annually. Customer will be notified within 60 days following the end of each year within the TVP as to the status of the TVP if the in-service quantity of ADSL Services falls below the volume commitment level. An allowance of up to three percent will be considered as still having met the volume commitment level for the one and three year TVP terms. Under the five year TVP, an allowance of five percent will be considered as having met the volume commitment level. This five percent allowance may be subject to upward adjustment under Section D. 12. Where Customer has less than the volume commitment level for a specified discount, shortfall charges apply as set forth in Section D. 8.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(6) Periodic Review, (cont'd.)

If the total number of ADSL Services in service qualifies Customer for a different TVP rate, Customer will have the option of increasing the volume commitment level either in its existing term or change to a longer TVP term.

During the annual review, Customers who fall below the minimum volume commitment in any year of the term will be reassigned to the lower TVP volume commitment level corresponding to the volume achieved. This reassignment will be made within 30 days following the end of the applicable year, unless Customer elects to increase or decrease their volume commitment level.

In addition to the annual review, Company, at Customer's request, will meet with Customer to review issues affecting the provision of ADSL Service, Customer forecasts for the purchase of service, and deployment plans.

(7) TVP Conditions

After enrolling in a TVP, Customer may delete or add ADSL Services at the specified volume commitment level rate at any time during the plan. For example, if Customer subscribes to a three year TVP at the 2,500 - 7,499 ADSL Service volume commitment level, ADSL Services may be added at any time at the rate for the three year 2,500 - 7,499 volume commitment level. However, if the volume falls below the minimum volume commitment level requirements at the end of a year, shortfall charges will apply as set forth below.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(8) Shortfall Charges for Failing to Meet Commitment

Shortfall charges apply to any TVP Customer that fails to meet the minimum volume commitment for its designated volume commitment level by the end of the year. The shortfall charge is based on the difference between the monthly rate of the TVP for Customer's designated volume commitment level and the monthly rate for the commitment level that should have been charged based upon the actual quantity of in-service ADSL Services at the annual review multiplied by the number of ADSL Services that are in-service at the end of each month during the year. The shortfall charge is equal to the difference in the monthly rate multiplied by the sum of all ADSL Services in-service at the end of each month during the year. For example, at the end of year two, a five year TVP Customer with a minimum volume commitment of 300,000 and only 50,000 ADSL Services in-service will be assessed the difference in the monthly rate between volume commitment level 150,000 - 299,999 and 300,000 - 674,999 for each ADSL Service in-service at the end of each month during the year.

For the five year TVP, Customers who elect to increase their volume commitment level from one plan level to another at the end of a TVP year, after being subject to a shortfall charge for the previous term year, but fail to achieve the minimum volume commitment level in the following year, will be charged an additional 10% of the calculated shortfall charge for such following year.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(9) Six Month Minimum in Service for Five Year TVP

This section establishes additional provisions applicable to individual ADSL Service arrangements under the five-year TVP.

Customers who subscribe to the five year TVP are also subject to a six month Minimum In Service Commitment (MIC) for each ADSL Service arrangement, and will be assessed an early termination charge for each ADSL Service arrangement that is terminated prior to the completion of six months of service. The initial charge is \$96. The \$96 charge will be reduced by \$16 for each month of completed service.

If Company does not install and activate the service, there will be no charges of any kind to Customer. If the end-user terminates service within the first 30 days due to ADSL Service related problems documented by three or more trouble reports made by Customer to Company for trouble of any nature or duration that is determined to be in the ADSL Service, Company shall not charge Customer any of the rates and charges that would be applicable to the installation, activation or provision of ADSL Service for that ADSL Service arrangement, including, without limitation, the \$96 early termination charge or any nonrecurring charge or monthly charge. Any nonrecurring or monthly charge that was billed for that ADSL Service arrangement will be credited to Customer.

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5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(10) Adjustments to Minimum Volume Commitment for Five Year TVP

The volume commitment level for the five year TVP will be reduced for any year for which Company fails to loop qualify at least 95% of the following number of lines to end-users' premises by the beginning of the respective year: year one, four million; year two, five million; year three, six million; year four, seven million; and year five, eight million. The number of loop qualified lines is determined on an aggregate basis for all of the areas served by Company as defined in Section 5.5.7. The reduction in the volume commitment level for any year is proportionate to the shortfall in loop qualified lines existing at the beginning of the respective year. For example, if at the beginning of year two, Company has only four million loop qualified lines for ADSL Service, instead of the specified five million, the volume commitment level specified for year two in Section D. 1 would be reduced by 20%.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(10) Adjustments to Minimum Volume Commitment for Five Year TVP  
(cont'd.)

The volume commitment level requirements for the five year TVP will be reduced at the end of any year of the TVP in which Company does not complete at least 95% of the orders submitted by Customer for lines that Company has confirmed to Customer as being loop qualified. The reduction in volume commitment level will be the same percentage as Company's shortfall in its completion of orders for lines that Company has confirmed to Customer as being loop qualified. For example, if at the end of a year of the five year TVP, 20% of the orders submitted by Customer for CDLs that were identified to Customer as being loop qualified are not actually loop qualified when Company processes the order for the ADSL Service, Customer's volume commitment levels for that year will be reduced by 20%.

Loop qualified means in the case of a CDL, that the serving wire center for such CDL is equipped to provide ADSL Service, and the facilities from the serving wire center to the CDL are confirmed by Company as being capable of receiving an ADSL Service arrangement. Completion means that the ADSL Service is satisfactorily installed to the network interface device at the CDL.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(10) Adjustments to Minimum Volume Commitment for Five Year TVP  
(cont'd.)

The volume commitment level requirements for the five year TVP will be reduced at the end of any year of the TVP in which Company does not clear trouble reports for interruptions in the ADSL Service in an average of less than nine hours from the time Customer makes a trouble report to Company. Clearing a trouble report means that the cause of the problem is either determined to be due to a problem outside of the ADSL Service provided under this Tariff, or, if within the ADSL Service, is resolved and service is restored. The average time to repair will be determined on a Customer-specific basis. The average will be determined for the applicable year of Customer's TVP. The minimum volume commitment level will be reduced in accordance with the following table:

<u>Average Hours to Repair</u>	<u>Reduction in Volume Commitment Level</u>
Between 9 and 10	1%
Between 10 and 11	2%
Between 11 and 12	3%
Between 12 and 13	4%
Between 13 and 14	5%
Between 14 and Longer	6%

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(11) Termination Liability

This section applies when Customer terminates its subscription to a TVP prior to the end of the TVP term. This section is not applicable for terminations of individual ADSL Service arrangements.

When a TVP service is discontinued prior to the end of the commitment term, termination liability charges will apply, as set forth below, based on the remainder of the TVP term in effect at the time of disconnect.

One Year TVP - Prorated payment based on the ADSL Service Level Package mix times the number of remaining months of the first year's recurring charges.

Three Year TVP - Prorated payment based on the ADSL Service Level Package mix times the number of remaining months of the first, second and third year's recurring charges.

Five Year TVP - For termination of a five year TVP, the Customer must provide Company with 90 days advance written notice of such early termination.

The termination liability for a five year TVP will be the lesser of the charges determined by the following calculations:

- The difference between what would have been charged had Customer had the month to month rate for each line in-service at the end of each month Customer subscribed to the TVP, less all payments made and owed, including any shortfall charges and MIC payments; or,
- One-half of the total monthly charges for the remainder of the five year commitment term calculated for each remaining year at the minimum ADSL Service arrangement quantity, as set forth in Section D. 1, as adjusted pursuant to Section D. 10, for Customer's selected volume commitment level in effect on the date Customer terminated its subscription.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(12) Changes in Regulation

If the FCC issues a ruling or rulings that have a net material adverse effect on the ability of either Company or Customer to benefit from the TVPs described in this Tariff, the entity that is adversely affected may, by written notice given within 90 days of the effective date of the FCC decision, terminate, as applicable, the provision of, or subscription to, the TVP. If either Company or Customer so terminates the TVP, Company shall continue to provide ADSL Service arrangements then in effect to Customer for Customer's end-users for the longer of the remainder of the end-user's first full year of service, or six months following the effective date of such termination, at the monthly rates then in effect, and Customer shall not be liable for any shortfall charges (as set out in Section D. 8, preceding) for the year of the TVP in which the effective date of the termination occurs, or for the minimum in-service commitment set out in Section D. 9, or for the termination liability set out in Section D. 11.

(13) Termination for Failure to Perform Obligations

If Company materially breaches its obligations under a TVP as set out in this Tariff, Customer may provide Company written notice of the breach, and may, upon second written notice, terminate its subscription to the TVP if Company fails to cure the breach within 30 days of the first notice. If Customer terminates its subscription to a TVP pursuant to this section, Company shall continue to provide ADSL Service arrangements then in effect to Customer for Customer's end-users for the longer of the remainder of the end-user's first full year of service, or six months following the effective date of such termination (or such longer period as may be available under this Tariff at the time of termination), at the monthly rates then in effect, and Customer shall not be liable for any shortfall charges set out in Section D. 8 for the year of the TVP in which the effective date of the termination occurs, or for the minimum in-service commitment set out in Section D. 9, or for the termination liability set out in Section D. 11.

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COMMUNICATIONS SERVICES TARIFF

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(13) Termination for Failure to Perform Obligations, (cont'd.)

If Customer materially breaches its obligations under a TVP as set out in this Tariff, Company may provide Customer written notice of the breach, and may, upon second written notice, terminate its provision of services under the TVP if Customer fails to cure the breach within 30 days of the first notice. If Company terminates its provision of services under a TVP pursuant to this section, Company shall continue to provide ADSL Service arrangements then in effect to Customer for Customer's end-users for the shorter of the remainder of the end-user's first full year of service, or six months following the effective date of such termination (or such longer period as may be available under this Tariff at the time of termination), at the monthly rates then in effect; Customer shall be liable for any shortfall charges set out in Section D. 8 for the year of the TVP in which the effective date of the termination occurs, prorated based on the actual duration of the year of the TVP; and Customer shall be subject to the minimum in-service commitment set out in Section D. 9 for ADSL Service arrangements that Customer terminates prior to the first full year of service.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.6 Rate Regulations, (cont'd.)

(D) Term and Volume Plan (TVP), (cont'd.)

(14) Existing Term and Volume Plan Conversions

Existing DSL Solutions I TVP arrangements covered in this section may be converted to new Verizon Infospeed DSL Solutions VTDP arrangements covered under Part III of this tariff without the assessment of termination liability beginning June 7, 2001 and ending August 7, 2001. The conversion of the existing arrangements will include the following conditions:

- (a) An existing DSL Solutions I TVP arrangement may only be converted to a new Verizon Infospeed DSL Solutions VTDP of the same plan period or a longer plan period. (i.e. 5-year plan to 5-year plan, 3-year plan to 5-year plan)
- (b) All of the existing DSL Solutions I service arrangements will be converted to the new Verizon Infospeed DSL Solutions VTDP rates associated with the selected term and volume commitment.
- (c) All of the converted service arrangements that remain in-service will count towards the volume commitment level for the Verizon Infospeed DSL Solutions VTDP plan selected.
- (d) The new Verizon Infospeed DSL Solutions VTDP will have the same service anniversary date as the existing DSL Solutions I TVP.
- (e) Any accrued Shortfall Charges associated with the existing DSL Solutions I TVP will be waived; however, Customer will be responsible for any Shortfall Liability under Verizon Infospeed DSL Solutions VTDP.
- (f) Any accrued Minimum In Service Commitment associated with the existing DSL Solutions I TVP will be waived.

HAWAIIAN TELCOM, INC.  
Alan Oshima, Senior Vice President and General Counsel  
1177 Bishop Street; MC: A-17  
Honolulu, Hawaii 96813

Tariff F.C.C. No. 2

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.7 Rates

These rate elements are no longer available to new Customers. In addition, these rate elements may not be added to an existing Customer's plan.

(A) Service Modifications

Service Rearrangements, each  
Nonrecurring Charge

\$35.00

Software Changes, each  
Nonrecurring Charge

\$6.00

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COMMUNICATIONS SERVICES TARIFF

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.7 Rates, (cont'd.)

(B) Monthly and Nonrecurring Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
<u>Bronze</u>		
Month-to-Month	\$ 60.00	\$ 40.00
One Year Term and Volume Plan (256 Kbps Down/64 Kbps Up)		
1 – 499*	60.00	35.00
500 – 1,500	60.00	34.00
Over 1,500	60.00	33.00
Three Year Term and Volume Plan (256 Kbps Down/64 Kbps Up)		
1 – 499*	60.00	32.00
500 – 1,500	60.00	31.00
Over 1,500	60.00	30.00
<u>Bronze Plus</u>		
Month-to-Month	60.00	40.00
One Year Term and Volume Plan (768 Kbps Down/128 Kbps Up)		
1 – 1,500*	60.00	32.50
Over 1,500	60.00	32.25
Three Year Term and Volume Plan (768 Kbps Down/128 Kbps Up)		
2,500 – 7,499	60.00	32.00
7,500 – 12,499	60.00	31.75
12,500 and Over	60.00	31.50
Five Year Term and Volume Plan (768 Kbps Down/128 Kbps Up)		
25,000 – 74,999	60.00	31.00
75,000 – 149,000	60.00	30.25
150,000 – 299,999	60.00	29.25
300,000 – 674,999	60.00	27.50
675,000 and Over	60.00	25.00

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COMMUNICATIONS SERVICES TARIFF

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.7 Rates, (cont'd.)

(B) Monthly and Nonrecurring Charges, (cont'd.)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
<u>Silver</u>		
Month-to-Month	\$60.00	\$60.00
One Year Term and Volume Plan (384 Kbps Down/384 Kbps Up)		
1 – 1,500*	60.00	53.00
Over 1,500	60.00	51.00
Three Year Term and Volume Plan (384 Kbps Down/384 Kbps Up)		
1 – 2,499	60.00	47.00
2,500 – 7,499	60.00	45.00
7,500 – 12,499	60.00	44.50
12,500 and Over	60.00	44.00
Five Year Term and Volume Plan (384 Kbps Down/384 Kbps Up)		
25,000 – 74,999	60.00	43.00
75,000 – 149,000	60.00	41.80
150,000 – 299,999	60.00	41.00
300,000 – 674,999	60.00	39.00
675,000 and Over	60.00	37.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.7 Rates, (cont'd.)

(B) Monthly and Nonrecurring Charges, (cont'd.)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
<u>Gold</u>		
Month-to-Month	\$60.00	\$80.00
One Year Term and Volume Plan (768 Kbps Down/768 Kbps Up)		
1 – 1,500*	60.00	68.00
Over 1,500	60.00	65.00
Three Year Term and Volume Plan (768 Kbps Down/768 Kbps Up)		
1 – 2,499*	60.00	61.00
2,500 – 7,499	60.00	59.00
7,500 – 12,499	60.00	58.50
12,500 and Over	60.00	57.75
Five Year Term and Volume Plan (768 Kbps Down/768 Kbps Up)		
25,000 – 74,999	60.00	56.75
75,000 – 149,000	60.00	55.40
150,000 – 299,999	60.00	54.50
300,000 – 674,999	60.00	52.25
675,000 and Over	60.00	50.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.7 Rates, (cont'd.)

(B) Monthly and Nonrecurring Charges, (cont'd.)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
<u>Platinum</u>		
Month-to-Month	\$60.00	\$120.00
One Year Term and Volume Plan (1.5 Mbps Down/768 Kbps Up)		
1 – 1,500*	60.00	95.00
Over 1,500	60.00	90.00
Three Year Term and Volume Plan (1.5 Mbps Down/768 Kbps Up)		
1 – 2,499*	60.00	80.00
2,500 – 7,499	60.00	75.00
7,500 – 12,499	60.00	74.00
12,500 and Over	60.00	73.25
Five Year Term and Volume Plan (1.5 Mbps Down/768 Kbps Up)		
25,000 – 74,999	60.00	71.75
75,000 – 149,000	60.00	69.80
150,000 – 299,999	60.00	68.50
300,000 – 674,999	60.00	65.25
675,000 and Over	60.00	62.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.5 DSL Solutions I, (cont'd.)

5.5.7 Rates, (cont'd.)

(B) Monthly and Nonrecurring Charges, (cont'd.)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
<u>Platinum Plus</u>		
Month-to-Month	\$60.00	\$250.00
One Year Term and Volume Plan (1.5 Mbps Down/768 Kbps Up)		
1 – 1,500*	60.00	215.00
Over 1,500	60.00	205.00
Three Year Term and Volume Plan (1.5 Mbps Down/768 Kbps Up)		
1 – 2,499*	60.00	194.00
2,500 – 7,499	60.00	186.00
7,500 – 12,499	60.00	184.00
12,500 and Over	60.00	182.75
Five Year Term and Volume Plan (1.5 Mbps Down/768 Kbps Up)		
25,000 – 74,999	60.00	179.50
75,000 – 149,000	60.00	175.60
150,000 – 299,999	60.00	173.00
300,000 – 674,999	60.00	166.50
675,000 and Over	60.00	160.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III

Frame Relay Service III is available where facilities and conditions permit.

5.6.1 General

Frame Relay Service III (FRSIII) is a medium to high speed, connection-oriented, packet switched data service that allows for the interconnection of Local Area Networks (LANs) or other compatible customer equipment across a wide area for the purpose of interstate access. FRSIII allows for the transfer of variable length frames (packets). Frames are relayed by virtual connections, i.e., frames travel a fixed path through the network although bandwidth is not dedicated to each virtual connection.

This service uses Permanent Virtual Circuits (PVCs). A PVC is a logical channel from one Frame Relay port to another frame Relay port. PVCs are bi-directional channels that are established and dis-established via the Service Order process.

The Frame Relay standard specifies an address field called the Data Link Connection Identifier (DLCI). The DLCI is a Frame Relay term defining a 10-bit field of the address field and identifies data links and their service parameters. The DLCI specifies a connection (e.g., customer premises to Local Exchange Carrier (LEC) switch or LEC switch to interexchange carrier network). A PVC is comprised of two or more DLCIs.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.1 General, (cont'd.)

This service, comprised of two Interfaces, a User Network Interface (UNI) and a Network-to-Network Interface (NNI), allows FRSIII compatible Customer Premises Equipment (CPE) to originate or terminate interexchange services. All UNI access facilities must be in conformance with American National Standards Institute (ANSI) standards T1.606-1990, T1.606 Addendum 1-1991, T1.606a-1992, T1.617, Annex D-1992. All NNI access facilities must be in conformance with ANSI standards T1.606b-1993 and Telcordia Technical Reference TR-TSV061370.

FRSIII provides high speed throughput over digital facilities at speeds of 56/64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 1.536 Mbps, 4 Mbps, 6 Mbps, 10 Mbps, 22 Mbps or 44.736 Mbps. Physical access to the Frame Relay network is provided via a UNI Port with Access Line Connection or via either a UNI Port Only Connection or an NNI Port Only Connection with a digital transmission facility.

A 56 Kbps Digital Data Service, FT1, DS1, or a DS3 rated Special Access Line (SAL) may be used as the UNI Port Only Connection transport link. An FT1, DS1 or DS3 rated SAL may be used as the NNI Port Only Connection transport link. When available, DS1 transport must be equipped with both B8ZS capability and Extended Super Frame (ESF).

A High Capacity Digital DS3 (44.736 Mbps) rated SAL may be used as the 4 Mbps, 6 Mbps, 10 Mbps, 22 Mbps UNI Port Only Connection dedicated access link. A 44.736 Mbps High Capacity rated SAL, may be used as the 44.736 Mbps UNI Port Only or 44.736 Mbps NNI Port Only Connection dedicated access link to a DS3 FRSIII Packet Switch at a transmission speed of 44.736 Mbps. Special transport mileage applies, as appropriate. DS3 transport must be equipped with B3ZS.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.2 Service Components

FRSIII is comprised of the service components which are described in more detail following:

User-to-Network Interface (UNI)

UNI Port with Access Line Connection

UNI Port Only Connection

Private Network-to-Network Interface (NNI) Port Only Connection

Permanent Virtual Circuit Committed Information Rate (PVC CIR)

Optional Features and Functions

(A) User Network Interface (UNI) Connections

The UNI is a standard interface used to connect the end user to the FRSIII Network. It receives the data frame from Customer's Local Area Network (LAN) or other Customer Provided Equipment (CPE) devices and verifies that the Data Link Connection Identifier (DLCI) is valid before relaying the frame to the destination end point.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.2 Service Components, (cont'd.)

(A) User Network Interface (UNI) Connections, (cont'd.)

