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

Issue Date: October 3, 2005 Transmittal No. 1 Effective: October 18, 2005

COMMUNICATIONS SERVICES TARIFF

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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Honolulu, Hawaii 96813

Tariff F.C.C. No. 2
5th Revised Page 1
Cancels 4th Revised Page 1

Issue Date: January 31, 2007 Transmittal No. 19 Effective: February 15, 2007

COMMUNICATIONS SERVICES TARIFF

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	Page	Number of revision except as indicated
1	5th*		
1.1	Original *		
1.2	Original *		
3	2nd*		
2-4	1st		
2-11	2nd		

*indicates tariff pages included with this filing

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5-26	1st*	5-204	2nd*
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5-88	1st*	5-207	2nd*
5-89	1st*	5-208	2nd*
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5-96	1st*	5-215	2nd*
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5-100	1st*	5-219	2nd*
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5-102	1st*	5-221	1st*
5-103	1st*	5-222	2nd*
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5-107	1st*	5-226	1st*
5-108	1st*	5-227	2nd*
5-109	2nd*	5-228	1st*
5-110	1st*	5-229	1st*
5-111	1st*	5-230	1st*
5-112	1st*	5-231	1st*
5-113	1st*	5-232	1st*
5-114	1st*	5-233	2nd*
5-115	1st*	5-234	1st*
5-169	1st*	5-235	1st*
5-196	1st*	5-236	1st*
5-202	2nd*	5-237	1st*
5-203	2nd*	5-238	2nd*
		5-239	2nd*

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5-239	2nd*		
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5-250	2nd*		
5-251	2nd*		
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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
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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.

COMMUNICATIONS SERVICES TARIFF

CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

COMMUNICATIONS SERVICES TARIFF

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

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

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 42nd Street, New York, New York 10036, Telephone No. 212 642-4900 or on the internet at 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
ANSI T1.105.02-2001, Synchronous Optical Network (SONET) Payload Mappings	Available: 2001
ANSI T1.105.06-2002, SONET: Physical Layer Specifications	Available: 2002

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:

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

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, (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

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:

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

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").

COMMUNICATIONS SERVICES TARIFF

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.

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.

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.

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 any of the Company's F.C.C. Tariffs shall be included toward Customer's total volume commitments for the service. (T) (T)

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.

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.

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.

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.

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.

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.

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.

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 9.7%. The USF will not be assessed to the extent Company is not assessed a fee on the billed charges. (R)

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.

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.

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.

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

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.

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.

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.

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.

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.

SRC Eligible Service	Applicable Percentage
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.

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.

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.

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	Service Component Used in Calculation
ATM	Permanent Virtual Circuit (PVC)
FRS	PVC
IP-VPN	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

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.

SRC Eligible Service	Applicable Percentage
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.

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.

COMMUNICATIONS SERVICES TARIFF

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.

COMMUNICATIONS SERVICES TARIFF

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 that 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.

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.

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.

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.

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

5.2.6 Rates and Charges

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

	Nonrecurring Charge	Monthly Rate
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.

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 Charge	Monthly Rate
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.

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 Charge	Monthly Rate
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.

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 Charge	Monthly Rate
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.

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.

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.)

	Nonrecurring Charge	Monthly Rate
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.

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 Charge	Month-to-Month Rate	One Year Rate	Three Year Rate	Five Year Rate
45 Mbps	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.

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 Charge	Monthly Rate
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.

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 Charge	Monthly Rate
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.

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, (cont'd.)

(1) Intrazone, based on CIR requested

	Monthly Rate
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

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, (cont'd.)

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

	Monthly Rate
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

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

	Monthly Rate
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

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 and TCP/IP Data Aggregation Services (CyberWAN™) technologies over a single network facility. HiBAC Service is made available to network service (T)

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.

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.

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 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. (T)

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

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.

Service availability limited. Refer to # footnote on Page 5-26

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 an 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.

Service availability limited. Refer to # footnote on Page 5-26

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.

Service availability limited. Refer to # footnote on Page 5-26

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.