- (1) The UNI Port With Access Line consists of a 56 Kbps/64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 1.536 Mbps, or 44.736 Mbps digital facility from Customer premise to the Frame Relay network and the appropriate port interface connection. UNI Port with Access Line Connection also includes the transport from a Customer's serving wire center to a Frame Relay Switch, when required. The effective data rate of this line is 56/64 Kbps and 128 Kbps for narrowband connectivity and 256 Kbps, 384 Kbps, 1.536 Mbps, 4 Mbps, 6 Mbps, 10 Mbps, 22 Mbps, and 44.736 Mbps for wideband connectivity.
- (2) UNIs are also provisioned as a Port Only Connection. UNI Port Only Connection provides a FRSIII Network connection based on the port connection speeds of 56 Kbps, 64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 1.536 Mbps, 4 Mbps, 6 Mbps, 10 Mbps, 22 Mbps, and 44.736 Mbps. The channel speed of the access channel must be sufficient to accommodate the FRSIII port speed. Each port can accommodate multiple PVCs.

UNI Port Only Connections do not include transport from a Customer's serving wire center to a Frame Relay Switch. Such transport, when required, is the responsibility of the Customer and must be ordered separately. Rates and charges for transport to the Frame Relay Switch apply in addition to UNI Port Only rates and charges.

Customers may access Port Only Connections via Company-provided digital access facilities or via facilities provided by another carrier. When access facilities are provided by the Company, the regulations, rates and charges for the specific type of access service apply as specified in the Hawaiian Telcom, Inc. Tariff F.C.C. No. 1, as appropriate.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.2 Service Components, (cont'd.)

(A) User Network Interface (UNI) Connections, (cont'd.)

(2) (cont'd.)

For UNI Port Only Connections ordered to provide a Frame Relay Service network connection from an Expanded Interconnection Service Arrangement cross connect, associated transport must be ordered from the Hawaiian Telcom, Inc. Tariff F.C.C. No. 1. The access facilities rates and charges are in addition to the rates and charges for FRSIII. Interconnection charges to connect access line services provided by another carrier apply and will be billed separately. Any special construction or nonstandard charges assessed by the carrier supplying the access facilities will be the responsibility of Customer.

- (3) Additional UNI Port With Access Line Connections and UNI Port Only Connections, referred to as Backup UNIs, may be ordered under Section 5.6.2(D) following for disaster recovery of one or multiple UNI Port With Access Line Connections and UNI Port Only Connections.

(B) Private Network-to-Network Interface (NNI) Port Connection

The NNI port configuration is used for connecting two networks together for bi-directional messaging and is available on a private basis only. A private NNI is an NNI port sold for the exclusive use of Customer.

The NNI is a standard interface for connecting two Frame Relay switches and includes elements such as bi-directional polling to assist network providers with gaining information on the status of the networks being connected.

The NNI specifies how an FRSIII switch sends and receives data from a Frame Relay interexchange carrier's or other customer's network.

The NNI Port Only Connection provides connection of a digital transmission facility (384 Kbps/FT1, 1.536 Mbps/DS1 and 44.736 Mbps/DS3) to Company's FRSIII Network.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.2 Service Components, (cont'd.)

(B) Private Network-to-Network Interface (NNI) Port Connection, (cont'd.)

NNI Port Only Connections do not include transport from a Customer's serving wire center to a Frame Relay Switch. Such transport, when required, is the responsibility of the Customer and must be ordered separately. Rates and charges for transport to the Frame Relay Switch apply in addition to the NNI Port Only rates and charges.

Customers may access NNI Port Only Connections via Company-provided digital access facilities or via facilities provided by another carrier. When access facilities are provided by the Company, the regulations, rates, and charges for the specific type of access service apply as specified in the Hawaiian Telcom, Inc. Tariff F.C.C. No. 1, as applicable. For NNI Port Only Connections ordered to provide a Frame Relay Service network connection from an Expanded Interconnection Service Arrangement cross connect, associated transport must be ordered from the Hawaiian Telcom, Inc. Tariff F.C.C. No. 1, as applicable. The access facilities rates and charges are in addition to the rates and charges for FRSIII. Interconnection charges to connect access line services provided by another carrier apply and will be billed separately. Any special construction or nonstandard charges assessed by the carrier supplying the access facilities will be the responsibility of Customer.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.2 Service Components, (cont'd.)

(C) Permanent Virtual Circuit Committed Information Rate (PVC CIR)

PVCs are the end-to-end logical channels defined in software tables that connect UNIs and NNIs in the Company Frame Relay network as requested by Customer. In order to establish a PVC, Committed Information Rate (CIR), Be (Burst Excess) and at least two DLCIs must be specified.

CIR is the maximum information rate at which Customer's traffic will be admitted to the Frame Relay network without being designated eligible for discard. No PVC can have a CIR greater bit rate than the lower of the two port speeds connected by the PVC segment.

CIR provides Customer with a mechanism for prioritizing data on a per PVC basis across a given UNI/NNI. A CIR allows a sustained throughput at a chosen rate without having any frames designated "discard eligible" under normal operating conditions.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.2 Service Components, (cont'd.)

(C) Permanent Virtual Circuit Committed Information Rate (PVC CIR), (cont'd.)

The Customer must specify which port (UNI/NNI) on the PVC the CIR will be billed against.

Be is the maximum amount of additional data, measured in bits, that Company will attempt to handle, network conditions permitting. The maximum value for the Be will be the lower of the two port speeds connected by the PVC segment. For example, if Customer location A has a 56 Kbps port and Customer location B has a 45 Mbps port, the maximum allowable Be for the PVC linking these two locations is 56 Kbps.

The actual throughput of Customer traffic cannot exceed the bandwidth of the access line and the port speed. Since multiple PVCs may be defined on one physical port, it is possible for the cumulative CIRs to exceed the physical bandwidth of that port. This is referred to as over-subscription and when this occurs, there can be no guarantee that the bandwidth defined for any PVC will be available at a given time.

The following type of PVC CIR is available:

(1) Intrazone PVC CIR

An Intrazone PVC CIR is a logical channel path between two Customer Frame Relay ports located within the same zone. When FRSIII is used to access IP-VPN, an Intrazone PVC CIR is a logical channel path between a customer port and the IP-VPN network. If the PVC CIR creates a logical channel path between two Customer Frame Relay ports located in different zones within the same state, the Customer must also order the Interzone Transport Optional Feature. Frame Relay zones are specified in Section 5.6.7.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.2 Service Components, (cont'd.)

(D) Optional Features and Functions

Optional features and functions provide Customer with additional capabilities for use with the FRS packet network. Nonrecurring charges do not apply when optional features are ordered in conjunction with the initial installation of the associated FRS UNI Port Only or UNI Port with Access Line Connection. When ordered subsequent to the initial installation of the associated FRS UNI Port Only or UNI Port with Access Line Connection, nonrecurring charges apply as set forth in Section 5.6.5(F) following.

(1) Frame Relay to ATM Service Interworking

Frame Relay to ATM Service Interworking provides for the conversion of Frame Relay packets to ATM cells and vice versa.

An Intrazone PVC CIR ordered with Frame Relay to ATM Service Interworking enables the creation of a logical channel path that traverses both a Frame Relay switch and an ATM switch. Frame Relay to ATM Service Interworking may also be ordered in combination with the Interzone Transport optional feature.

The Frame Relay to ATM Service Interworking optional feature permits PVC paths to be established between Frame Relay subscribers and ATM users when interworking is available. Customers must designate that the termination of the PVC will occur on an ATM Service.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.2 Service Components, (cont'd.)

(D) Optional Features and Functions, (cont'd.)

(2) Back-up UNI

Back-up UNI service is a disaster avoidance and disaster recovery feature that consists of a Primary UNI and a Backup UNI and incorporates PVC remapping capabilities of the Frame Relay network. The Primary UNI is terminated at the primary customer host location and in normal operation services PVCs between the primary host location and various customer remote locations. A second UNI, which is designated by the customer as a Backup UNI, is installed and terminated at the customer's backup host location. During normal operations, no PVCs are mapped to the Backup UNI. The Customer is required to purchase both UNIs.

A Customer ordering Backup UNI service is responsible for the following:

- Determining network configuration before and after activation of Backup UNI service.
- Providing the Company with the appropriate information required for joint development of the Backup UNI database.
- Maintaining its own port configurations and router tables (for seamless changes from the Primary UNI to the Backup UNI, the Customer must use the same addressing scheme on routers connected to the primary and backup sites)

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.2 Service Components, (cont'd.)

(D) Optional Features and Functions, (cont'd.)

(2) Back-up UNI, (cont'd.)

A Backup UNI, which may serve as a backup to one or more Primary UNIs, can be utilized to back up only one Primary UNI at a time. A Backup UNI must be the same or greater port speed than the Primary UNI(s).

In the event of failure of a Primary UNI, digital access line or host location, the Customer must contact the Company to request that the Primary UNI be remapped to the Backup UNI in order to activate the Backup UNI service.

Upon restoral of the Primary UNI service, the Customer must contact the Company to request that the Backup UNI be remapped back to the Primary UNI.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.3 Provision of Service

Company does not undertake to originate data, but offers the use of its service components, where available, to Customers for the purpose of transporting Customer-originated data.

Customer subscribing to a Frame Relay Port or Port with Access Line will be referred to as the controller of the Frame Relay Port. A separate entity may subscribe, with written authorization from the controller, to a PVC which allows communication between entities. A disconnect of a PVC does not result in the disconnect of the underlying access line and port. Only the controller may order the disconnect of the Frame Relay Access Service. Both Customers must have a FRSIII. The controller of each Frame Relay Access Service must have written permission from the controller(s) of each of the Frame Relay Services to which a PVC is requested.

The Frame Relay Port and/or PVCs may be ordered and billed separately from an associated Frame Relay Port and PVC, and can have different Customers as controllers.

The Frame Relay Port (unbundled or bundled with an access line) and its associated PVC segment(s) may be ordered and billed separately from an associated Frame Relay Port and PVC and can have different controllers, as discussed under 5.6.2. A request by one Customer to discontinue a PVC does not result in the disconnection of the Frame Relay Port and Access Line. Only the controller of a Frame Relay Access Service may authorize a disconnect of that line.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.4 Responsibility of Company

In addition to the general conditions described in Section 2:

When Customer requests a path which is related to other Local Exchange Carriers (LECs), Interexchange Carriers (IXCs) or other Frame Relay networks, Company will provide assistance in establishing the associated PVC.

Network maintenance and network upgrades for FRSIII are performed between the hours of 11:00 PM and 8:00 AM. At times, during the hours of maintenance activity, it will be necessary to place Customer's service in an inactive (out of service) condition. The amount of time that this scheduled out of service condition will exist is called a maintenance window. Company will provide Customer notice prior to the maintenance window. Maintenance window activity could be scheduled for consecutive days. Company reserves the right to temporarily interrupt FRSIII at other times in emergency situations.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.5 Responsibility of Customer

In addition to the general conditions described in Section 2:

- It shall be the responsibility of Customer to ensure the continuing compatibility of CPE that is used in conjunction with the FRSIII. The CPE shall be in compliance with FCC rules and regulations
- Error correction is the responsibility of Customer's terminal equipment and/or applications. If the FRSIII network experiences congestion or failures, Customer data may be discarded. In addition, frames that are received in excess of the Be, with bad addresses, or other errors, will be discarded on ingress to the network.
- Customer, upon request, shall furnish such information as may be required to permit Company to design and maintain the FRSIII it offers and to assure that the service arrangement is in compliance with the regulations contained herein. At service subscription, Customer will be expected to specify the DLCI, PVC CIR capacity and Be for each PVC ordered. If desired, Customer may request that Company assign DLCIs.
- Customer shall be responsible for obtaining permission for Company's agents or employees to enter the premises of Customer or its users at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the service, removing the service components of Company.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.6 Rate Regulations

(A) Termination Charges: Month-to-Month and TPPs

All UNI Port with Access Line Connections, UNI Port Only Connections and NNI Port Only Connections are subject to a minimum service period of one month. If the Customer terminates service prior to the minimum service period, the minimum service period charges apply.

(B) Nonrecurring Charges

A nonrecurring charge applies for each installation of service ordered on a month-to-month basis. The Customer will not be eligible for any refunds of the nonrecurring charge should a term plan be requested subsequent to the initial installation of service. A nonrecurring charge also applies whenever the facility associated with a rate element is moved, changed or rearranged. The charge is not applicable when Customer converts from one term plan to another and there is no physical change in the service facility.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.6 Rate Regulations, (cont'd.)

(C) Term Payment Plan (TPP) Regulations for Customers Who Entered into TPPs Prior to September 22, 2004

(1) General

The terms and conditions specified herein are applicable to FRSIII and are in addition to other regulations as specified in this Tariff.

The Frame Relay UNI Port with Access Line, the Frame Relay UNI or NNI Port Only rate elements are available under a TPP. PVCs are not offered under a TPP.

Frame Relay TPP rates will not be greater than standard month-to-month Frame Relay rates, for the same rate elements.

Three-year and five-year TPP rates will be equal to or less than the one-year TPP rates. Decreases to the one-year TPP rates will flow through to the three-year and five-year TPP rates.

Payment periods of one-year, three-year, and five-years are available to all Customers at the applicable rates set forth in 5.6.8 regardless of when they subscribe to a TPP arrangement. Rate elements must be ordered under the same TPP period. Customer must designate on the Service Request the payment period for the TPP.

Inside moves, provided in accordance with Section 4, will not incur termination liability charges. Outside moves, provided in accordance with Section 4, will allow Customer to retain the same TPP payment period. Any other move will be treated as a disconnect of the service and termination liability charges will apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.6 Rate Regulations, (cont'd.)

(D) Term Payment Plan (TPP) Regulations for Customers Who Entered into TPPs Prior to September 22, 2004 (cont'd.)

(2) Changes in Length of TPP Period

Prior to the completion of the selected TPP period, Customer may elect to convert to a new TPP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original TPP arrangement;
- Non-recurring charges will not be reapplied for existing service(s);
- If the new TPP period is shorter in length than the time remaining under the existing TPP, the change to the new TPP period constitutes a discontinuance of the existing TPP service and termination liability charges apply.

(3) Renewal Options

At the expiration of a TPP period, Company will automatically renew the service at the same TPP period unless Customer chooses to convert to a different TPP period, convert to month-to-month rates, or discontinue service.

Conversion to a different TPP period will require Customer to submit a change order Service Request. Conversion of existing TPP service to a different TPP period will be allowed without application of any non-recurring or ordering charges.

Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. However, if no other changes are ordered, no charge will apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.6 Rate Regulations, (cont'd.)

(D) Term Payment Plan (TPP) Regulations for Customers Who Entered into TPPs Prior to September 22, 2004, (cont'd.)

(4) Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during a TPP period, subject to the following conditions:

- Both the existing and the new services are provided solely by Company.
- The order to discontinue a service at an existing speed or capacity and the order for the upgraded service are received by Company at the same time.
- The new service will be provided at the same Customer location as the discontinued service.
- The fixed-period plan for the upgraded service(s) meets or exceeds the remaining length of the existing fixed-period plan.
- The total monthly rate of the new agreement is equal to or greater than the total monthly rate of the existing agreement period.

The monthly rates for the upgraded services and/or service elements will be those in effect at the time of the service upgrade. The upgraded service will be subject to all appropriate non-recurring charges.

Termination liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s) or meets the mover requirements set forth in Section 4.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.6 Rate Regulations, (cont'd.)

(D) Term Payment Plan (TPP) Regulations for Customers Who Entered into TPPs Prior to September 22, 2004, (cont'd.)

(5) Termination Liability

In the event that service is disconnected in full or Customer otherwise elects to cancel the plan prior to the completion of the term, termination liability shall apply. The termination liability charge will equal 25% of the remainder of the charges that would have been paid had Customer continued service in the plan for the balance of the term.

(6) Termination Without Liability

During a TPP period, should the currently effective rate for Customer's service increase, Customer may, at his/her option, terminate the TPP arrangement without penalty or liability.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.6 Rate Regulations, (cont'd.)

(E) Term Payment Plan (TPP) Regulations for Customers Who Enter into TPPs On or After September 22, 2004

(1) General

The terms and conditions specified herein are applicable to FRSIII and are in addition to other regulations as specified in this Tariff.

The Frame Relay UNI Port with Access Line, the Frame Relay UNI or NNI Port Only rate elements are available under a TPP. PVCs are not offered under a TPP.

(2) End of Term Options

Prior to the end of the term commitment period, the Customer may select one of the following options, to be effective at the end of the term:

- Renew for the same commitment period;
- Commit to a new term period of shorter or longer duration;
- Arrange for a change of service; or
- Discontinue service.

In the event the Customer does not select one of the above options, the Customer will be converted to the shortest term period available under tariff (i.e., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the Customer terminates the service within sixty (60) days of the conversion date.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.6 Rate Regulations, (cont'd.)

(E) Term Payment Plan (TPP) Regulations for Customers Who Enter into TPPs On or After September 22, 2004, (cont'd.)

(3) Termination Liability

TPPs are subject to early termination liability. In the event that service is disconnected in full or in part after the minimum period but prior to completion of the current term period, the Customer shall be liable for an early termination charge, except as noted following.

The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

$25\% \times \text{MRC} \times \# \text{ of Port Only/Port With Access Line Connections} \times$   
 $\text{Remainder of Term} = \text{Termination Charge}$

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.6 Rate Regulations, (cont'd.)

(E) Term Payment Plan (TPP) Regulations for Customers Who Enter into TPPs On or After September 22, 2004, (cont'd.)

(4) Termination Without Liability

Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased by 8% or more during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the Customer may terminate the service without incurring an early termination charge.

Early termination charges will not be assessed under the following circumstances:

Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;

Customer attempts to move the existing service to a new location within the Company's service area, but the service is unavailable;

Customer converts to a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.6 Rate Regulations, (cont'd.)

(E) Term Payment Plan (TPP) Regulations for Customers Who Enter into TPPs On or After September 22, 2004, (cont'd.)

(4) Termination Without Liability, (cont'd.)

Customer changes to another service or upgrades service to a higher speed or capacity under a term agreement, provided the following conditions are met:

- (a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment;
- (b) Both the existing and the new services are provided solely by the Company; and
- (c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.7 Application of Rates and Charges

The following rate elements are applicable to FRS:

UNI Port and Access Line Connection

Port Only Connection

- UNI Port Only
- Private NNI Port Only

PVC CIR

Optional Features

- Interzone Transport
- Frame Relay to ATM Interworking

Administrative Charge

(A) UNI Port and Access Line Connection

A monthly recurring charge based on the speed of the port connection applies per port for each physical connection to the network supporting FRS. Clear channel capability, as necessary, is included at no additional charge. In addition, a nonrecurring charge applies to the month-to-month plan. Nonrecurring charges do not apply to UNI Port and Access Line Connections ordered under a Term Payment Plan (TPP). UNI Port and Access Line Connections are offered on a month-to-month basis or as a TPP of one year, three years or five years.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.7 Application of Rates and Charges, (cont'd.)

(B) Port Only Connection – UNI Port Only and NNI Port Only

A monthly recurring charge based on the speed of the port connection applies per port for each port only interface. In addition, a nonrecurring charge applies to the month-to-month plan. Nonrecurring charges do not apply to Port Only Connections ordered under a Term Payment Plan (TPP). Port Only Connections are offered on a month-to-month basis or as a TPP of one year, three years or five years.

Section 5.6.2(A)(2) and 5.6.2(B) preceding provide the regulations applicable to access facilities used to access UNI Port Only and NNI Port Only, respectively.

(C) Permanent Virtual Circuit (PVC) Committed Information Rate (CIR)

Intrazone – A monthly recurring charge, based on CIR capacity, applies for each PVC requested by Customer.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.7 Application of Rates and Charges, (cont'd.)

(D) Optional Features and Functions

(1) FRS to ATM Interworking

A monthly rate applies, based upon the CIR capacity, for each PVC interworked to an ATM Service as set forth in Section 5.6.7. This charge is in addition to intrazone Frame Relay PVC rate element and its associated CIR capacity and may be ordered in combination with the Interzone Transport optional feature.

(2) Back-up UNI

A nonrecurring charge applies, per Backup UNI, per occurrence, when a Customer requests an activation of the Backup UNI service.

There is no charge for deactivation of Backup UNI service.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.7 Application of Rates and Charges, (cont'd.)

(E) Administrative Charge

For Customers who purchase PVC-CIR, an Administrative Charge will be applied whenever a change is made to Customer's Frame Relay configuration at Customer's request. Such changes are defined as those rearrangements necessary to add, delete, or rearrange Customer's configuration, including changes to Customer's selected carrier. Although multiple changes may be caused by such actions, only one Administrative Charge will apply.

An Administrative Charge applies for customer-requested changes to the bandwidth capacity of existing circuits (e.g., 384 kbps to 1.536 Mbps, or 4 Mbps to 10 Mbps). However, if Customer upgrades between service levels (e.g., 384 Kbps to 4 Mbps) or downgrades between service levels (e.g., 10 Mbps to 1.536 Mbps), the nonrecurring service charge associated with the new service level applies. The Administrative Charge applies per occurrence, per UNI Port with Access Line Connection, UNI Port Only Connection or NNI Port Only Connection.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.9 Rates and Charges

(A) UNI Port and Access Line Connection, Each

	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
56/64 Kbps*		
Month-to-Month	\$ 595.00	\$ 160.00
One-Year TPP	N/A	155.00
Three-Year TPP	N/A	140.00
Five-Year TPP	N/A	130.00
128 Kbps		
Month-to-Month	595.00	290.00
One-Year TPP	N/A	280.00
Three-Year TPP	N/A	270.00
Five-Year TPP	N/A	260.00
256 Kbps		
Month-to-Month	595.00	350.00
One-Year TPP	N/A	345.00
Three-Year TPP	N/A	335.00
Five-Year TPP	N/A	330.00
384 Kbps		
Month-to-Month	695.00	365.00
One-Year TPP	N/A	355.00
Three-Year TPP	N/A	350.00
Five-Year TPP	N/A	340.00
1.536 Mbps		
Month-to-Month	695.00	530.00
One-Year TPP	N/A	510.00
Three-Year TPP	N/A	480.00
Five-Year TPP	N/A	450.00

\* Upon request and where available.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.9 Rates and Charges, (cont'd.)

(A) UNI Port and Access Line Connection, Each, (cont'd.)

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
4 Mbps		
Month-to-Month	\$795.00	\$2,650.00
One-Year TPP	N/A	2,540.00
Three-Year TPP	N/A	2,300.00
Five-Year TPP	N/A	2,100.00
6 Mbps		
Month-to-Month	795.00	3,000.00
One-Year TPP	N/A	2,875.00
Three-Year TPP	N/A	2,600.00
Five-Year TPP	N/A	2,400.00
10 Mbps		
Month-to-Month	795.00	3,325.00
One-Year TPP	N/A	3,180.00
Three-Year TPP	N/A	2,850.00
Five-Year TPP	N/A	2,650.00
22 Mbps		
Month-to-Month	795.00	3,500.00
One-Year TPP	N/A	3,350.00
Three-Year TPP	N/A	3,000.00
Five-Year TPP	N/A	2,800.00
44.736 Mbps		
Month-to-Month	795.00	3,750.00
One-Year TPP	N/A	3,550.00
Three-Year TPP	N/A	3,175.00
Five-Year TPP	N/A	2,950.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.9 Rates and Charges, (cont'd.)

(B) UNI Port Only Connection, Each

	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
56/64 Kbps*		
Month-to-Month	\$150.00	\$ 42.00
One-Year TPP	N/A	40.00
Three-Year TPP	N/A	35.00
Five-Year TPP	N/A	32.00
128 Kbps		
Month-to-Month	150.00	75.00
One-Year TPP	N/A	70.00
Three-Year TPP	N/A	65.00
Five-Year TPP	N/A	60.00
256 Kbps		
Month-to-Month	150.00	115.00
One-Year TPP	N/A	110.00
Three-Year TPP	N/A	105.00
Five-Year TPP	N/A	100.00
384 Kbps		
Month-to-Month	150.00	150.00
One-Year TPP	N/A	145.00
Three-Year TPP	N/A	140.00
Five-Year TPP	N/A	130.00
1.536 Mbps		
Month-to-Month	295.00	225.00
One-Year TPP	N/A	220.00
Three-Year TPP	N/A	210.00
Five-Year TPP	N/A	200.00

\* Upon request and where available.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.9 Rates and Charges, (cont'd.)

(B) UNI Port Only Connection, Each, (cont'd.)

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
4 Mbps		
Month-to-Month	\$395.00	\$790.00
One-Year TPP	N/A	730.00
Three-Year TPP	N/A	650.00
Five-Year TPP	N/A	610.00
6 Mbps		
Month-to-Month	395.00	810.00
One-Year TPP	N/A	750.00
Three-Year TPP	N/A	660.00
Five-Year TPP	N/A	620.00
10 Mbps		
Month-to-Month	395.00	840.00
One-Year TPP	N/A	770.00
Three-Year TPP	N/A	670.00
Five-Year TPP	N/A	630.00
22 Mbps		
Month-to-Month	395.00	870.00
One-Year TPP	N/A	790.00
Three-Year TPP	N/A	680.00
Five-Year TPP	N/A	640.00
44.736 Mbps		
Month-to-Month	395.00	900.00
One-Year TPP	N/A	810.00
Three-Year TPP	N/A	690.00
Five-Year TPP	N/A	650.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.9 Rates and Charges, (cont'd.)

(C) Private NNI Port Only Connection, Each

	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
384 Kbps		
Month-to-Month	\$150.00	\$ 150.00
One-Year TPP	N/A	145.00
Three-Year TPP	N/A	140.00
Five-Year TPP	N/A	130.00
1.536 Mbps		
Month-to-Month	295.00	225.00
One-Year TPP	N/A	220.00
Three-Year TPP	N/A	210.00
Five-Year TPP	N/A	200.00
44.736 Mbps		
Month-to-Month	395.00	900.00
One-Year TPP	N/A	810.00
Three-Year TPP	N/A	690.00
Five-Year TPP	N/A	650.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.9 Rates and Charges, (cont'd.)

(D) Permanent Virtual Circuit Committed Information Rate (PVC CIR), Each

(1) Intrazone, Based on CIR Requested

	<u>Monthly Rate</u>
0 – 32 Kbps	\$ 8.00
33 – 64 Kbps	15.00
65 – 96 Kbps	22.00
97 – 128 Kbps	27.00
129 – 192 Kbps	36.00
193 – 256 Kbps	42.00
257 – 320 Kbps	48.00
321 – 384 Kbps	54.00
384 – 412 Kbps	60.00
513 – 768 Kbps	70.00
769 – 1152 Kbps	80.00
1153 – 1536 Kbps	90.00
1537 – 4000 Kbps	120.00
4001 – 10000 Kbps	250.00
10001 – 15000 Kbps	330.00
15001 – 20000 Kbps	410.00

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\* Effective September 22, 2004, these rate elements no longer apply to new Customers. Company will continue to provide these rate elements to existing Customers until January 20, 2005. Customers will be required to migrate to one of the new, discrete CIR speeds by one of the following methods:

- (1) Customer may request a new CIR from among the discrete speeds available at the then effective rates set forth herein; or
- (2) Customer may take no action, and effective January 20, 2005, the Customer will automatically be assigned to the new required CIR speed closest to, but not lower than, the maximum speed of the existing CIR range; or
- (3) Customer may discontinue service at any time prior to January 20, 2005.

The Administrative Charge will be waived for options 1 and 2 above. Should existing Customers in the 257 – 320 Kbps CIR range choose to discontinue service due to the increase in the CIR Monthly Rate, any penalties associated with the CIR or the underlying UNI/NNI will be waived.

HAWAIIAN TELCOM, INC.  
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1177 Bishop Street; MC: A-17  
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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.9 Rates and Charges, (cont'd.)

(D) Permanent Virtual Circuit Committed Information Rate (PVC CIR), Each,  
(cont'd.)

(1) Intrazone, Based on CIR Requested, (cont'd.)

	<u>Monthly Rate #</u>
20001 – 25000 Kbps	\$490.00
25001 – 30000 Kbps	570.00
30001 – 35000 Kbps	650.00
35001 – 40000 Kbps	730.00
40001 – 45000 Kbps	800.00

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# Effective September 22, 2004, these rate elements no longer apply to new Customers.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.9 Rates and Charges, (cont'd.)

(D) Permanent Virtual Circuit Committed Information Rate (PVC CIR), Each,  
(cont'd.)

(1) Intrazone, Based on CIR Requested, (cont'd.)

	Monthly Rate
4 Kbps	\$4.00
8 Kbps	5.00
16 Kbps	6.00
28 Kbps	7.00
32 Kbps	8.00
42 Kbps	11.00
48 Kbps	13.00
64 Kbps	15.00
96 Kbps	22.00
128 Kbps	27.00
192 Kbps	36.00
256 Kbps	42.00
288 Kbps	48.00
384 Kbps	54.00
512 Kbps	60.00
576 Kbps	65.00
768 Kbps	70.00
1152 Kbps	80.00
1.536 Mbps	90.00
2 Mbps	95.00
3 Mbps	100.00
4 Mbps	120.00
5 Mbps	142.00
6 Mbps	164.00
7 Mbps	186.00
8 Mbps	207.00
9 Mbps	229.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.9 Rates and Charges, (cont'd.)

(D) Permanent Virtual Circuit Committed Information Rate (PVC CIR), Each,  
(cont'd.)

(1) Intrazone, Based on CIR Requested, (cont'd.)

	Monthly <u>Rate</u>
10 Mbps	\$250.00
11 Mbps	266.00
12 Mbps	282.00
13 Mbps	298.00
14 Mbps	314.00
15 Mbps	330.00
16 Mbps	346.00
17 Mbps	362.00
18 Mbps	378.00
19 Mbps	394.00
20 Mbps	410.00
21 Mbps	426.00
22 Mbps	442.00



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.6 Frame Relay Service III, (cont'd.)

5.6.9 Rates and Charges, (cont'd.)

(E) Optional Features and Functions, (cont'd.)

(2) FRS to ATM Interworking, Based on CIR Requested

	<u>Monthly Rate</u>
Interworking PVC CIR speeds up to 20 Mbps	\$0.00
20001 – 25000 Kbps	0.00
25001 – 30000 Kbps	0.00
30001 – 35000 Kbps	0.00
35001 – 40000 Kbps	0.00
40001 – 45000 Kbps	0.00

(3) Back-up UNI, per activation	<u>Nonrecurring Charge</u> \$200.00
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(F) Administrative Charge	\$50.00
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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)

5.7.1 Description of Service

Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) is a telecommunications transport and switching service that provides for high-speed connectivity between Customer-designated locations. ATM CRS consists of two interfaces: User Network Interface (UNI) and Interim Inter-switch Signaling Protocol (IISP). These interfaces are available in various configurations including Port With Access Line Connection and Port Only Connection, with either incremental or full bandwidth.

The UNI Port With Access Line Connection is a dedicated digital line that provides a link from the Customer's premises to one of Company's ATM CRS hubs. UNIs are also provisioned as an Inverse Multiplexing ATM (IMA) Port with Access Line Connection as defined in 5.7.2(B) and as a Port Only Connection as defined in 5.7.2(D).

The IISP Port With Access Line Connection, which is essentially equivalent to the UNI, provides a link from an Interexchange Carrier or another Customer's network to one of Company's ATM CRS hubs. IISPs are also provisioned as a Port Only Connection as defined in 5.7.2(D).

ATM CRS is a fast-packet, cell-based technology that can support user applications requiring high-bandwidth, high-performance transport and switching. This connectivity is provided via Permanent Virtual Circuits (PVCs) and/or Switched Virtual Circuits (SVCs) that are implemented over access facilities and switches that are dedicated to high-speed telecommunications services.

UNIs, IISPs, Port Only Connections, PVCs and SVCs are further described in 5.7.2.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.2 Service Components

The major components of ATM CRS are:

UNI Port With Access Line Connection  
UNI IMA Port With Access Line Connection  
IISP interface Port With Access Line Connection  
Port Only Connection  
Permanent Virtual Circuit (PVC)  
Switched Virtual Circuit (SVC)  
Effective Bandwidth

(A) User Network Interface (UNI) Port With Access Line Connection

UNI Port With Access Line Connections, which are available at the DS1, DS3, OC3c, and OC12c levels, provide dedicated transport between Customer-designated premises and an ATM CRS hub. There are two types of UNIs: Full and Incremental. The Full UNI includes all available bandwidth in one rate, and the Incremental UNI is sold and provisioned with PVC and/or SVC bandwidth increments. The DS1 UNI is not offered in increments.

In order for Customer traffic to be carried on the network, each Incremental UNI requires at least one 5 Mbps increment of either PVC or SVC bandwidth. The Customer may elect to subscribe to multiple PVCs. This feature is established over the UNI via connection identifiers, which enables the Customer to have virtual connections to various locations.

UNIs are provided at nominal data rates of 1.544 Mbps (DS1), 45 Mbps (DS3), 155.52 Mbps (OC3c), or 622 Mbps (OC12c). OC3c and OC12c are provided as a concatenated signal in STS-3c and STS-12c (Synchronous Transport Signal) formats, respectively. The actual throughput into CRS is less than the line rate for the UNI provided.

The rates and charges for a UNI are differentiated by the capacity of the UNI, the location where the UNI originates (i.e., Customer-designated premises) and mileage ranges (expressed as tiers) associated with extending the UNI to the wire center designated as the ATM CRS hub.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.2 Service Components, (cont'd.)

(A) User Network Interface (UNI) Port With Access Line Connection, (cont'd.)

The OC3c and OC12c UNI Port With Access Line Connections are provisioned on either Protected or Protected Diverse Synchronous Optical Network (SONET) facilities or Direct Fiber Facilities. SONET is a standards-based fiber optic communication network that transports both asynchronous and synchronous digital signals using the Synchronous Transport Signal (STS) format. ATM OC3c and OC12c Protected SONET UNI Port With Access Line Connections are provisioned over SONET as a survivable service with an alternate (not diverse) facility between the central office and the Customer premises. ATM OC3c and OC12c Protected Diverse SONET UNI Port With Access Line Connections are provisioned over SONET as a survivable service with an alternate and diverse path between the ATM CRS hub and the Customer premises.

Direct Fiber UNI Port With Access Line Connection is a type of OC3c or OC12c ATM UNI that is provisioned with no alternate facility between the ATM CRS hub and the Customer premises. Effective October 23, 2004 Direct Fiber UNI Port With Access Line Connections are no longer available to new Customers. Existing Customers may continue their service until their Extended Service Plan expires or until their service is disconnected, whichever occurs first. All of the options available under Section 5.7.12(C) continue to apply.

DS3, OC3c, OC12c and other interfaces, both electrical and optical, are supported and defined to the technical specifications set forth in 5.7.3.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.2 Service Components, (cont'd.)

(B) UNI Inverse Multiplexing ATM (IMA) Port With Access Line Connection

UNI IMA Port With Access Line Connection permits the provisioning of bandwidth greater than DS1 and less than DS3 by binding together multiple DS1 facilities. The inverse multiplexer at each end of the connection aggregates and de-aggregates multiple parallel DS1 leased lines into a single higher speed link. IMA will be offered as Full bandwidth only. Two to six DS1 facilities will be permitted in an IMA group providing nominal aggregated bandwidth from three to nine megabits per second. IMA allows for all class of service parameters up to the combined nominal line rate of the aggregated DS1s and all PVCs and/or SVCs that will fit within the bandwidth. Ordering of DS1s within an IMA group must be done in ascending order. Disconnecting DS1s within an IMA group must be done in a descending order. Customer must purchase a minimum of two IMA DS1s.

Requests to change existing UNI Port With Access Line Connections to UNI IMA Port With Access Line Connections will be treated as a disconnect and new install. Termination liability charges, as set forth in Section 5.7.12, may apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.2 Service Components, (cont'd.)

C. Interim Inter-Switch Signaling Protocol (IISP) Port With Access Line Connection

IISP Port With Access Line Connection, which is similar to the Full UNI described in 5.7.2.A preceding, allows network-to-network connectivity through the use of PVCs and/SVCs. The IISP interface specifies how a Company ATM CRS switch sends and receives data from an Interexchange Carrier's or other Customer's ATM CRS network. The IISP connection consists of a 1.544 Mbps (DS1), a 45 Mbps (DS3) 155.52 Mbps (OC3c), or a 622 Mbps (OC12c) digital facility from the Interexchange Carrier's network to the Company's ATM CRS switch and the appropriate port interface connection. The monthly rates for the IISP Port With Access Line Connection interfaces apply only to the Tier 1 mileage band (0 to 5 miles).

The IISP Port With Access Line Connection, like the UNI Port With Access Line Connection, includes Protected and Protected Diverse SONET OC3c and OC12c connections and Direct Fiber OC3c and OC12c connections. ATM Protected OC3c and OC12c SONET IISP connections are provisioned as a survivable service with an alternate (not diverse) facility. ATM Protected Diverse OC3c and OC12c IISP interfaces are provisioned over SONET as a survivable service with an alternate diverse path between the local serving office and the Customer premises.

Direct Fiber is a type of OC3c and OC12c ATM IISP that is provisioned using an optical fiber interface with no alternate facility. Effective October 23, 2004, Direct Fiber IISPs are no longer available to new Customers. Existing Customers may continue their service until their Extended Service Plan expires or until their service is disconnected, whichever occurs first. All of the options available under Section 5.7.12(C) continue to apply.

DS1, DS3, OC3c, OC12c, both electrical and optical, are supported and defined to the technical specifications set forth in 5.7.3.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.2 Service Components, (cont'd.)

(D) Port Only Connection

Port Only Connections can be established as User to Network Interface (UNI) arrangements or Interim Inter-switch Signaling Protocol (IISP). UNI and IISP Port Only connection provides an ATM Cell Relay Network connection based on the port connection speeds of DS1, DS3, OC3c and OC12c. The ATM port speed will be consistent with the channel speed of the access channel. The actual throughput of Customer traffic cannot exceed the bandwidth of the access channel and port speed.

UNI Port Only Connections are available as either Incremental or Full. IISP Port Only Connections are available as Full. This refers to the bandwidth that is required to provision PVCs on the port. Incremental ports come with no bandwidth and bandwidth is purchased in increments based on Customer bandwidth requirements. Full ports come with all bandwidth included up to the maximum rate of the port. Each port can accommodate multiple PVCs or SVCs depending on the bandwidth purchased. UNI or IISP Port Only is available on a one-year, three-year and five-year term.

Customers may access Port Only Connections via Company-provided digital access facilities or via facilities provided by another carrier. When access facilities are provided by the Company, the associated regulations, rates and charges under the appropriate Company Tariff shall apply in addition to the regulations, rates and charges associated with ATM CRS. Interconnection charges to connect access line services provided by the Company or another carrier may apply and will be billed separately. Any special construction or nonstandard charges assessed by the carrier supplying the access facilities will be the responsibility of the Customer.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.2 Service Components, (cont'd.)

(E) Permanent Virtual Circuit (PVC)

The PVC defines a virtual connection across a UNI or IISP between the Customer premises and Company's ATM CRS hub. Each UNI or IISP requires at least one PVC in order for Customer traffic to traverse the network. Each ATM cell carries a unique tag which identifies that ATM CRS cell as belonging to a particular PVC. A PVC is a logical channel connecting two or more Customer-designated premises with virtual connections through a Company provided ATM CRS switch(es). When ATM CRS is used to access IP-VPN Service, a PVC is a logical channel connection connecting a Customer-designated premises with the IP-VPN network. The PVCs may be provided on a point-to-point or point-to-multipoint basis. When a PVC is provided as a point-to-point virtual connection, transmission is bi-directional allowing for ATM CRS cells to be transmitted or received over the same PVC. For point-to-multipoint virtual connections, transmission is provided as transmit only. The virtual connection is set up by Company based on information contained on a service order rather than by dial-up signaling.

PVCs consist of two types: Virtual Channel Connections (VCCs) and Virtual Path Connections (VPCs). A VCC is a type of PVC with independent identity and defined service parameters that are provisioned via service order, and cannot be altered by the Customer without additional service order activity. A VPC is a type of PVC with defined service parameters that is provisioned via service order. Customers may provision their own virtual channels within the VPC, provided that the sum of the service parameters of all of the virtual channels does not exceed the aggregate service parameters of the VPC.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.2 Service Components, (cont'd.)

(F) Switched Virtual Circuit (SVC)

SVCs are similar in structure to PVCs, but SVCs are provisioned on demand by Customer premises equipment that signals the ATM cell relay network to set up and tear down logical connections. The network will respond to these requests by provisioning a virtual connection across the network based on the class of service parameters requested, provided that sufficient network resources are available to establish the connection. Each UNI or IISP that is SVC signal enabled will be provided with a SVC International Code Designator (ICD) prefix that will uniquely identify the UNI or IISP. Customers must use this Company assigned prefix when requesting SVC virtual connections across the Company Cell Relay Network. Each Constant Bit Rate (CBR) and Variable Bit Rate (VBR) SVC will be limited to a maximum Peak Cell Rate of 20 Mbps and a maximum Sustained Cell Rate of 20 Mbps.

Closed User Group (CUG) capability is a feature associated with SVCs. A CUG provides the ability to contain SVC calls between certain UNIs. A CUG functionally groups UNIs into logical associations and allows calling privileges to be specified network wide. A CUG provides a network-wide mechanism for access control. CUGs provide a logical grouping of UNIs, creating a SVC community of interest.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.2 Service Components, (cont'd.)

(G) Effective Bandwidth

Effective bandwidth is the bandwidth reserved for each logical connection (PVC or SVC) that is set up across a UNI or IISP. It is based on the Peak Cell Rate (PCR), Sustained Cell Rate (SCR), Maximum Burst Size, and the class of service parameters selected, i.e., CBR, VBRrt (Variable Bit Rate real time), VBRnrt (Variable Bit Rate non-real time), or UBR (Unspecified Bit Rate). The total effective bandwidth of all the logical connections on a UNI or IISP cannot exceed the total bandwidth available on the UNI or IISP. Effective bandwidth prices do not vary by class of service level selected. However, effective bandwidth is consumed in varying degrees based on the class of service parameters selected. The higher the class of service, the more bandwidth will be reserved. A CBR PVC with the same PCR as a VBR PVC will reserve more effective bandwidth.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.3 Technical Specifications

The technical specifications for ATM CRS are delineated in Technical References TR-NWT-001112, GR-1110-CORE, GR-1248-CORE, and SR-3330.

The technical specifications for DS1 and DS3 signals are delineated in TR-INS-000342.

The technical specifications for OC3c and OC12c signals are delineated in GR-253-CORE, Issue 2.

The technical specifications for IISP interfaces are delineated in ATM Forum Interim Inter-switch Signaling Protocol, af-pnni-0026.000.

The technical specifications for UNIs are delineated in ATM Forum ATM User Network Interface Specifications V3.0, af-uni-0010.001, and V3.1, af-uni-0010.002. Interface specifications for Customer-provided ATM CRS compatible premises equipment or devices must also be in accordance with the specifications defined in these documents.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.4 Provision of Service

ATM CRS includes:

- (A) At least one UNI Port With Access Line or Port Only, two UNI IMA Port With Access Lines, or one IISP With Access Line or Port Only which has a maximum nominal capacity for either DS1 (1.544Mbps), DS3 (45 Mbps), OC3c (155 Mbps), or OC12c (622 Mbps). The OC3c and OC12c UNIs are provisioned over Protected or Protected Diverse SONET or Direct Fiber facilities. The Protected and Protected Diverse SONET facilities provide a backup facility that automatically switches in the event of a failure on the primary facility. The Direct Fiber facilities do not have an alternate facility.
- (B) Unlimited usage on purchased bandwidth.
- (C) Incremental UNIs must have at least one increment of effective bandwidth (either PVC or SVC) in order for traffic to traverse the network. The DS1, DS3, OC3c, and OC12c Full UNIs are equipped with the full effective bandwidth.
- (D) Either one or more PVCs. When PVC bandwidth is purchased, one or more PVCs must be selected for Customer traffic to traverse the network.
- (E) Two types of PVCs, (i) Virtual Channel Connections (VCCs) and (ii) Virtual Path Connections (VPCs), which support the following Classes of Service:
  - (1) Constant Bit Rate (CBR)
  - (2) Variable Bit Rate real time (VBRrt)
  - (3) Variable Bit Rate non-real time (VBRnrt)
  - (4) Unspecified Bit Rate (UBR)

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.5 Tier Structure for Local Serving Offices

Locations (wire centers) that provide ATM CRS have been designated as ATM hubs. ATM hub locations are set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff F.C.C. No. 4. Each local serving office has been placed in a Tier 1, 2 or 3, based on its location relative to the closest ATM hub.

5.7.6 Service Functionality

The ATM CRS functionality consists of transporting 53-byte cells of information from the Customer location to a Company ATM hub over a UNI or IISP. The traffic is routed in the switch to another UNI or IISP, or other suitable network connection.

5.7.7 Class of Service Parameters

(A) Constant Bit Rate (CBR)

(1) Peak/Sustained Cell Rate:

Customer specified in increments of 64 Kbps up to the maximum speed of the UNI or IISP.

(2) Non-conforming cells:

Discarded

(3) Cell Delay Variation Tolerance (CDVT):

DS1 = 600 microseconds

DS3 = 600 microseconds

OC3c = 600 microseconds

OC12c = 600 microseconds

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.7 Class of Service Parameters, (cont'd.)

(B) Variable Bit Rate (VBR) Real Time/Non-Real Time

(1) Sustained Cell Rate (SCR):

Customer specified in increments of 64 Kbps up to the maximum speed of the UNI or IISP.

(2) Peak Cell Rate (PCR):

Customer selectable in increments of 64 Kbps up to line rate. Default is 200% of SCR for PVCs. (The ratio of PCR to SCR will be signaled by CPE for SVCs. Therefore, there is no default value.)

(3) Non-conforming cells:

Discarded

(4) Cell Delay Variation Tolerance (CDVT):

DS1 = 600 microseconds

DS3 = 600 microseconds

OC3c = 600 microseconds

OC12c = 600 microseconds

5.7.8 Special Conditions

- (A) ATM CRS is available where facilities and conditions permit. For locations where the Customer requests ATM CRS and digital, SONET or Direct Fiber facilities are not available, special construction charges may apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.8 Special Conditions, (cont'd.)

(B) OC3c and OC12c Direct Fiber facilities are not available in Tier 3. Due to loss limitations of optical signals, some requests for OC3c and OC12c Direct Fiber solutions by customers located within the upper limits of Tier 2 may be out of reach and will not be served with a Direct Fiber solution.

(C) Maintenance Window

To meet the Customers' requirements, occasional network upgrades must be performed. These network upgrades are needed to provide improved performance and new features. Generally these upgrades will be performed between the hours of 11 PM and 8 AM. Network upgrades are planned to provide Customers reasonable and timely notification in order to minimize any impact on the Customers' service.

5.7.9 Responsibility of the Customer

The Customer must provide the necessary compatible premise equipment or ATM CRS device capable of interfacing with the Company's ATM CRS.

5.7.10 Responsibility of the Company

Company is responsible for service up to and including the network interface. Company's responsibility is limited to the furnishing of communications facilities and switches suitable for ATM CRS.

ATM CRS is supported by the Company's Single Point of Contact (SPOC) enter, which provides continuous support for ATM CRS 24 hours per day, seven days per week (24x7) with the ability to manage all of the Customer's ATM CRS as a single network. The SPOC performs maintenance, trouble resolution and network management functions on a 24x7 basis. Service order processing and network installation functions are performed only during normal business hours.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.11 Application of Rates and Charges

Rate Elements

The following rate elements are applicable to ATM CRS:

- User Network Interfaces (UNIs) Port With Access Line Connection
- UNI Inverse Multiplexing ATM (IMA) Port With Access Line Connection
- User Network Interfaces (UNIs) Port Only Connection
- Interim Inter-Switch Signaling Protocol (IISP) Interfaces, Port With Access Line Connection
- Interim Inter-Switch Signaling Protocol (IISP) Interfaces, Port Only Connection
- Permanent Virtual Circuits (PVCs)
- Switched Virtual Circuits (SVCs)
- Effective Bandwidth for Incremental UNIs or IISPs
- Closed User Groups (CUG)
  
- Administrative Charge

(A) User Network Interfaces (UNIs) Port With Access Line Connection

A monthly rate apply on a per Port With Access Line basis, based on the speed (i.e., DS1, DS3, OC3c or OC12c) and/or type (i.e., Full or Incremental, Direct Fiber or SONET, Protected or Protected Diverse) of the access connection. UNI Port and Access is offered as a one-year, three-year or five-year Extended Service Plan (ESP). No nonrecurring charges apply.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.11 Application of Rates and Charges, (cont'd.)

(B) UNI Inverse Multiplexing ATM (IMA) Port With Access Line Connection

A monthly rate applies on a per DS1 basis for each sequential DS1 ordered up to the desired bandwidth (i.e., 3 Mbps, 4.5 Mbps, 6 Mbps, 7.5 Mbps or 9 Mbps). IMA is offered as a one-year, two-year, three-year or five-year ESP. DS1s within an IMA group added subsequent to the initial installation of the first two DS1s will have their own term period. No nonrecurring charges apply.

(C) User Network Interfaces (UNIs) Port Only Connection

A monthly rate applies on a per Port Only basis, based on the speed (i.e., DS1, DS3, OC3c or OC12c) and/or type (i.e., Full or Incremental) of the port only connection. UNI Port Only is offered as a one-year, three-year or five-year Extended Service Plan (ESP). No nonrecurring charges apply.

(D) Interim Inter-Switch Signaling Protocol (IISP) Interfaces, Port With Access Line Connection

A monthly rate applies on a per Port With Access Line basis, based on the speed (i.e., DS1, DS3, OC3c or OC12c), based on the speed (i.e., DS1, DS3, OC3c or OC12c) and/or type (i.e., Full or Incremental, Direct Fiber or SONET) of the access connection. IISP Port and Access is only available in Tier 1 and is offered as a one-year, three-year or five-year Extended Service Plan (ESP). No nonrecurring charges apply.

(E) Interim Inter-Switch Signaling Protocol (IISP) Interfaces, Port Only Connection

A monthly rate applies on a per Port Only basis, based on the speed (i.e., DS1, DS3, OC3c or OC12c), based on the speed (i.e., DS1, DS3, OC3c or OC12c) and/or type (i.e., Full or Incremental) of the port only connection. IISP Port Only is only available in Tier 1 and is offered as a one-year, three-year or five-year Extended Service Plan (ESP). No nonrecurring charges apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.11 Application of Rates and Charges, (cont'd.)

(F) Permanent Virtual Circuits (PVCs)

A nonrecurring charge applies per order for Virtual Channel Connection (VCC) or Virtual Path Connection (VPC). PVCs are ordered per UNI or IISP. If multiple UNIs or IISPs are involved, a nonrecurring charge will apply to each UNI or IISP Port on which the virtual connections will reside. The nonrecurring does not apply when PVCs are installed at the same time as the respective UNIs or IISPs.

(G) Switched Virtual Circuits (SVCs)

A nonrecurring charge applies per order for Virtual Channel Connection (VCC) or Virtual Path Connection (VPC). SVCs are ordered per UNI or IISP. If multiple UNIs or IISPs are involved, a nonrecurring charge will apply to each UNI or IISP Port on which the virtual connections will reside. The nonrecurring does not apply when SVCs are installed at the same time as the respective UNIs or IISPs.

(H) Effective Bandwidth for Incremental UNIs

A monthly rate applies for incremental UNIs for CBR or VBR PVC and SVC bandwidth at 5 Mbps for DS3 or OC3c and at 15 Mbps for OC12c. A monthly rate also applies for incremental UNIs for UBR PVC and SVC bandwidth for DS3, OC3c and OC12c. No nonrecurring charges apply.

The monthly rate for PVC and/or SVC UBR bandwidth will be waived when the combined VBR and CBR effective bandwidth purchased (either SVC or PVC or any combination) is equal to at least 50% of the effective bandwidth capacity of the UNI. When UBR bandwidth is made available, it is available for both PVCs and SVCs. No nonrecurring charges apply.

Incremental UNIs with UBR PVC of zero bandwidth are provided at no charge to Customer only when Asynchronous Transfer Mode Cell Relay Service is used to transport Company-provided Digital Subscriber Line (DSL) service as set forth in other sections of this Tariff.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.11 Application of Rates and Charges, (cont'd.)

(I) Closed User Groups (CUG)

A nonrecurring charge applies per order and per UNI for each CUG established and for each subsequent CUG member added to a CUG. The nonrecurring charge does not apply when a CUG is installed at the same time as the respective UNI or IISP.

(J) Administrative Charge

A nonrecurring charge applies (per order, per UNI or IISP) when a Customer initiates a change to one or more of the following: UNI or IISP bandwidth, PVCs, class of service parameters, and/or other service parameters that do not require changes in physical facilities and that can be provisioned by the Company without the dispatch of a technician to the Customer location. For each service order issued, the charge will be one Administrative Charge regardless of the number of changes made. The Administrative Charge does not apply for those items ordered on the same service order with the installation of a UNI or IISP.

5.7.12 Extended Service Plan

The ATM CRS UNI Port With Access Line Connection, UNI IMA Port With Access Line Connection, UNI Port Only, IISP Port and Access, and IISP Port Only rate elements are available under an ESP.

Term commitments of one-, three- and five-years are available to ATM CRS UNI Port With Access Line Connection, UNI Port Only, IISP Port With Access Line Connection and IISP Port Only Customers and term commitments of one-, two-, three- and five-years are available to UNI IMA Port With Access Line Connections at the applicable rates set forth in 5.7.16, regardless of when they subscribe to an ESP arrangement.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.12 Extended Service Plan, (cont'd.)

In the event ATM CRS is terminated by the Customer prior to completion of the initial term commitment period, Termination Liability charges, as set forth following, will apply.

- (A) In the event the service is terminated by the Customer prior to completion of the current term commitment period, the Customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

$25\% \times \text{MRC} \times \# \text{ of Lines/Channels/Paths} \times \text{Remainder of Term} = \text{Termination Charge}$

- (B) Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the Customer may terminate the service without incurring an early termination charge.

- (C) End of Term Options

Prior to the end of the term commitment period, the Customer may select one of the following options, to be effective at the end of the term:

Renew for the same commitment period,  
Commit to a new term period of shorter or longer duration,  
Arrange for a change of service, or  
Discontinue service.

In the event the Customer does not select one of the above options, the Customer will be converted to the shortest-term period available under tariff (i.e., 1-year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the Customer terminates the service within sixty (60) days of the conversion date.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.12 Extended Service Plan, (cont'd.)

- (D) Early termination charges will not be assessed under the following circumstances:

Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;

Customer attempts to move the existing service to a new location within the Company's service area, but the service is unavailable;

Customer converts to a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or

Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:

The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,

Both the existing and the new services are provided solely by the Company, and

The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

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COMMUNICATIONS SERVICES TARIFF

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.13 Moves

When the Customer requests a move or relocation of the UNI or IISP, the move or relocation will be treated as a termination of the existing service and the establishment of a new service.

5.7.14 Special Facilities Routing

The Customer may request that the facilities used to provide ATM CRS be specially routed. Additional charges will apply based on cost.

5.7.15 Acceptance Testing

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation. Acceptance tests will include tests for the parameters applicable to the service as specified in the order for service.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.16 Rates and Charges

(A) User Network Interfaces (UNIs) Port With Access Line Connection

	<u>One-Year Rate</u>	<u>Three-Year Rate</u>	<u>Five-Year Rate</u>
(1) DS1, each			
Full			
Tier 1 (0 to 5 Miles)	\$ 665.00	\$ 565.00	\$ 532.00
Tier 2 (Over 5 to 25 Miles)	665.00	565.00	532.00
Tier 3 (Over 25 to 50 Miles)	665.00	565.00	532.00
(2) DS3, each			
Full			
Tier 1 (0 to 5 Miles)	3,355.00	2,852.00	2,684.00
Tier 2 (Over 5 to 25 Miles)	3,947.00	3,355.00	3,158.00
Tier 3 (Over 25 to 50 Miles)	4,736.00	4,026.00	3,789.00
Incremental			
Tier 1 (0 to 5 Miles)	2,815.00	2,393.00	2,252.00
Tier 2 (Over 5 to 25 Miles)	3,312.00	2,815.00	2,649.00
Tier 3 (Over 25 to 50 Miles)	3,974.00	3,378.00	3,179.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.16 Rates and Charges, (cont'd.)

(A) User Network Interfaces (UNIs) Port With Access Line Connection, (cont'd.)

	<u>One-Year Rate</u>	<u>Three-Year Rate</u>	<u>Five-Year Rate</u>
(3) - OC3c, each			
Direct Fiber *			
Full			
Tier 1 (0 to 5 Miles)	\$ 4,020.00	\$ 3,417.00	\$ 3,216.00
Tier 2 (Over 5 to 25 Miles)	4,729.00	4,020.00	3,784.00
Incremental			
Tier 1 (0 to 5 Miles)	2,100.00	1,785.00	1,680.00
Tier 2 (Over 5 to 25 Miles)	2,471.00	2,100.00	1,976.00
SONET			
Full, Protected			
Tier 1 (0 to 5 Miles)	6,330.00	5,381.00	5,064.00
Tier 2 (Over 5 to 25 Miles)	7,447.00	6,330.00	5,958.00
Tier 3 (Over 25 to 50 Miles)	8,936.00	7,596.00	7,149.00
Full, Protected Diverse			
Tier 1 (0 to 5 Miles)	7,730.00	6,571.00	6,184.00
Tier 2 (Over 5 to 25 Miles)	9,094.00	7,730.00	7,275.00
Tier 3 (Over 25 to 50 Miles)	10,913.00	9,276.00	8,730.00
Incremental, Protected			
Tier 1 (0 to 5 Miles)	4,410.00	3,749.00	3,528.00
Tier 2 (Over 5 to 25 Miles)	5,188.00	4,410.00	4,151.00
Tier 3 (Over 25 to 50 Miles)	6,226.00	5,292.00	4,981.00
Incremental, Protected Diverse			
Tier 1 (0 to 5 Miles)	5,810.00	4,939.00	4,648.00
Tier 2 (Over 5 to 25 Miles)	6,835.00	5,810.00	5,468.00
Tier 3 (Over 25 to 50 Miles)	8,202.00	6,972.00	6,562.00

\* Effective October 23, 2004, Direct Fiber rate elements no longer apply to new Customers.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.16 Rates and Charges, (cont'd.)

(A) User Network Interfaces (UNIs) Port With Access Line Connection, (cont'd.)

	<u>One-Year Rate</u>	<u>Three-Year Rate</u>	<u>Five-Year Rate</u>
(4) - OC12c, each			
Direct Fiber*			
Full			
Tier 1 (0 to 5 Miles)	\$11,245.00	\$ 9,558.00	\$ 8,996.00
Tier 2 (Over 5 to 25 Miles)	13,229.00	11,245.00	10,584.00
Incremental			
Tier 1 (0 to 5 Miles)	4,685.00	3,982.00	3,748.00
Tier 2 (Over 5 to 25 Miles)	5,512.00	4,685.00	4,409.00
SONET			
Full, Protected			
Tier 1 (0 to 5 Miles)	19,560.00	16,626.00	15,648.00
Tier 2 (Over 5 to 25 Miles)	23,012.00	19,560.00	18,409.00
Tier 3 (Over 25 to 50 Miles)	27,614.00	23,472.00	22,091.00
Full, Protected Diverse			
Tier 1 (0 to 5 Miles)	21,160.00	17,986.00	16,928.00
Tier 2 (Over 5 to 25 Miles)	24,894.00	21,160.00	19,915.00
Tier 3 (Over 25 to 50 Miles)	29,873.00	25,392.00	23,898.00
Incremental, Protected			
Tier 1 (0 to 5 Miles)	13,000.00	11,050.00	10,400.00
Tier 2 (Over 5 to 25 Miles)	15,294.00	13,000.00	12,235.00
Tier 3 (Over 25 to 50 Miles)	18,353.00	15,600.00	14,682.00
Incremental, Protected Diverse			
Tier 1 (0 to 5 Miles)	14,600.00	12,410.00	11,680.00
Tier 2 (Over 5 to 25 Miles)	17,176.00	14,600.00	13,741.00
Tier 3 (Over 25 to 50 Miles)	20,612.00	17,520.00	16,489.00

\* Effective October 23, 2004, Direct Fiber rate elements no longer apply to new Customers.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.16 Rates and Charges, (cont'd.)

(B) UNI Inverse Multiplexing ATM (IMA) Port with Access Line Connection

	<u>One-Year Rate</u>	<u>Two-Year Rate</u>	<u>Three-Year Rate</u>	<u>Five-Year Rate</u>
(1) - First DS1, each (1.536 Mbps total bandwidth)*				
Full				
Tier 1 (0 to 5 Miles)	\$ 684.95	\$ 650.70	\$ 581.95	\$ 547.96
Tier 2 (Over 5 to 25 Miles)	684.95	650.70	581.95	547.96
Tier 3 (Over 25 to 50 Miles)	684.95	650.70	581.95	547.96
(2) - Second DS1, each (3 Mbps total bandwidth)				
Full				
Tier 1 (0 to 5 Miles)	650.00	617.50	565.00	532.00
Tier 2 (Over 5 to 25 Miles)	650.00	617.50	565.00	532.00
Tier 3 (Over 25 to 50 Miles)	650.00	617.50	565.00	532.00
(3) - Third DS1, each (4.5 Mbps total bandwidth)				
Full				
Tier 1 (0 to 5 Miles)	625.10	593.85	531.10	500.08
Tier 2 (Over 5 to 25 Miles)	625.10	593.85	531.10	500.08
Tier 3 (Over 25 to 50 Miles)	625.10	593.85	531.10	500.08
(4) - Fourth DS1, each (6 Mbps total bandwidth)				
Full				
Tier 1 (0 to 5 Miles)	625.10	593.85	531.10	500.08
Tier 2 (Over 5 to 25 Miles)	625.10	593.85	531.10	500.08
Tier 3 (Over 25 to 50 Miles)	625.10	593.85	531.10	500.08

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.16 Rates and Charges, (cont'd.)

(B) UNI Inverse Multiplexing ATM (IMA) Port with Access Line Connection,  
(cont'd.)

	<u>One-Year Rate</u>	<u>Two-Year Rate</u>	<u>Three-Year Rate</u>	<u>Five-Year Rate</u>
(5) - Fifth DS1, each (7.5 Mbps total bandwidth)				
Full				
Tier 1 (0 to 5 Miles)	625.10	593.85	531.10	500.08
Tier 2 (Over 5 to 25 Miles)	625.10	593.85	531.10	500.08
Tier 3 (Over 25 to 50 Miles)	625.10	593.85	531.10	500.08
(6) - Sixth DS1, each (9 Mbps total bandwidth)				
Full				
Tier 1 (0 to 5 Miles)	625.10	593.85	531.10	500.08
Tier 2 (Over 5 to 25 Miles)	625.10	593.85	531.10	500.08
Tier 3 (Over 25 to 50 Miles)	625.10	593.85	531.10	500.08

\* Customer must purchase a minimum of two IMA DS1s.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.16 Rates and Charges, (cont'd.)

(C) User Network Interfaces (UNIs) Port Only Connection

	<u>One-Year Rate</u>	<u>Three-Year Rate</u>	<u>Five-Year Rate</u>
(1) - DS1, each Full	\$ 347.00	\$ 295.00	\$ 278.00
(2) - DS3, each Full	1,224.00	1,040.00	979.00
Incremental	588.00	500.00	471.00
(3) - OC3c, each Full	3,200.00	2,720.00	2,560.00
Incremental	941.00	800.00	753.00
(4) - OC12c, each Full	11,247.00	9,560.00	8,998.00
Incremental	3,529.00	3,000.00	2,824.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.16 Rates and Charges, (cont'd.)

(D) IISP, Port With Access Line Connection  
– Tier 1 (0 – 5 Miles)

	<u>One-Year Rate</u>	<u>Three-Year Rate</u>	<u>Five-Year Rate</u>
(1) - DS1, each Full	\$ 665.00	\$ 565.00	\$ 532.00
(2) - DS3, each Full	3,355.00	2,852.00	2,684.00
(3) - OC3c, each Direct Fiber* Full	4,020.00	3,417.00	3,216.00
- SONET Full, Protected	6,330.00	5,381.00	5,064.00
Full, Protected Diverse	7,730.00	6,571.00	6,184.00
(4) - OC12c, each Direct Fiber* Full	11,245.00	9,558.00	8,996.00
- SONET Full, Protected	19,560.00	16,626.00	15,648.00
Full, Protected Diverse	21,160.00	17,986.00	16,928.00

\* Effective October 23, 2004, Direct Fiber rate elements no longer apply to new Customers.

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Tariff F.C.C. No. 2

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.16 Rates and Charges, (cont'd.)

(E) IISP, Port Only Connection

	<u>One-Year Rate</u>	<u>Three-Year Rate</u>	<u>Five-Year Rate</u>
(1) - DS1, each Full	\$ 347.00	\$ 295.00	\$ 278.00
(2) - DS3, each Full	1,224.00	1,040.00	979.00
(3) - OC3c, each Full	3,200.00	2,720.00	2,560.00
(4) - OC12c, each Full	11,247.00	9,560.00	8,998.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.16 Rates and Charges, (cont'd.)

(F) Permanent Virtual Circuits (PVCs), per order

	Nonrecurring Charge*
(1) - Virtual Channel Connections (VCCs)	
Constant Bit Rate (CBR)	\$ 75.00
Variable Bit Rate real time (VBRrt)	75.00
Variable Bit Rate non-real time (VBRnrt)	75.00
Unspecified Bit Rate (UBR)	75.00
(2) - Virtual Path Connections (VPCs)	
Constant Bit Rate (CBR)	\$ 75.00
Variable Bit Rate real time (VBRrt)	75.00
Variable Bit Rate non-real time (VBRnrt)	75.00
Unspecified Bit Rate (UBR)	75.00

(G) Switched Virtual Circuits (SVCs), per order

	Nonrecurring Charge*
(1) - Virtual Channel Connections (VCCs)	
Constant Bit Rate (CBR)	\$ 75.00
Variable Bit Rate real time (VBRrt)	75.00
Variable Bit Rate non-real time (VBRnrt)	75.00
Unspecified Bit Rate (UBR)	75.00
(2) - Virtual Path Connections (VPCs)	
Constant Bit Rate (CBR)	\$ 75.00
Variable Bit Rate real time (VBRrt)	75.00
Variable Bit Rate non-real time (VBRnrt)	75.00
Unspecified Bit Rate (UBR)	75.00

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\* Applies per order and in lieu of service charges found elsewhere in this tariff. If multiple UNIs or IISPs are involved, a nonrecurring charge will apply to each UNI or IISP Port on which the virtual connections will reside. The NRC does not apply when PVCs/SVCs are installed at the same time as the respective UNIs or IISPs.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.7 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS), (cont'd.)

5.7.16 Rates and Charges, (cont'd.)

(H) Effective Bandwidth for Incremental UNIs

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(1) - CBR or VBR PVC Bandwidth		
DS3 or OC3c – 5 Mbps	\$ 80.00	N/A
OC12c – 15 Mbps	200.00	N/A
(2) - CBR or VBR SVC Bandwidth		
DS3 or OC3c – 5 Mbps	80.00	N/A
OC12c – 15 Mbps	200.00	N/A
(3) - UBR PVC and SVC Bandwidth, Bandwidth up to the UNI line rate		
DS3	400.00	N/A
OC3c	1,200.00	N/A
OC12c	4,000.00	N/A

(I) Closed User Groups\*

(1) Each CUG	N/A	\$75.00
(2) Each subsequent CUG member added to a CUG	N/A	75.00

(J) Administrative Charge\*\*

N/A 75.00

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\* Applies per order, per UNI, and in lieu of service charges found elsewhere in this tariff. The NRC does not apply when a CUG is installed at the same time as the respective UNI or IISP.

\*\* Applies per order, per UNI or IISP, and in lieu of service charges found elsewhere in this tariff. The NRC does not apply for those items ordered on the same service order with the installation of a UNI or IISP.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service

5.8.1 General

- (A) Transparent LAN Service (TLS) is a high speed data service which provides Ethernet transport within a LATA (Ethernet TLS). Ethernet TLS is provided over a shared network and utilizes FDDI, ATM, Gigabit Ethernet or a combination, to transport the Customers' data between customer locations within a LATA.

Ethernet TLS is available in two interfaces: User to Network Interface (UNI) or Network to Network Interface (NNI).

- (1) The UNI Port With Access Line Connection consists of a dedicated fiber pair that provides a link from the Customer's premises to one of the Company's TLS switches and the appropriate port interface connection.
- (2) The NNI Port Only Connection provides a port interface connection from an Interexchange carrier or other service provider's point of presence to one of the Company's TLS switches.

UNIs and NNIs are further described in Section 5.8 B.1 following.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.1 General, (cont'd.)

- (B) Ethernet TLS creates a network with the ability to function as a shared public network. Ethernet TLS protects data privacy by using closed user groups (CUGs), also known as virtual LANs. CUGs or virtual LANs are used to provide traffic separation, privacy and security between customers on the shared switch and backbone. When Ethernet TLS is used to access IP-VPN Service, CUGs or virtual LANs are used between a customer designated premises and the IP-VPN network. Subscribers in a CUG can only access their own data.

5.8.2 Service Components

(A) Ethernet TLS

The major components of Ethernet TLS are:

UNI Port With Access Line Connection  
NNI Port Only Connection  
Interoffice Mileage  
Domain/LAN Extension Equipment Changes  
Optional Features

(1) User Network Interface (UNI) Port With Access Line Connection

UNI Port With Access Line Connections, which are available at 10, 100 and 1000 Mbps, provide a dedicated fiber pair between the Customer premises and the serving wire center. UNI Port With Access Line is only available where facilities and conditions permit.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.2 Service Components, (cont'd.)

(A) Ethernet TLS, (cont'd.)

(2) Network to Network Interface (NNI) Port Only Connection

NNI Port Only Connections are available at the speed of 1000 Mbps. The TLS NNI Port Only configuration is used for connecting two networks together for bidirectional messaging and is available on a private basis only. Interoffice transport from a Customer's serving wire center to the TLS switch is not included. Such transport, when required, is the responsibility of the Customer and must be ordered separately from the Hawaiian Telcom, Inc. Tariff F.C.C. No. 1.

Access to NNI Port Only Connections is provided via LAN Extension Service and is subject to the regulations, rates and charges specified in the Hawaiian Telcom, Inc. Tariff F.C.C. No. 1. The channel speed of the LAN Extension Service channel must be sufficient to accommodate the NNI Port speed.

(3) Interoffice Mileage

If Customer's normal serving wire center is not equipped with TLS equipment, Customer may obtain service from a TLS equipped wire center by ordering interoffice mileage. Interoffice mileage charges will apply in addition to TLS UNI/NNI charges. The dB loss cannot exceed the maximum allowable range, as specified in Section 5.8 D. following.

The Company has no obligation to notify Customer when TLS equipment is deployed in Customer's normal serving wire center or in a wire center that is closer to the Customer's normal serving wire center. Should Customer decide to initiate a move of its TLS facilities when service becomes available in its normal serving wire center or a closer serving wire center, the regulations set forth in Section 5.8 C.6 following will apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.2 Service Components, (cont'd.)

(A) Ethernet TLS, (cont'd.)

(4) Domain/LAN Extension Equipment Changes

A domain change is the reassignment of Customer's computer data to different virtual LAN, at Customer's request. The change is accomplished via software changes in Company's database.

LAN extension equipment changes, other than for maintenance or repair, involve the physical replacement of Company-provided network interface on an existing TLS access line, at the same location on Customer's premises.

(5) Optional Features

(a) Customer Service Management (CSM)

CSM is an optional feature that provides Customers with web-based reports. The reports give the Customer the ability to extract "read-only" network traffic information, enabling them to monitor and manage their network performance. CSM is provided per Customer domain or virtual LAN.

CSM is available where conditions and facilities permit.

The Company reserves the right to temporarily interrupt CSM for maintenance, for software upgrades and in emergency situations.

HAWAIIAN TELCOM, INC.  
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Tariff F.C.C. No. 2

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.3 Technical Specifications

The technical specifications for Ethernet TLS are delineated in IEEE802.3-2002.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.4 Terms and Conditions

- (A) A typical Ethernet TLS network will be limited to wire centers in a specific geographic location. Customers gain access to the shared Ethernet TLS network via TLS equipment deployed in Customer's serving wire center.
- (B) Ethernet TLS is available to Customers whose serving wire center is equipped with TLS equipment and whose location is within the maximum allowable range of the serving central office. The maximum allowable range is determined by the dB loss rate so the actual distance between the TLS equipped serving wire center and the Customer's location may vary due to the facility used in each serving arrangement. The maximum dB loss cannot exceed 20dB @1310nm for 10 Mbps service, 26dB @1310nm for 100 Mbps service, 9.5db @1330nm for 1000 Mbps or 22dB @1550nm for 1000 Mbps.
- (C) Ethernet TLS includes:

	<u>When Provided With</u>	
	<u>UNI Interface</u>	<u>NNI Interface</u>
Network Interface Device (NID) at Customer's Premises to terminate the fiber pair.	X	
Dedicated fiber pair from Customer's premises to the serving wire center.	X	
Network management including fault monitoring and diagnostics, performance and network configuration applications, and manual monitoring when necessary.	X	X
A dedicated port on the switch.	X	X
Interoffice mileage, where applicable.	X	X
Optional features, if applicable.	X	X

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.4 Terms and Conditions, (cont'd.)

(D) Availability of Service

Subject to general regulations contained in Section 2 preceding, Ethernet TLS will be provided seven days a week, 24 hours a day, from wire centers equipped to provide this service with the exception specified in (D)(7) following. TLS is available where facilities and conditions permit. Special construction charges may apply.

(E) Ethernet TLS Connections

- (a) The network interface is the LAN interface on the TLS equipment at Customer's premises. Customer is responsible for any inside wire required in connecting the LAN to the TLS equipment.
- (b) Customer is responsible for installation, operation, and maintenance of any Customer-provided equipment.
- (c) The Company has the service responsibility up to and including the network interface.

(F) Limitations

Customer's location must be within the maximum allowable range of the Ethernet TLS equipped wire center.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.4 Terms and Conditions, (cont'd.)

(G) Maintenance Window

To meet Ethernet TLS Customers' requirements, occasional network upgrades must be performed. These network upgrades are needed to provide improved performance and new features. Generally these upgrades will be performed between the hours of 11 p.m. and 8 a.m. Network upgrades are planned to provide Customer with reasonable and timely notification in order to minimize any impact on Customer's service.

However, Company reserves the right to perform maintenance at any time, at its discretion, when it believes such unscheduled maintenance is necessary to maintain network performance. Company will make reasonable effort to provide notice to those Customers likely to be affected by such maintenance work.

(H) Transmission Mode for Ethernet TLS

The transmission mode supported is dependent on the access rate. The supported transmission mode for 10 Mbps, 100 Mbps and 1000 Mbps access is full duplex.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.5 Application of Rates

The following rate elements are applicable to TLS:

Ethernet TLS

UNI Port with Access Line Connection

NNI Port Only Connection

Interoffice Mileage

Domain/LAN Extension Equipment Changes

Optional Features

Customer Service Management (CSM)

(A) UNI Port with Access Line Connection

A monthly rate applies on a per-line basis and is differentiated by the speed of the access connection (i.e., 10, 100 or 1000 Mbps). The UNI Port with Access Line Connection is offered on a month-to-month basis or as a 3 Year or 5 Year Term Plan. A nonrecurring charge applies to the installation of the UNI Port with Access Line Connection provided on a month-to-month basis.

(B) NNI Port Only

A monthly rate applies on a per port connection basis. The NNI Port Only Connection is offered on a 3 Year or 5 Year Term Plan. A nonrecurring charge applies to the installation of the NNI Port Connection.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.5 Application of Rates, (cont'd.)

(C) Interoffice Mileage

The Interoffice Mileage charge is applied on a per line, per mile basis. The Per Mile charge is multiplied by the distance between the Customer's serving central office and the nearest TLS equipped central office. The mileage measurement is calculated as specified by NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. Interoffice Mileage monthly charges apply in addition to the applicable rates and charges for the TLS UNI.

(D) Domain/LAN Extension Equipment Changes

Customer requests for changes in domains or replacement of LAN extension equipment will be charged a nonrecurring charge per location, per change.

(E) Optional Features

(a) Customer Service Management (CSM)

A monthly rate and a nonrecurring charge apply for each CSM arrangement. The Customer will be charged on a per domain or virtual LAN basis. The nonrecurring charge applies in addition to all other applicable service charges.

(F) Ethernet Virtual Circuit (EVC)

A monthly rate applies on a per EVC basis and is differentiated by the speed of the connection. The EVC is offered under 1 Year, 2 Year or 3 Year Term Plans. A nonrecurring charge applies to the installation of an EVC provided under a 1 Year Term Plan.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.5 Application of Rates, (cont'd.)

(G) IP Port

A monthly rate and a nonrecurring charge apply on a per port, per LATA basis, based on the capacity requirements (i.e., OC12c or OC48c) of Customer. A minimum order of 1 pair of IP Ports per LATA is required. The IP Port is offered under a one-year or three-year ESP.

Rates and charges for IP Port are set forth below.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(1) IP Port		
Per Port, Per LATA*		
OC12c		
One Year	\$5,000.00	\$500.00
Three Years	4,000.00	500.00
OC48c		
One Year	10,000.00	1,000.00
Three Years	8,000.00	1,000.00
(2) Administrative Change Charge		
Per Order		200.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.5 Application of Rates, (cont'd.)

(H) Administrative Change Charge

A nonrecurring Administrative Change Charge applies in the following circumstances:

When a Customer requests a later provisioning due date

When a Customer cancels an order which is already in progress

When a Customer upgrades service in accordance with 5.8.8(D) following.

When an EVC is remapped at Customer's request. If remapping of an EVC is required as a result of the disconnection of an IP Port, the Administrative Change Charge will apply to the IP Port customer of record.

One Administrative Change Charge shall apply per order.

(I) Expedite Charge

Company offers an expedite capability on EVCs but does not guarantee that every request will be accepted or expedited per the requested time. When requested by Customer, the Expedite Charge will apply, on a per EVC basis, when Company meets an interval shorter than the standard interval.

Expedite capability is not offered on the IP Port service component.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.5 Application of Rates, (cont'd.)

(J) Minimum Period

The minimum period for Ethernet TLS under the month-to-month plan is nine months. The regulations applicable to TLS provided under a Term Payment Plan are specified in (12) following.

(K) Moves and Changes

When Customer requests a move or relocation of the Ethernet TLS access line to a different address and/or different building, the move or relocation will be treated as a termination of the existing service and the establishment of a new service for the application of all charges. Early termination charges may be waived under the conditions specified in 5.13(E)9(d) following.

(L) Term Payment Plan

The TLS UNI Port With Access Line Connection, NNI Port Only Connection and EVC are offered under the Term Payment Plans specified in (F) following.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.5 Application of Rates, (cont'd.)

(M) Term Payment Plan, (cont'd.)

(1) End of Term Options

- (a) Prior to the end of the term commitment period, the Customer may select one of the following options to be effective at the end of the term:

Renew for the same commitment period;  
Commit to a new term period of shorter or longer duration;  
Arrange for a change of service; or  
Discontinue service.

- (b) In the event Customer does not select one of the above options, Customer will be converted to the shortest-term period available under tariff (i.e., month-to-month, etc.) for the same service and will be subject to the applicable term commitment, if any, unless the Customer terminates the service within sixty (60) days of the conversion date.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.5 Application of Rates, (cont'd.)

(N) Termination Liability

- (1) In the event the service is terminated by Customer prior to completion of the current term commitment period, Customer shall be liable for an early termination charge, except as noted in (b), (c) or (d) following.

Termination liability for Ethernet TLS:

Termination liability will be 25% of the monthly recurring charge(s) (MRC) for Ethernet TLS for the remainder of the term. For Customers who entered into term plans prior to December 19, 2003, when there is a term plan less than the actual time the term plan has been in effect, the termination liability charge will be the lesser of:

- (a) the difference between the discounted monthly rates resulting from the highest term plan commitment period that could be satisfied prior to the disconnection and the discounted monthly rates resulting from the term plan multiplied by the actual number of months the service has been in effect; or
- (b) 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

$$25\% \times \text{MRC} \times \# \text{ of Lines/Channels/Paths} \times \text{Remainder of Term} \\ = \text{Termination Charge}$$

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.5 Application of Rates, (cont'd.)

(N) Termination Liability, (cont'd.)

- (2) Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state, or federal fees, taxes, or surcharges, the Customer may terminate the service without incurring an early termination charge.
- (3) Early termination charges for Ethernet TLS will not be assessed under the following circumstances:
  - (a) The Customer moves its existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;
  - (b) The Customer attempts to move the existing service to a new location within the Company's service area, but the service is unavailable;
  - (c) The Customer converts to a new term commitment plan for the same service before the current term commitment expires, and the dollar value of the new term commitment is equal to or greater than the remaining dollar value of the current term commitment; or



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.5 Application of Rates, (cont'd.)

(N) Termination Liability, (cont'd.)

- (4) The Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
  - (a) The dollar value of the new term commitment is equal to or greater than the remaining dollar value of the current term commitment,
  - (b) Both the existing and new services are provided solely by the Company; and
  - (c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.8 Transparent LAN Service, (cont'd.)

5.8.5 Application of Rates, (cont'd.)

(O) Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
(1) - TLS Port With Access Line Connection, per line		
(a) Month to Month Plan		
10 Mbps	\$1,300.00	\$1,200.00
100 Mbps	1,300.00	2,400.00
1000 Mbps	1,300.00	4,000.00
(b) Three Year Plan		
10 Mbps	N/A	1,000.00
100 Mbps	N/A	2,000.00
1000 Mbps	N/A	3,500.00
(c) Five Year Plan		
10 Mbps	N/A	900.00
100 Mbps	N/A	1,800.00
1000 Mbps	N/A	3,200.00
(2) - NNI Port Only, per port		
(a) Three Year Plan		
1000 Mbps	N/A	3,700.00
(b) Five Year Plan		
1000 Mbps	N/A	3,500.00
(c) NNI Port Only Installation per port	1,300.00	N/A
(3) - Interoffice Mileage, per line		
Per Mile	N/A	100.00
(4) - Domain/LAN Extension Equipment Changes	400.00	N/A
(5) - Customer Service Management, per Customer, Per Virtual LAN/Domain	350.00	150.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions

5.9.1 Service Description

- (A) Infospeed Digital Subscriber Line (DSL) Solutions are data access services that use DSL technology to transport data over compatible facilities to an end user premises. Data traffic generated by a Company-provided or Customer-provided modem is transported to the Infospeed DSL Connection Point. From there, the traffic is transported to the End User's Information Service Provider (ISP) or content provider via Company's other data network interface services.
- (B) The following types of Infospeed DSL Solutions are available based on the upstream and downstream speed combinations chosen by Customer:
  - (1) Infospeed DSL 768K/128K - provides maximum speeds of 768 Kilobits Per Second (Kbps) downstream and 128 Kbps upstream.
  - (2) Infospeed DSL 1.5M/128K - provides maximum speeds of 1.5 Megabits Per Second (Mbps) downstream and 128 Kbps upstream.
  - (3) Infospeed DSL 1.5M/384K - provides maximum speeds of 1.5 Mbps downstream and 384 Kbps upstream.
  - (4) Infospeed DSL 7.1M/768K - provides maximum speeds of 7.1 Mbps downstream and 768 Kbps upstream.
  - (5) Infospeed DSL 384K/384K - provides maximum speeds of 384 Kbps downstream and 384 Kbps upstream.
  - (6) Infospeed DSL 768K/768K - provides maximum speeds of 768 Kbps downstream and 768 Kbps upstream.
  - (7) Infospeed DSL 3M/768K - provides maximum speeds of 3 Mbps downstream and 768 Kbps upstream.

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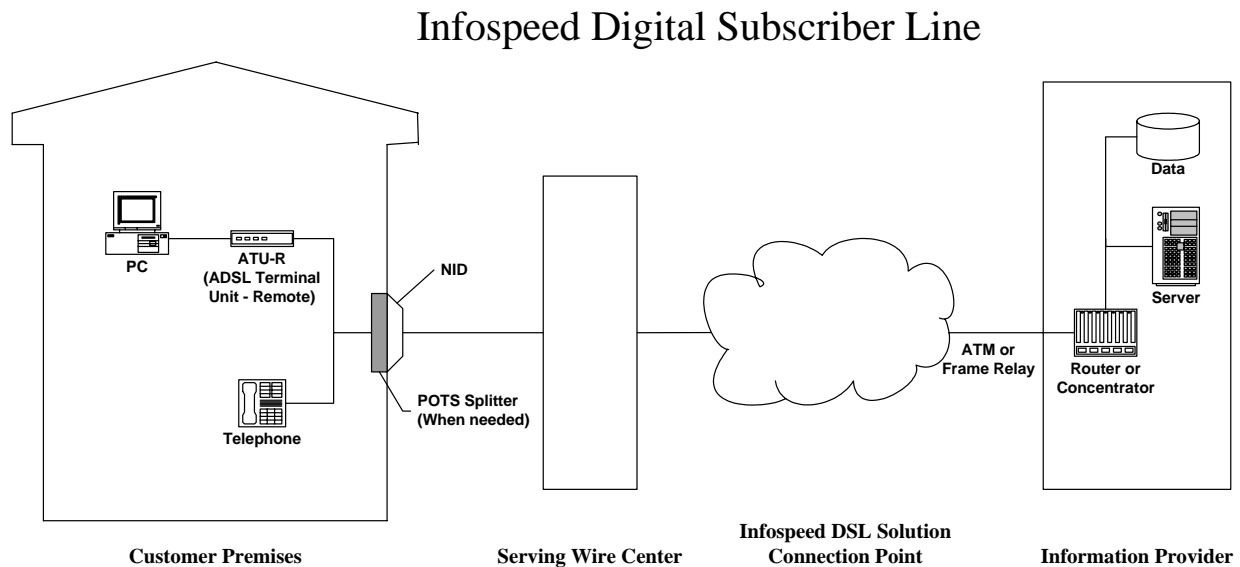
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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.1 Service Description, (cont'd.)

- (C) The data speeds listed above are maximum speeds. Actual speeds may be lower due to the impact of loop distance, modem technology and other factors. Therefore, performance levels cannot be guaranteed. This includes data speeds, throughput, and packet loss.
- (D) The following diagram depicts a generic view of the components of Infospeed DSL Solutions and the manner in which the components are combined to provide a complete Infospeed DSL Solutions connection.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.1 Service Description, (cont'd.)

(E) Optional Features

(1) Direct PVC Premium Service

Direct PVC Premium Service allows the Customer to provide its end-user with a static Internet Protocol (IP) address on a Infospeed DSL Solutions arrangement by using a Direct Permanent Virtual Circuit (PVC) architecture.

Direct PVC Premium Service will be provided subject to the availability and limitations of Company facilities.

The existing network architecture supports the capability to assign static IP addresses. Direct PVC Premium Service is available as a non-chargeable option.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.2 Terms and Conditions

- (A) Company will provision and maintain Infospeed DSL Solutions from the Infospeed DSL Connection Point to the Network Interface Device (NID) at the End User's designated premises. Company will advise Customer of any additional equipment necessary to support Infospeed DSL Solutions. Customer is responsible for obtaining the necessary additional equipment, including any required splitters or filter and a compatible DSL modem.
- (B) Customer will provide Company with the necessary information (e.g., End User name and address, circuit information, serving area, etc.) to provision Infospeed DSL Solutions.
- (C) Access from Infospeed DSL Connection Point will be provided via Company's data network interface services. These services may include, but not limited to, Frame Relay Service (FRS), Asynchronous Transfer Mode Cell Relay Service (ATM), High Capacity Broadband Access Cloud (HiBAC) and Dedicated Special Access services. A minimum connection speed of DS-1 or higher is required for ATM, HiBAC, and FRS data network interface services. The rates and charges for these data network interface services are in addition to the rates and charges for Infospeed DSL Solutions.
- (D) Company offers Infospeed DSL Solutions service over available, compatible facilities to Customers to serve End Users who subscribe to Company's local exchange service. In addition, Company offers Verizon Infospeed DSL Solutions service over available, compatible facilities to Customers to serve End Users who do not subscribe to Company's local exchange service in the following circumstances:
  - (1) Where an existing Customer's End User switches its existing local exchange service from Company to a carrier that does not use Company's switching facilities and does not require a dispatch of Company personnel to the End User's premises.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.2 Terms and Conditions, (cont'd.)

- (E) Company will qualify facilities or obtain qualification information on facilities to determine the suitability of such facilities for Infospeed DSL Solutions. Company will not provide Infospeed DSL Solutions on facilities that are unsuitable for the service, nor will Company provide Infospeed DSL Solutions if it determines that such provision will produce interference to other services.
- (F) Infospeed DSL Solutions will be provided subject to the availability and limitations of Company facilities.
- (G) Company reserves the right to interrupt temporarily Infospeed DSL Solutions for maintenance, software upgrades, and in emergency situations.
- (H) Customer will obtain the appropriate authorization to allow Company's employees or agents to enter the end user's designated premises at any reasonable hour for the purpose of installing, inspecting, or repairing Infospeed DSL Solutions arrangement, or, upon termination of Infospeed DSL Solutions, removing Company's equipment. Customer will present evidence of such authorization to Company upon request.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.3 Rate Regulations

- (A) Monthly Rate - A Monthly Recurring Charge (MRC) applies for each Infospeed DSL Solutions arrangement. Monthly rate schedules that are available include month-to-month, one-year term, and Five-Year Volume and Term Discount Plans (VTDP). However, VTDP rates are not available for the 3M/768K speed. All Infospeed DSL Solutions arrangements are also available under a Five-Year Term and Volume Discount Plan (5N-TVDP) as described in Section 5.11 following.
- (B) Service Activation - A single Nonrecurring Charge (NRC) applies for the initial service activation associated with each Infospeed DSL Solutions arrangement ordered.
- (C) ISP/Content Provider Change - A single NRC applies for activities associated with a change in ISP/Content Provider per each Infospeed DSL Solutions arrangement changed.
- (D) Speed Change-Downward - A single NRC applies for activities associated with a downward change in speed from one service type to another with each Infospeed DSL Solutions arrangement changed.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.3 Rate Regulations, (cont'd.)

- (E) Speed Change-Upward - A single NRC applies for activities associated with an upward change in speed from one service type to another with each Infospeed DSL Solutions arrangement changed.
- (1) For term plan Customers of record prior to April 29, 2003, the Speed Change-Upward NRC is waived except when the Customer converts to a Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (5N-TVDP) as set forth in Section 5.11.1 within 6 months of making an upward speed change.
- (F) Software Change - A single NRC applies for a software change associated with the remapping of circuit information or other software changes associated with a Infospeed DSL Solutions arrangement. This charge also applies when the Customer's Infospeed DSL Solutions Service is validly assigned, or is suspended and transitioned to a new provider due to nonpayment. The Software Change charge applies to the new provider on a per software change basis.
- (G) For Customers ordering Schedule 5E of the Volume and Term Discount Plan who cancels Infospeed DSL Solutions to designated premises within 30 days of installation, Customer will not be charged the foregoing recurring monthly rate or nonrecurring charge.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.3 Rate Regulations, (cont'd.)

(H) Customer may migrate from Infospeed DSL Service or DSL Solutions I or II Service to Infospeed DSL Solutions. If Customer is under an existing volume and term plan for one or more of such service, it will migrate to the equivalent volume and term level for Infospeed DSL Solutions. For example, if Customer subscribes to the Infospeed DSL Service Five-Year VTDP, Schedule F, it would migrate to Schedule E of the Five-Year VTDP for Infospeed DSL Solutions. The date Customer first subscribed to either an Infospeed DSL Service or DSL Solutions VTDP will be the service anniversary date under the Infospeed DSL Solutions VTDP. Customer's existing Infospeed DSL Service and DSL Solutions lines will be counted for purposes of determining Customer's volume attainment for Infospeed DSL Solutions. Such existing lines may not be adjusted immediately to reflect the speed combinations available for Infospeed DSL Solutions.

(I) Direct PVC Premium Service Charge

As described in Section 5.9.1(E)(1)(b) previously, a monthly recurring charge applies for each Direct PVC Premium Service. The charge applies to all available Infospeed DSL Solutions speeds and is in addition to the rates and charges for the associated Infospeed DSL Solutions arrangement.

If a Customer elects to disconnect Direct PVC Premium Service and maintain the underlying Infospeed DSL Solutions service arrangement, a new Service Activation Charge, as specified in Section 5.9.6(D) following, will apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.4 One-Year Term Plan

(A) Description

Infospeed DSL Solutions One-Year Term Plan provides Customers discounted rates based on commitments of a specific term. The One-Year Term Plan encompasses all of Customer's Infospeed DSL Solutions arrangements.

If Customer is not the end user of the service, then Customer who purchases Infospeed DSL Solutions under the One-Year Term Plan assumes the following obligations:

- (1) Customer will submit orders to Company electronically in a format and manner designated by Company;
- (2) Customer will provision all Customer premises equipment to its End Users;
- (3) Customer will deal directly with its End Users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- (4) Customer will not direct its End Users to contact Company regarding any aspect of the service.

Two rate schedules are available for the One-Year Term Plan:

Schedule I is available to Customers that subscribe to the One-Year Term Plan on or before August 31, 2001.

Schedule II is available to Customers that subscribe to the One-Year Term Plan on or after September 1, 2001.

At expiration of the One-Year Term Plan, Customer may choose to convert to the month-to-month rates, or continue with rates, charges, terms and conditions in effect at the end of the expiring Term Plan on a year-to-year basis. A conversion to month-to-month rates, or discontinuance, will require that Customer submit a service change order.

One-Year Term Plans are subject to payments for early termination.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.4 One-Year Term Plan, (cont'd.)

(B) Termination without Liability

Customer may terminate a term plan without termination liability should the monthly rates increase during the term of the existing term plan. Subsequent to a rate increase, Customer must either elect to terminate the term plan without liability or continue the term plan at the new rate.

End users subscribing to Infospeed DSL Solutions arrangement(s) under a one-year term who change to an ISP/Content Provider subscribing to Infospeed DSL Solutions under a Five-Year Volume and Term Discount Plan are automatically included in the ISP/Content Provider's Five-Year VTDP. No termination liability applies to the terminated one-year term plan of the end user.

(C) Termination Liability

If Customer elects to discontinue its term plan prior to the end of the commitment period, termination liability charges will apply. Liability will be the difference between what would have been charged had Customer had the month-to-month rate for each Infospeed DSL Solutions arrangement in-service at the end of each month Customer subscribed to the term plan less all payments made and owed.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.5 Five-Year Volume and Term Discount Plan (VTDP)

(A) Description

Infospeed DSL Solutions VTDP provides Customers discounted rates based on commitments of a specific term with minimum volumes. The VTDP rates in this Tariff are applied by service type and only to the Infospeed DSL Solutions arrangements covered by this Tariff.

Customer who purchases Infospeed DSL Solutions under the VTDP assumes the following obligations:

- (1) Customer will submit orders to Company electronically in a format and manner designated by Company;
- (2) Customer will provision all Customer premises equipment to its end users;
- (3) Customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- (4) Customer will not direct its end users to contact Company regarding any aspect of the service.,

The Five-Year VTDP has five optional volume Commitment Levels, A through E. Each Commitment Level has minimum service arrangement volumes assigned for each year of the VTDP. The Commitment Level includes all of Customer's in-service Infospeed DSL Solutions and Premium DSL (as described in Section 5.12 following) arrangements provided under this Tariff, and the Infospeed DSL Solutions and Premium DSL arrangements. Commitment Levels are selected by Customer and must be designated in Customer's order for VTDP. The Commitment Levels are shown in this Section.

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COMMUNICATIONS SERVICES TARIFF

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.5 Five-Year Volume and Term Discount Plan (VTDP), (cont'd.)

(A) Description, (cont'd.)

Contract Year One will begin on the service anniversary date as defined below. The service anniversary date is the date of the order for VTDP designating the Commitment Level and Term, except for the Five-Year Commitment Levels D and E. For Customers selecting the Five-Year Commitment Levels D or E, the service anniversary date is the date six months after the subscription order is submitted, allowing a "Ramp-Up Period". Each Contract Year runs 12 months from its service anniversary date ("Contract Year").

At expiration of a VTDP, Customer may choose a new VTDP, convert to the month-to-month rates, or continue with rates, charges, terms and conditions and Commitment Level in effect at the end of the expiring VTDP on a year-to-year basis. A conversion to a new VTDP or to month-to-month rates, or discontinuance, will require that Customer submit a service change order.

VTDP is subject to payments for missed annual commitments ("Shortfall Liability") and for early termination.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.5 Five-Year Volume and Term Discount Plan (VTDP), (cont'd.)

(B) Annual Review

The Commitment Level is reviewed at the end of each Contract Year ("Company-provided annual review") on the service anniversary date. A count is taken of all Infospeed DSL Solutions arrangements in-service as of the last day of the Contract Year. Customers who do not meet the minimum quantity of in-service arrangements for their Commitment Level on such date will be so notified.

If, at the annual review, the total quantity of Infospeed DSL Solutions arrangements that Customer has in-service on the last day of the Contract Year does not meet the minimum arrangement volume applicable to Customer's subscribed Commitment Level, a Shortfall Liability will be assessed. In addition, Customers with Five-Year Commitment Levels B through E with less than the minimum arrangement volumes will be reassigned to a reduced Commitment Level for the next year based on their current arrangement volume (e.g., a Five-Year VTDP Customer in Commitment Level C with 40,000 arrangements in-service at the end of year three would be placed in Commitment Level B for year four). As an alternative to reassignment, Customer may stay in its existing Commitment Level for the subsequent year by paying the Alternative Shortfall Liability specified below.

Solely at the end of Contract Year One, Customers with Five-Year Commitment Levels D through E, regardless of whether such Customers have met the minimum arrangement volumes for their chosen Commitment Levels, will be automatically continued in their chosen Commitment Levels for Contract Year Two, subject to the Shortfall Liability described below, but will be reassigned in the remaining years, if necessary, based on their arrangement volumes.

At the end of any Contract Year, Customer may elect to move to a higher Commitment Level for the next Contract Year and for the remainder of the VTDP, if it has met the minimum arrangement volume for its existing Commitment Level. However, should Customer fail to meet the minimum arrangement volume for the higher Commitment Level by the end of the Contract Year following such election, an additional charge will be assessed equal to 10% of the Shortfall Liability for the Contract Year, as specified below.

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COMMUNICATIONS SERVICES TARIFF

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.5 Five-Year Volume and Term Discount Plan (VTDP), (cont'd.)

(C) Shortfall Liability

Shortfall liability applies to any VTDP Customer with Commitment Levels A through E that fails to meet the minimum arrangement volumes for its designated commitment level.

Shortfall liability is based on the difference between the monthly rate for the designated commitment level and the monthly rate for the commitment level that should have been charged based upon the actual quantity of in-service Infospeed DSL Solutions arrangements at the end of the contract year. The shortfall liability is equal to the difference in the monthly rate multiplied by the sum of all arrangements in-service at the end of each month during such Contract Year. For example, at the end of Contract Year Two, a Five-Year VTDP Customer with Commitment Level C and only 10,000 arrangements in-service will be assessed the difference in the monthly rate between Commitment Level B and Commitment Level C for each arrangement in-service at the end of each month during the contract year.

Customer may stay in its commitment level by paying an alternative shortfall liability equal to the minimum arrangement volume applicable to its Commitment Level less the actual number of Infospeed DSL arrangements in-service at the end of the contract year multiplied by the current monthly rate for the selected commitment level, multiplied by six.

Customers who subscribe to Commitment Level E of the Five-Year VTDP shall not be assessed shortfall liability in a contract year if Customer has 95% of the minimum number of DSL service arrangements at the end of such contract year.

An additional payment of 10% of the shortfall liability is assessed those Customers who fail to meet the minimum arrangement volume after moving to a higher commitment level the previous year.

Customers who fall below the minimum arrangement volume for Commitment Level A in any contract year will be terminated from the VTDP and will be subject to termination liability. All of Customer's Infospeed DSL Solutions arrangements will revert to basic month-to-month rates.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.5 Five-Year Volume and Term Discount Plan (VTDP), (cont'd.)

(D) Termination without Liability

Customer may terminate a VTDP without termination liability or shortfall liability should the monthly rates increase during the term of the existing VTDP. Subsequent to a rate increase, Customer must either elect to terminate the VTDP without liability, negotiate a new VTDP, or continue the VTDP at the new rate. Customer's continuation in the VTDP 30 days or more following a rate increase shall constitute Customer's election to continue the VTDP at the new rate.

(E) Termination Liability

If Customer elects to discontinue its VTDP prior to the end of the commitment period, termination liability charges will apply. Liability will be the lesser of the charges determined by the following calculations:

- (1) The difference between what would have been charged had Customer had the month-to-month rate for each Infospeed DSL Solutions arrangement in-service at the end of each month Customer subscribed to the VTDP less all payments made and owed, including any shortfall liability payments made and owed.
- (2) A charge for the remainder of the commitment period calculated by multiplying the termination fee by the number of months remaining in the Customer's Commitment Period. The termination fee for each Commitment Level is shown in Section 5.9.6(E) following.

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COMMUNICATIONS SERVICES TARIFF

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.6 Rates and Charges

(A) Month-to-Month Plan\*

	<u>Monthly Rate</u>	
Infospeed 768K/128K	\$39.95	
Infospeed 1.5M/128K	\$39.95	(I,y)
Infospeed 1.5M/384K	\$39.95	
Infospeed 7.1M/768K	\$109.95	
Infospeed 384K/384K	\$46.00	
Infospeed 768K/768K	\$80.00	
Infospeed 3M/768K	\$39.95	

(B) One-Year Term Plan\*

Schedule I - Applicable to Customers that subscribe to the One-Year Term Plan on or before August 31, 2001.

Infospeed 768K/128K	\$32.50	
Infospeed 1.5M/128K	\$36.50	(I,y)
Infospeed 1.5M/384K	\$41.50	
Infospeed 7.1M/768K	\$102.95	
Infospeed 384K/384K	\$39.00	
Infospeed 768K/768K	\$68.00	

Schedule II - Applicable to Customers that subscribe to the One-Year Term Plan on or after September 1, 2001.

Infospeed 768K/128K	\$37.50	
Infospeed 1.5M/128K	\$37.50	(I,y)
Infospeed 1.5M/384K	\$37.50	
Infospeed 7.1M/768K	\$102.95	
Infospeed 384K/384K	\$44.00	
Infospeed 768K/768K	\$68.00	
Infospeed 3M/768K	\$37.50	

\* Wholesale rates are also available to eligible Telecommunications Carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996.

y - Schedule to become effective on January 6, 2006 under authority of Special permission No. 06-001.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.6 Rates and Charges, (cont'd.)

(C) Five-Year Volume and Term Discount Plan

Note: CL = Commitment Level, CY = Contract Year, and Mo. Rate = Monthly Rate

						Infospeed 768K/128K	Infospeed 1.5M/128K	Infospeed 1.5M/384K
<u>CL</u>	<u>CY1</u>	<u>CY2</u>	<u>CY3</u>	<u>CY4</u>	<u>CY5</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>
A	125(C)	375	625	1,250	2,500	\$34.50	\$38.50	\$43.50
B	2,500	7,500	22,500	37,500	50,000	\$33.95	\$37.95	\$42.95
C	5,000	15,000	45,000	75,000	100,000	\$32.95	\$36.95	\$41.95
D	25,000	75,000	225,000	375,000	500,000	\$31.95	\$35.95	\$40.95
E	50,000	150,000	450,000	750,000	1,000,000	\$29.95	\$33.95	\$38.95

						Infospeed 7.1M/768K	Infospeed 384K/384K	Infospeed 768K/768K
<u>CL</u>	<u>CY1</u>	<u>CY2</u>	<u>CY3</u>	<u>CY4</u>	<u>CY5</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>
A	125	375	625	1,250	2,500	\$98.95	\$42.00	\$56.00
B	2,500	7,500	22,500	37,500	50,000	\$92.95	\$40.00	\$55.40
C	5,000	15,000	45,000	75,000	100,000	\$87.95	\$39.00	\$54.50
D	25,000	75,000	225,000	375,000	500,000	\$84.95	\$38.00	\$52.25
E	50,000	150,000	450,000	750,000	1,000,000	\$81.95	\$36.50	\$50.00

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COMMUNICATIONS SERVICES TARIFF

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.9 Infospeed DSL Solutions, (cont'd.)

5.9.6 Rates and Charges, (cont'd.)

(D) Nonrecurring Charges\*\*

(1)	Service Activation	\$60.00
(2)	ISP/Content Provider Change	\$60.00
(3)	Speed Change - Downward	\$0.00
(4)	Speed Change - Upward	\$0.00
(5)	Software Change*	\$6.00

\* For existing Customers, the software change fee shall not be assessed for one year for any DS3s of Customers subscribing to the Five-Year Volume and Term Discount Plan offering 5E which are in service as of the effective date of this Tariff.

\*\* Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996 only if the corresponding monthly rate in the Month-to-Month Plan or One-Year Term Plan offering is subject to a Section §251(c)(4) discount.

(E) Termination Liability Charges

<u>Commitment Level</u>	<u>Termination Fee</u>
A	\$6,000.00
B	\$150,000.00
C	\$250,000.00
D	\$1,250,000.00
E	\$2,500,000.00

(F) Optional Features

	<u>Monthly Rate#</u>
Direct PVC Premium Service - Per Arrangement	\$15.00

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# Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996.

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COMMUNICATIONS SERVICES TARIFF

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines

This service is offered over resold voice lines that terminate on end user premises within the State of Hawaii.

DSL Over Resold Lines (DRL) is available only to carriers that have an existing resold voice line and seek to engage in the resale of voice and data on a combined basis pursuant to 47 U.S.C. §251(c)(4). Consequently, for purposes of this service, the term "Customer" is defined as a telecommunications carrier that resells voice services pursuant to 47 U.S.C. § 251(c)(4).

5.10.1 Service Description

- (A) DSL Over Resold Lines (DRL) is a data access service. It uses DSL technology to transport data over available compatible facilities that are concurrently used to provide resold voice services to the same end user premises. Data traffic generated by a customer-provided modem is transported to the DRL Connection Point. From there, the traffic is transported to the end user's Information Service Provider (ISP) or content provider via other Company services.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.1 Service Description, (cont'd.)

(B) The following types of DRL are available based on the upstream and downstream speed combinations chosen by the Customer.

- (1) DRL 768K/128K provides maximum speeds of 768 Kilobits per second (Kbps) downstream and 128 Kbps upstream.
- (2) DRL 1.5M/128K provides maximum speeds of 1.5 Megabits per second (Mbps) downstream and 128 Kbps upstream.
- (3) DRL 1.5M/384K provides maximum speeds of 1.5 Mbps downstream and 384 Kbps upstream.
- (4) DRL 7.1M/768K provides maximum speeds of 7.1 Mbps downstream and 768 Kbps upstream.
- (5) DRL 384K/384K provides maximum speeds of 384 Kbps downstream and 384 Kbps upstream.
- (6) DRL 768K/768K provides maximum speeds of 768 Kbps downstream and 768 Kbps upstream.
- (7) DRL 3M/768K provides maximum speeds of 3 Mbps downstream and 768 Kbps upstream.

The data speeds listed above are maximum speeds. Actual speeds may be lower due to the impact of loop distance, modem technology and other factors. Therefore, performance levels cannot be guaranteed. This includes data speeds, throughput, and packet loss.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.1 Service Description, (cont'd.)

(C) Optional Features

(1) Direct PVC Premium Service

Direct PVC Premium Service allows the Customer to provide its end-user with a static Internet Protocol (IP) address on a Infospeed DSL Solutions arrangement by using a Direct Permanent Virtual Circuit (PVC) architecture.

Direct PVC Premium Service will be provided subject to the availability and limitations of Company facilities.

The existing network architecture supports the capability to assign static IP addresses. Direct PVC Premium Service is available as a non-chargeable option in Hawaii.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.2 Terms and Conditions

- (A) DRL is available only where suitable facilities are available to end user premises.
- (B) Company will provision and maintain DRL from the DRL Connection Point to the network interface device at the designated end user premises. Company will advise Customer of any additional equipment necessary to support DRL. Customer is responsible for obtaining the necessary additional equipment, including any required splitters or filter and a compatible DSL modem.
- (C) Customer will provide the Company with the necessary information (e.g., name and address/location, telephone number of the resold voice circuit, serving area, etc., related to end user and ISP/Content Provider) to provision DRL.
- (D) DRL will be provisioned over compatible facilities where such facilities are available that are suitable for the service and over which Customer is also providing resold voice service pursuant to 47 U.S.C. §251(c)(4); Customer must provide resold voice service to the same end user premises over such facility at the time of ordering DRL.

DRL will continue to be provided in the event the end user moves its local exchange service to a carrier who does not use the Company's loop facilities.

- (E) Company will obtain qualification information on facilities to determine the suitability of such facilities for DRL. Company will not provide DRL on facilities that are unsuitable for the service, nor will Company provide DRL if it determines that such provision will produce interference to other services.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.2 Terms and Conditions, (cont'd.)

- (F) DRL will be provided subject to the availability and limitations of Company facilities and related equipment.
- (G) Company reserves the right to interrupt temporarily DRL for maintenance, software upgrades, and in emergency situations.
- (H) Customer will obtain from the end user authorization to provide DRL over that end user's voice line, and to allow Company employees or its authorized agents to enter end user's designated premises at any reasonable hour for the purpose of installing, inspecting, or repairing DRL arrangement. Customer will also obtain permission from the end user, upon termination of DRL, to allow Company employees or its authorized agents to enter the premises at a reasonable hour to remove any Company equipment. Customer will present evidence of such authorizations to the Company upon request. Company may terminate DRL in the event such authorizations are not obtained and maintained.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.3 Rate Regulations

- (A) Monthly Rate - A monthly recurring charge applies for each DRL arrangement. Monthly rate schedules that are available include month-to-month, one-year term, and Five-Year Volume and Term Discount Plans (VTDP). However, VTDP rates are not available for the 3M/768K speed.
- (B) Service Activation - A nonrecurring charge applies for the initial service activation associated with each DRL arrangement ordered.
- (C) ISP/Content Provider Charge - A nonrecurring charge also applies for activities associated with a change in ISP/Content Provider for each DRL arrangement changed.
- (D) Speed Change Downward - A nonrecurring charge applies for activities associated with a downward change in speed from one service type to another with each DRL arrangement changed.
- (E) Speed Change-Upward - There is not a charge applied for activities associated with an upward change in speed from one service type to another service type.
- (F) Software Change - A nonrecurring charge applies for a software change associated with the remapping of circuit information or other software changes associated with a DRL arrangement. This charge is applied on a per software change basis.
- (G) Direct PVC Premium Service Charge

As described in Section 5.10.1(C)(1)(b) previously, a monthly recurring charge applies for each Direct PVC Premium Service. The charge applies to all available DSL Over Resold Lines speeds and is in addition to the rates and charges for the associated DSL Over Resold Lines arrangement.

If a Customer elects to disconnect Direct PVC Premium Service and maintain the underlying DSL Over Resold Lines service arrangement, a new Service Activation Charge, as specified in Section 5.10.6(D) following, will apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.4 One-Year Term Plan

(A) Description

DRL One-Year Term Plan provides Customers discounted rates based on commitments of a specific term. The One-Year Term Plan encompasses all of Customer's DRL arrangements.

Customer who purchases DRL under the One-Year Term Plan assumes the following obligations:

- (1) Customer will submit orders to Company electronically in a format and manner designated by Company;
- (2) Customer will provision all Customer premises equipment to its end users;
- (3) Customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- (4) Customer will not direct its end users to contact Company regarding any aspect of the service.

At expiration of the One-Year Term Plan, Customer may choose to convert to the month-to-month rates, or continue with rates, charges, terms and conditions in effect at the end of the expiring Term Plan on a year-to-year basis. A conversion to month-to-month rates, or discontinuance, will require that Customer submit a service change order.

One-Year Term Plans are subject to payments for early termination.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.4 One-Year Term Plan, (cont'd.)

(B) Termination without Liability

Customer may terminate a term plan without termination liability should the monthly rates increase during the term of the existing term plan. Subsequent to a rate increase, Customer must either elect to terminate the term plan without liability or continue the term plan at the new rate.

End users subscribing to Infospeed DSL Solutions arrangement(s) under a one-year term who change to an ISP/Content Provider subscribing to Infospeed DSL Solutions under a Five-Year Volume and Term Discount Plan are automatically included in the ISP/Content Provider's Five-Year VTDP. No termination liability applies to the terminated one-year term plan of the end user.

(C) Termination Liability

If Customer elects to discontinue its term plan prior to the end of the commitment period, termination liability charges will apply. Liability will be the difference between what would have been charged had Customer had the month-to-month rate for each DRL arrangement in-service at the end of each month Customer subscribed to the term plan less all payments made and owed.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.5 Five-Year Volume and Term Discount Plan (VTDP)

(A) Description

DRL VTDP provides Customers discounted rates based on commitments of a specific term with minimum volumes. The VTDP encompasses all of Customer's DRL arrangements.

Customer who purchases DRL under the VTDP assumes the following obligations:

- (1) Customer will submit orders to Company electronically in a format and manner designated by Company;
- (2) Customer will provision all Customer premises equipment to its end users;
- (3) Customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- (4) Customer will not direct its end users to contact Company regarding any aspect of the service.

The Five-Year VTDP has five optional volume Commitment Levels, A through E. Each Commitment Level has minimum service arrangement volumes assigned for each year of the VTDP. The Commitment Level includes all of Customer's in-service DRL arrangements provided under this Tariff. VTDP rates are applied by service type. Commitment Levels are selected by Customer and must be designated in Customer's order for VTDP. The Commitment Levels are shown in this Section.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.5 Five-Year Volume and Term Discount Plan (VTDP), (cont'd.)

(A) Description, (cont'd.)

Contract Year One will begin on the service anniversary date as defined below. The service anniversary date is the date of the order for VTDP designating the Commitment Level and Term, except for the Five-Year Commitment Levels D and E. For Customers selecting the Five-Year Commitment Levels D or E, the service anniversary date is the date six months after the subscription order is submitted, allowing a "Ramp-Up Period". Each Contract Year runs 12 months from its service anniversary date ("Contract Year").

At expiration of a VTDP, Customer may choose a new VTDP, convert to the month-to-month rates, or continue with rates, charges, terms and conditions and Commitment Level in effect at the end of the expiring VTDP on a year-to-year basis. A conversion to a new VTDP or to month-to-month rates, or discontinuance, will require that Customer submit a service change order.

VTDP is subject to payments for missed annual commitments ("Shortfall Liability") and for early termination.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.5 Five-Year Volume and Term Discount Plan (VTDP), (cont'd.)

(B) Annual Review

The Commitment Level is reviewed at the end of each Contract Year ("Company-provided annual review") on the service anniversary date. A count is taken of all DRL arrangements in-service as of the last day of the Contract Year. Customers who do not meet the minimum quantity of in-service arrangements for their Commitment Level on such date will be so notified.

If, at the annual review, the total quantity of DRL arrangements that Customer has in-service on the last day of the Contract Year does not meet the minimum arrangement volume applicable to Customer's subscribed Commitment Level, a shortfall liability will be assessed. In addition, Customers with Five-Year Commitment Levels B through E with less than the minimum arrangement volumes will be reassigned to a reduced Commitment Level for the next year based on their current arrangement volume (e.g., a Five-Year VTDP Customer in Commitment Level C with 40,000 arrangements in-service at the end of year three would be placed in Commitment Level B for year four). As an alternative to reassignment, Customer may stay in its existing Commitment Level for the subsequent year by paying the alternative shortfall liability specified below.

Solely at the end of Contract Year One, Customers with Five-Year Commitment Levels D through E, regardless of whether such Customers have met the minimum arrangement volumes for their chosen Commitment Levels, will be automatically continued in their chosen Commitment Levels for Contract Year Two, subject to the shortfall liability described below, but will be reassigned in the remaining years, if necessary, based on their arrangement volumes.

At the end of any Contract Year, Customer may elect to move to a higher Commitment Level for the next Contract Year and for the remainder of the VTDP, if it has met the minimum arrangement volume for its existing Commitment Level. However, should Customer fail to meet the minimum arrangement volume for the higher Commitment Level by the end of the Contract Year following such election, an additional charge will be assessed equal to 10% of the Shortfall Liability for the Contract Year, as specified below.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.5 Five-Year Volume and Term Discount Plan (VTDP), (cont'd.)

(C) Shortfall Liability

Shortfall liability applies to any VTDP Customer with Commitment Levels A through E that fails to meet the minimum arrangement volumes for its designated commitment level.

Shortfall liability is based on the difference between the monthly rate for the designated commitment level and the monthly rate for the commitment level that should have been charged based upon the actual quantity of in-service DRL arrangements at the end of the contract year. The shortfall liability is equal to the difference in the monthly rate multiplied by the sum of all arrangements in-service at the end of each month during such Contract Year. For example, at the end of Contract Year Two, a Five-Year VTDP Customer with Commitment Level C and only 10,000 arrangements in-service will be assessed the difference in the monthly rate between Commitment Level B and Commitment Level C for each arrangement in-service at the end of each month during the contract year.

Customer may stay in its commitment level by paying an alternative shortfall liability equal to the minimum arrangement volume applicable to its Commitment Level less the actual number of DRL in-service at the end of the contract year multiplied by the current monthly rate for the selected commitment level, multiplied by six.

Customers who subscribe to Commitment Level E of the Five-Year VTDP shall not be assessed shortfall liability in a contract year if Customer has 95% of the minimum number of DRL arrangements at the end of such contract year.

An additional payment of 10% of the shortfall liability is assessed those Customers who fail to meet the minimum arrangement volume after moving to a higher commitment level the previous year.

Customers who fall below the minimum arrangement volume for Commitment Level A in any contract year will be terminated from the VTDP and will be subject to termination liability. All of Customer's DRL arrangements will revert to basic month-to-month rates.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.5 Five-Year Volume and Term Discount Plan (VTDP), (cont'd.)

(D) Termination without Liability

Customer may terminate a VTDP without termination liability or shortfall liability should the monthly rates increase during the term of the existing VTDP. Subsequent to a rate increase, Customer must either elect to terminate the VTDP without liability, negotiate a new VTDP, or continue the VTDP at the new rate. Customer's continuation in the VTDP 30 days or more following a rate increase shall constitute Customer's election to continue the VTDP at the new rate.

(E) Termination Liability

If Customer elects to discontinue its VTDP prior to the end of the commitment period, termination liability charges will apply. Liability will be the lesser of the charges determined by the following calculations:

- (1) The difference between what would have been charged had Customer had the month-to-month rate for each DRL arrangement in-service at the end of each month Customer subscribed to the VTDP less all payments made and owed, including any shortfall liability payments made and owed.
- (2) A charge for the remainder of the commitment period calculated by multiplying the termination fee by the number of months remaining in the Customer's Commitment Period. The termination fee for each Commitment Level is shown in Section 5.10.6(E) following.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.6 Rates and Charges

(A) Month-to-Month\*

Monthly Rate

DRL 768K/128K	\$39.95	
DRL 1.5M/128K	\$39.95	(I,y)
DRL 1.5M/384K	\$39.95	
DRL 7.1M/768K	\$109.95	
DRL 384K/384K	\$46.00	
DRL 768K/768K	\$80.00	
DRL 3M/768K	\$39.95	

(B) One-Year Term Plan\*

DRL 768K/128K	\$37.50	
DRL 1.5M/128K	\$37.50	(I,y)
DRL 1.5M/384K	\$37.50	
DRL 7.1M/768K	\$102.95	
DRL 384K/384K	\$44.00	
DRL 768K/768K	\$68.00	
DRL 3M/768K	\$37.50	

\* Rates are subject to any appropriate wholesale discount established in the relevant state pursuant to 47 U.S.C. §251(c)(4). The applicable wholesale discount rates are shown in Section 5.10.6 F.

y - Schedule to become effective on January 6, 2006 under authority of Special permission No. 06-001.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.6 Rates and Charges, (cont'd.)

(C) Five-Year Volume and Term Discount Plan

Note: CL = Commitment Level, CY = Contract Year, and Mo. Rate = Monthly Rate

						DRL 768K/128K	DRL 1.5M/128K	DRL 1.5M/384K
<u>CL</u>	<u>CY1</u>	<u>CY2</u>	<u>CY3</u>	<u>CY4</u>	<u>CY5</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>
A	125	375	625	1,250	2,500	\$34.50	\$38.50	\$43.50
B	2,500	7,500	22,500	37,500	50,000	33.95	37.95	42.95
C	5,000	15,000	45,000	75,000	100,000	32.95	36.95	41.95
D	25,000	75,000	225,000	375,000	500,000	31.95	35.95	40.95
E	50,000	150,000	450,000	750,000	1,000,000	29.95	33.95	38.95

						DRL 7.1M/768K	DRL 384K/384K	DRL 768K/768K
<u>CL</u>	<u>CY1</u>	<u>CY2</u>	<u>CY3</u>	<u>CY4</u>	<u>CY5</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>	<u>Mo. Rate</u>
A	125	375	625	1,250	2,500	\$98.95	\$42.00	\$56.00
B	2,500	7,500	22,500	37,500	50,000	92.95	40.00	55.40
C	5,000	15,000	45,000	75,000	100,000	87.95	39.00	54.50
D	25,000	75,000	225,000	375,000	500,000	84.95	38.00	52.25
E	50,000	150,000	450,000	750,000	1,000,000	81.95	36.50	50.00

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COMMUNICATIONS SERVICES TARIFF

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.6 Rates and Charges, (cont'd.)

(D) Non-Recurring Charges\*

(1)	Service Activation	\$60.00
(2)	ISP/Content Provider Change	60.00
(3)	Speed Change - Downward	0.00
(4)	Speed Change - Upward	0.00
(5)	Software Change #	6.00

(E) Termination Liability Charges

<u>Commitment Level</u>	<u>Termination Fee</u>
A	\$6,000.00
B	150,000.00
C	250,000.00
D	1,250,000.00
E	2,500,000.00

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\* Rates are subject to any appropriate wholesale discount established in the relevant state pursuant to 47 U.S.C. §251(c)(4) only if the corresponding monthly rate in the Month-to-Month Plan or One-Year Term Plan offering is subject to a Section 251(c)(4) discount. The applicable wholesale discount rates are as shown in Section 5.10.6 F.

# For existing Customers, the software change fee shall not be assessed for one year for any DS3s of Customers subscribing to the Five-Year Volume and Term Discount Plan offering 5E which are in service as of the effective date of this Tariff.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.6 Rates and Charges, (cont'd.)

(F)	Wholesale Discount Rates #	15.00%
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# Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.10 DSL Over Resold Lines, (cont'd.)

5.10.6 Rates and Charges, (cont'd.)

(G) Optional Features

Monthly Rate#

Direct PVC Premium Service - Per Arrangement	\$15.00
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# Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996.

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COMMUNICATIONS SERVICES TARIFF

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.11 Infospeed DSL Solutions Five-Year Term and Volume Discount Plan

5.11.1 Description

Infospeed DSL Solutions Five-Year Term and Volume Discount Plan (5N-TVDP) provides Customers discounted rates for Infospeed DSL Solutions (described in Section 5.9.1 preceding) based on commitments of a specific term with minimum volumes. Infospeed DSL Solutions is subject to the terms and conditions set forth in Section 5.9.2 preceding. Premium DSL Service is subject to the terms and conditions set forth in Section 5.12.2 following.

A Customer who purchases Infospeed DSL Solutions under the 5N-TVDP assumes the following obligations:

- (1) Customer will submit orders to Company electronically in a format and manner designated by Company;
- (2) Customer will provision all Customer premises equipment to its end users;
- (3) Customer will deal directly with its end users and will be solely liable with respect to all matters relating to the service, including marketing, ordering, installation, maintenance, repair, billing and collections; and
- (4) Customer will not direct its end users to contact Company regarding any aspect of the service.
- (5) Customer agrees to be billed via Company's standard billing system for Infospeed DSL.

The 5N-TVDP has three optional volume Commitment Levels, A, B and C. Each Commitment Level has minimum service arrangement volumes assigned for each year of the plan. The Commitment Level includes all of Customer's billed Infospeed DSL Solutions and Premium DSL (as described in Section 5.12 following) arrangements except any services not converted from a 5-Year VTDP offered under this tariff. 5N-TVDP rates are applied by service type. Commitment Levels are selected by Customer and must be designated in Customer's order for 5N-TVDP. The Commitment Levels are specified in Section 5.11.7 following.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.11 Infospeed DSL Solutions Five-Year Term and Volume Discount Plan, (cont'd.)

5.11.1 Description, (cont'd.)

Customer with an existing 1-Year Term Plan may migrate all existing service arrangements to a 5N-TVDP without termination liability.

Customers with an existing 5-Year Volume and Term Discount Plan have the following options:

- Option 1: Customer may convert all existing service arrangements to a 5N-TVDP. The service anniversary date of the 5-Year VTDP being converted will continue to apply. Customer will remain liable for any accrued Shortfall Liability under a 5-Year VTDP. The number of Infospeed DSL Solutions arrangements billed under the 5-Year VTDP being converted will apply to satisfy the minimum arrangement volumes of the 5N-TVDP.
- Option 2: Customer may subscribe to a 5N-TVDP plan in addition to its existing 5-Year VTDP. The service anniversary date of the existing 5-Year VTDP will remain in effect, and a new service anniversary date will be established for the 5N-TVDP. Infospeed DSL Solutions arrangements billed under the 5-Year VTDP will not apply to satisfy the minimum arrangement volumes of the 5N-TVDP. Similarly, the number of Infospeed DSL Solutions arrangements billed under the 5N-TVDP will not apply to satisfy the minimum arrangement volumes of the 5-Year VTDP.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.11 Infospeed DSL Solutions Five-Year Term and Volume Discount Plan, (cont'd.)

5.11.1 Description, (cont'd.)

At the expiration of a 5N-TVDP, Customer may commit to a new 5N-TVDP, convert to month-to-month or One-Year Term Plan rates as specified in Section 5.9.6 preceding, or continue with rates, charges, terms and conditions in effect at the end of the expiring 5N-TVDP on a year-to-year basis. A commitment to a new 5N-TVDP, conversion to month-to-month or One-Year Term Plan rates, or a request to discontinue service will require that Customer submit a service change order.

The 5N-TVDP is subject to payments for missed annual commitments ("Shortfall Liability") and for early termination ("Termination Liability").

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.11 Infospeed DSL Solutions Five-Year Term and Volume Discount Plan, (cont'd.)

5.11.2 Annual Review

The Commitment Level is reviewed at the end of each Subscription Year on the service anniversary date. A count is taken of all billed Infospeed DSL Solutions arrangements as of the last day of the Subscription Year. Customers who do not meet the minimum quantity of billed arrangements for their Commitment Level on such date will be so notified.

Subscription Year One will begin on the service anniversary date, which is the Subscription Date indicated on the Application For Service agreement signed by the Company and the Customer. Each Subscription Year runs 12 months from its service anniversary date.

If, at the annual review, the total quantity of billed Infospeed DSL Solutions arrangements that Customer has on the last day of the Subscription Year does not meet the respective minimum Annual Commitment Level, a Shortfall Liability will be assessed. In addition, Customers with Commitment Levels B and C with less than the minimum arrangement volumes will be reassigned to a reduced Commitment Level for the next year based on their current arrangement volume (e.g., a 5N-TVDP Customer in Commitment Level C with 125,000 arrangements billed at the end of year three would be placed in Commitment Level B for year four).

At the end of any Subscription Year, Customer may elect to move to a higher Commitment Level for the next Subscription Year and for the remainder of the 5N-TVDP, if it has met the minimum arrangement volume for its existing Commitment Level. However, should Customer fail to meet the minimum arrangement volume for the higher Commitment Level by the end of the Subscription Year following such election, an additional charge will be assessed equal to 10% of the Shortfall Liability for the Subscription Year, as specified following.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.11 Infospeed DSL Solutions Five-Year Term and Volume Discount Plan, (cont'd.)

5.11.3 Shortfall Liability

Shortfall liability applies to any 5N-TVDP Customer that fails to meet the minimum arrangement volumes for its designated commitment level.

Shortfall liability is based on the difference between the monthly rate for the designated commitment level and the monthly rate for the commitment level that should have been charged based upon the actual quantity of billed Infospeed DSL Solutions arrangements at the end of the Subscription Year. The shortfall liability is equal to the difference in the monthly rate multiplied by the sum of all arrangements billed at the end of each month during such Subscription Year. For example, at the end of Subscription Year Two, a 5N-TVDP Customer with Commitment Level C and only 10,000 arrangements in-service will be assessed the difference in the monthly rate between Commitment Level B and Commitment Level C for each arrangement billed at the end of each month during the Subscription Year.

Customer may stay in its commitment level by paying an alternative shortfall liability equal to the minimum arrangement volume applicable to its Commitment Level less the actual number of Infospeed DSL arrangements billed at the end of the Subscription Year multiplied by the current monthly rate for the selected commitment level, multiplied by six.

An additional payment of 10% of the shortfall liability is assessed those Customers who fail to meet the minimum arrangement volume after moving to a higher commitment level the previous year.

Customers who fall below the minimum arrangement volume for Commitment Level A in any Subscription Year will be terminated from the 5N-TVDP and will be subject to termination liability (refer to Section 5.11.5). All of Customer's Infospeed DSL Solutions arrangements will revert to the basic month-to-month rates specified in Section 5.9.6 preceding.

If a Customer falls below the minimum volume for Commitment Level A and is terminated from the 5N-TVDP twice, in consecutive Subscription Years, the Customer may not subscribe to any term plan for 12 months after being moved to month-to-month rates.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.11 Infospeed DSL Solutions Five-Year Term and Volume Discount Plan, (cont'd.)

5.11.4 Termination Without Liability

Customer may terminate a 5N-TVDP without termination liability or shortfall liability should the monthly rates increase during the term of the existing 5N-TVDP, exclusive of any increase due to local, state or federal fees, taxes or surcharges. Subsequent to a rate increase, Customer must either elect to terminate the plan without liability or continue the 5N-TVDP at the new rate. Customer's continuation in the 5N-TVDP 30 days or more following a rate increase shall constitute Customer's election to continue the plan at the new rate.

5.11.5 Termination Liability

If Customer elects to discontinue its 5N-TVDP prior to the end of the commitment period, termination liability charges will apply. Liability will be the difference between what would have been charged had Customer had the month-to-month rate set forth in Section 5.9.6 preceding for each Infospeed DSL Solutions arrangement billed at the end of each month Customer subscribed to the 5N-TVDP less all payments made and owed, including any shortfall liability payments made and owed.

5.3.6 Rate Regulations

- (A) Monthly Rate - A monthly recurring charge (MRC) applies for each Infospeed DSL Solutions arrangement.
- (B) Service Activation - A single Nonrecurring Charge (NRC) applies for the initial service activation associated with each Infospeed DSL Solutions arrangement ordered.
- (C) ISP/Content Provider Change - A single NRC applies for activities associated with a change in ISP/Content Provider per each Infospeed DSL Solutions arrangement changed.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.11 Infospeed DSL Solutions Five-Year Term and Volume Discount Plan, (cont'd.)

5.11.6 Rate Regulations, (cont'd.)

- (D) Speed Change-Downward - A single NRC applies for activities associated with a downward change in speed from one service type to another with each Infospeed DSL Solutions arrangement changed.
- (E) Speed Change-Upward - A single NRC applies for activities associated with an upward change in speed from one service type to another with each Infospeed DSL Solutions arrangement changed.
- (F) Software Change - A single NRC applies for a software change associated with the remapping of circuit information or other software changes associated with a Infospeed DSL Solutions arrangement. This charge also applies when the Customer's Infospeed DSL Solutions Service is validly assigned, or is suspended and transitioned to a new provider due to nonpayment. The Software Change charge applies to the new provider on a per software change basis.
- (G) Customer ordering Commitment Level C of the 5N-TVDP who cancels Infospeed DSL Solutions to designated premises within 30 days of installation will not be charged the foregoing recurring monthly rate or nonrecurring charge.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.11 Infospeed DSL Solutions Five-Year Term and Volume Discount Plan, (cont'd.)

5.11.7 Rates and Charges

(A) Monthly Rates

<u>CL</u>	<u>SY1</u>	<u>SY2</u>	<u>SY3</u>	<u>SY4</u>	<u>SY5</u>	Infospeed 768K/128K <u>Mo. Rate</u>	Infospeed 1.5M/128K <u>Mo. Rate</u>	Infospeed 1.5M/384K <u>Mo. Rate</u>
A	50	100	150	200	250	\$28.95	\$28.95	\$28.95
B	400	800	1,200	1,600	2,000	27.95	27.95	27.95
C	50,000	100,000	150,000	200,000	250,000	26.95	26.95	26.95

<u>CL</u>	<u>SY1</u>	<u>SY2</u>	<u>SY3</u>	<u>SY4</u>	<u>SY5</u>	Infospeed 7.1M/768K <u>Mo. Rate</u>	Infospeed 384K/384K <u>Mo. Rate</u>	Infospeed 768K/768K <u>Mo. Rate</u>
A	50	100	150	200	250	\$92.95	\$40.00	\$56.00
B	400	800	1,200	1,600	2,000	87.95	38.00	54.00
C	50,000	100,000	150,000	200,000	250,000	81.95	34.00	50.00

<u>CL</u>	<u>SY1</u>	<u>SY2</u>	<u>SY3</u>	<u>SY4</u>	<u>SY5</u>	Infospeed 768/128K <u>Mo. Rate</u>
A	50	100	150	200	250	\$28.95
B	400	800	1,200	1,600	2,000	27.95
C	50,000	100,000	150,000	200,000	250,000	26.95

Note: CL = Annual Commitment Level (billed lines in service)  
 SY = Subscription Year  
 Mo. Rate = Monthly Rate

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.11 Infospeed DSL Solutions Five-Year Term and Volume Discount Plan, (cont'd.)

5.11.7 Rates and Charges, (cont'd.)

(B) Nonrecurring Charges

(1)	Service Activation	\$60.00
(2)	ISP/Content Provider Change	\$60.00
(3)	Speed Change – Downward	\$0.00
(4)	Speed Change – Upward	\$0.00
(5)	Software Change	\$6.00

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.12 Infospeed Premium Digital Subscriber Line Service (Premium DSL)

5.12.1 Description

Premium DSL is a high-speed symmetrical (upstream and downstream data rates are equal) data-only access service. Premium DSL also features static IP Addressing, Variable Bit Rate Non-Real Time Quality of Service and support for multiple users. The service uses DSL technology to transport data over compatible facilities to an end user premises. Data traffic generated by a customer-provided modem is transported to the Premium DSL Connection Point. From there, the traffic is transported to the end user's Information Service Provider (ISP) or content provider via other Telephone Company services.

- (A) Static IP Addressing — The Internet Protocol (IP) address assigned to a computer never changes. The static IP address becomes the permanent address of the computer on the internet, making it possible for other Internet users to locate and connect to the computer.
- (B) Variable Bit Rate Non-Real Time Quality of Service — Provides Customers with traffic prioritization throughout the ATM network. For example, during times of congestion on the network, the data of Premium DSL Customers will have a significantly higher bandwidth prioritization (i.e., low cell loss) over the data of other non-Premium DSL Customers.

Five service level tiers of Premium DSL are available:

- (1) 192/192 Kbps
- (2) 384/384 Kbps
- (3) 768/768 Kbps
- (4) 1.1/1.1 Mbps
- (5) 1.5/1.5 Mbps

The data speeds listed above are maximum speeds. Actual speeds may be lower due to the impact of loop distance, modem technology and other factors.



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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.12 Infospeed Premium Digital Subscriber Line Service (Premium DSL), (cont'd.)

5.12.2 Terms and Conditions

The minimum service period for Premium DSL is one year. In the event Premium DSL is disconnected in less than one year, a minimum service period charge, as described in 5.12.4 following, will be assessed.

Premium DSL is provided subject to the availability and limitations of Telephone Company facilities and related equipment.

The Company will provision and maintain Premium DSL from the Premium DSL Connection Point to the network interface device (NID) at the designated end user premises. The Company will advise the Customer of any additional equipment necessary to support Premium DSL. The Customer is responsible for obtaining the necessary additional equipment, such as a compatible DSL modem.

Access from Premium DSL Connection Point may be provided via Telephone Company data network interface services such as Frame Relay Service, Asynchronous Transfer Mode (ATM) Service and dedicated Special Access services. The regulations, rates and charges for the specific type of service apply as specified in other Telephone Company tariff(s) from which the service is ordered and are in addition to rates and charges for Premium DSL.

The Customer will provide the Company with the necessary information (e.g., name and address/location, telephone number, serving area, etc., related to end user and ISP/Content Provider) to provision Premium DSL.

The Company will obtain qualification information on facilities to determine suitability of such facilities for Premium DSL. The Company will not provide Premium DSL on facilities that are unsuitable for the service, nor will the Company provide Premium DSL if it determines that such provision will produce interference to other services.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.12 Infospeed Premium Digital Subscriber Line Service (Premium DSL), (cont'd.)

5.12.2 Terms and Conditions, (cont'd.)

The Company reserves the right to temporarily interrupt Premium DSL for maintenance, software upgrade and in emergency situations. The Customer will obtain authorization from the end user to allow the Company employees or its authorized agents to enter end user's designated premises at any reasonable hour for the purpose of installing, inspecting or repairing the Premium DSL arrangement. The Customer will also obtain permission from the end user, upon termination of Premium DSL, to allow Company employees or its authorized agents to enter the premises at a reasonable hour to remove any Company equipment. The Customer will present evidence of such authorizations to the Company upon request. The Company may terminate an end user's Premium DSL in the event such authorizations are not obtained and maintained.

Scheduled maintenance activities that adversely affect service will be conducted during pre-determined maintenance windows at time intervals that have the least likelihood of interruption to service during peak usage periods.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.12 Infospeed Premium Digital Subscriber Line Service (Premium DSL), (cont'd.)

5.12.3 Rate Regulations

- (A) Monthly Rate — A monthly recurring charge applies for each Premium DSL arrangement.
- (B) DSL Installation Charge — A nonrecurring DSL Installation Charge applies for the installation/acquisition of loop facilities from the Premium DSL Connection Point to the end user's premises.
- (C) Service Activation — A nonrecurring charge applies for the initial service activation associated with each Premium DSL arrangement.
- (D) ISP/Content Provider Charge — A nonrecurring charge applies for activities associated with a change in ISP/Content Provider for each Premium DSL arrangement changed.
- (E) Speed Change/Downward — A nonrecurring charge applies for activities associated with a downward change in speed from one service type to another with each Premium DSL arrangement changed.
- (F) Speed Change/Upward — No nonrecurring charge applies for activities associated with an upward change in speed from one service type to another with each Premium DSL arrangement changed.
- (G) Software Change — A nonrecurring charge applies for a software change associated with the remapping of circuit information or other software changes associated with a Premium DSL arrangement. This charge is applied on a per software change basis. This charge also applies when the Customer's Premium DSL service is validly assigned, or when the Customer's Premium DSL service is suspended and transitioned to a new provider due to nonpayment. In this case, the software change charge applies to the new provider on a per software change basis.
- (H) Service Aggregation — The number of billed Premium DSL arrangements provided under this tariff may apply to satisfy the minimum arrangement volumes the Customer has committed to under either a VTDP or 5N-TVDP for Infospeed DSL Solutions. Premium DSL rates and charges set forth in 5.12.5 apply.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.12 Infospeed Premium Digital Subscriber Line Service (Premium DSL), (cont'd.)

5.12.4 Minimum Service Period Charge

The Customer may disconnect Premium DSL without a minimum service period charge should the monthly rate increase during the term of the existing one year commitment, exclusive of any increase due to local, state or federal fees, taxes or surcharges. The Telephone Company will notify the Customer in advance of any upcoming rate increase in order to allow sufficient time for the Customer to determine if it wishes to disconnect Premium DSL.

Upon notification by the Telephone Company of an upcoming rate increase, the Customer must either elect to disconnect the service without liability or continue the service at the new rate. The Customer's continuation of Premium DSL 30 days or more following a rate increase shall constitute the Customer's election to continue at the new rate.

If a Customer elects to discontinue Premium DSL prior to the end of the one year minimum service period without the occurrence of a Premium DSL rate increase, a minimum service period charge will apply. The minimum service period charge is equal to the lesser of \$250.00, or the monthly rate for the Customer's service, as set forth herein, times the number of months remaining in the initial one year minimum service period.

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SECTION 5 - DESCRIPTION OF DATA SERVICES AND RATES, (cont'd.)

5.12 Infospeed Premium Digital Subscriber Line Service (Premium DSL), (cont'd.)

5.12.5 Rates and Charges

(A) Monthly Rates

	<u>Monthly Rate*</u>
Premium DSL 192 Kbps	\$85.00
Premium DSL 384 Kbps	\$108.00
Premium DSL 768 Kbps	\$125.00
Premium DSL 1.1 Mbps	\$163.00
Premium DSL 1.5 Mbps	\$222.00

(B) Nonrecurring Charges\*

	<u>Nonrecurring Charges</u>
DSL Installation Charge	\$150.00
Service Activation	\$60.00
ISP/Content Provider Change	\$60.00
Speed Change - Downward	\$35.00
Speed Change - Upward	\$0.00
Software Change	\$6.00

\* Wholesale rates are also available to eligible telecommunications carriers pursuant to §251(c)(4) of the Telecommunications Act of 1996 and are set forth in Section 5.2.6.F of this tariff.

HAWAIIAN TELCOM, INC.  
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SECTION 6 - PROMOTIONS

6.1 Promotions

6.1.1 General

Company may provide special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations. All promotions are subject to availability of service at the requested location and are not valid with any other promotions, unless otherwise specified. The following specific rates, terms and conditions are applicable to each promotional offering.

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SECTION 7 - OPERATING TERRITORIES OF HAWAIIAN TELCOM, INC.

7.1 Operating Territory of Hawaiian Telcom, Inc.

The operating territory of Hawaiian Telcom, Inc is comprised of the following locations, defined by the names of rate centers, for Hawaii.

7.1.1 Operating Territory of Hawaii

Anahola  
Anaehoomalu  
Barbers Point  
Ewa  
Ewa Beach  
Haiku  
Hana  
Hanalei  
Hanapepe  
Hilo  
Honaunau  
Honokaa  
Honolulu  
Honomu  
Kailua  
Kalaheo  
Kalahuiipuaa  
Kalaoa  
Kalaupapa  
Kamuela  
Kapaa  
Kaunakakai  
Kawaihae  
Kawailani  
Keaau  
Kealahkekua  
Keauhou  
Kihei  
Kilauea  
Kohala  
Koloa  
Kula  
Kunia  
Kona

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COMMUNICATIONS SERVICES TARIFF

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SECTION 7 - OPERATING TERRITORIES OF HAWAIIAN TELCOM, INC.

7.1 Operating Territory of Hawaiian Telcom, Inc., (cont'd.)

7.1.1 Operating Territory of Hawaii, (cont'd.)

Lahaina  
Laie  
Lanai  
Laupahoehoe  
Lihue  
Makawao  
Maunaloa  
Mountain View  
Naalehu  
Nanakuli  
Napili  
Paauilo  
Pahala  
Pahoa  
Paia  
Papaikou  
Ualapue  
Volcano  
Wahiawa  
Waiawa  
Waihee  
Waialua  
Waikoloa  
Wailuku  
Waimea  
Waipahu



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COMMUNICATIONS SERVICES TARIFF

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SECTION 8 - SPECIALIZED SERVICE OR ARRANGEMENTS

8.1 Specialized Service or Arrangements

8.1.1 Specialized Service or Arrangements may be provided by the Company, at the request of a Customer, on an individual case basis if such service or arrangements meet the following criteria.

- (A) The requested service or arrangements are not offered under other sections of this tariff.
- (B) The facilities utilized to provide the requested service or arrangements are of a type normally used by Company in furnishing its other services.
- (C) The requested service or arrangements are provided within a LATA.
- (D) The requested service or arrangements are compatible with other Company services, facilities and its engineering and maintenance practices.
- (E) This offering is subject to the availability of the necessary Company personnel and capital resources.

8.1.2 Specialized Service or Arrangements are provided with a Negotiated Interval.

8.1.3 Cancellation charges for Specialized Service or Arrangements will be developed on an individual case basis.

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SECTION 8 - SPECIALIZED SERVICE OR ARRANGEMENTS

8.1 Specialized Service or Arrangements, (cont'd.)

8.1.4 Move Charges

- (A) When service without a maximum termination liability charge associated with it is moved to a different building, the nonrecurring charge applies; when moved to a new location in the same building, a charge of one-half of the nonrecurring charge applies.
- (B) When service with a maximum termination liability charge associated with it is moved and is reinstalled at a new location, Customer may elect:
  - (1) to pay the unexpired portion of the maximum termination liability charge for the service, if any, with the application of a nonrecurring charge and the establishment of a new maximum termination liability charge for such service at the new location; or
  - (2) to continue service subject to the unexpired portion of the maximum termination liability charge, if any, and pay the estimated costs of moving such service, provided that the Customer requests these charges be quoted prior to ordering the service move. Charges for moving such service will be based on estimated costs attributable to the move.
- (C) Move charge include the estimated costs of removal, restoration of services or facilities necessitated by the move, transportation, storage, reinstallation, engineering, labor, supervision, materials, administration, and any other specific items of cost directly attributable to the move.