Service availability limited. Refer to # footnote on Page 5-26

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.

Service availability limited. Refer to # footnote on Page 5-26

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 EtherPoint[SM] 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. (T)

(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 EtherPoint 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. (T)

(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.

Service availability limited. Refer to # footnote on Page 5-26

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, ie., 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.

Service availability limited. Refer to # footnote on Page 5-26

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.

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.

Service availability limited. Refer to # footnote on Page 5-26

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.

Service availability limited. Refer to # footnote on Page 5-26

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.

Service availability limited. Refer to # footnote on Page 5-26

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.

Service availability limited. Refer to # footnote on Page 5-26

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.

Service availability limited. Refer to # footnote on Page 5-26

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).

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.

Service availability limited. Refer to # footnote on Page 5-26

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, (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.

Service availability limited. Refer to # footnote on Page 5-26

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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$80.00	$27.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$150.00	$80.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$150.00	$123.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$150.00	$165.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$395.00	$255.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$395.00	$1,440.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$650.00	$205.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$1,500.00	$375.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$1,500.00	$595.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$295.00	$115.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$395.00	$195.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$395.00	$275.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$395.00	$385.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$395.00	$575.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$895.00	$3,570.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$1,500.00	$460.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Standard Monthly Rate
$3,000.00	2,275.00

Term and Volume Plan

	Nonrecurring Charge	One Year Rate	Three Year Rate	Five Year Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Monthly Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Monthly Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Monthly Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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 Charge	Monthly Rate
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

Service availability limited. Refer to # footnote on Page 5-26

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.

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.

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).

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

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).

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.

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

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.

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.

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

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.

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.

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

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).

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.

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

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.

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

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.

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

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:

Subscribed Level of Service	% of Port Allotted to Nrt Services	Maximum* Allowed Port Subscription
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.

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.

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

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.

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.

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

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.

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)

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

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.)

(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.

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.

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

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

5.4.7 Rates and Charges

	Nonrecurring Charge	Monthly Rate
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

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

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

5.4.7 Rates and Charges, (cont'd.)

	Nonrecurring Charge	Monthly Rate
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

	Monthly Rate				
	Level 1	Level 2	Level 3	Level 4	Level 5
ATM Level of Service Ports, Each					
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

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

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	Add'l PVC or PVP Activation, each Nonrecurring Charge
$8.00	$6.00

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

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

5.4.7 Rates and Charges, (cont'd.)

	Nonrecurring Charge	Monthly Rate
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

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

5.5 [Reserved for Future Use] (D)

(D)

5.5 [Reserved for Future Use] (D)

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5.5 [Reserved for Future Use] (D)

(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.

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.

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.

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.

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.

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.

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.

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.

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.

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)

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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% X MRC X # of Port Only/Port With Access Line Connections X Remainder of Term = Termination Charge

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

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.

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.

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.

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.

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.

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

5.6.9 Rates and Charges

(A) UNI Port and Access Line Connection, Each

	Non-Recurring Charge	Monthly Rate
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.

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.)

	Non-Recurring Charge	Monthly Rate
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

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

5.6.9 Rates and Charges, (cont'd.)

(B) UNI Port Only Connection, Each

	Non-Recurring Charge	Monthly Rate
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.

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

5.6.9 Rates and Charges, (cont'd.)

(B) UNI Port Only Connection, Each, (cont'd.)

	Non-Recurring Charge	Monthly Rate
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

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 Charge	Monthly Rate
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

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

	Monthly Rate
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

* 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.

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 #
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

Effective September 22, 2004, these rate elements no longer apply to new Customers.

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

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
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

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

	Monthly Rate
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

	Nonrecurring Charge
(3) Back-up UNI, per activation	$200.00
(F) Administrative Charge	$50.00

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.

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.

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.

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.

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 O12c 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.

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.

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.

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.

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.

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.

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)

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

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.

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.

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.

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.

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. (T)
(T)

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.

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% X MRC X # of Lines/Channels/Paths X Remainder of Term = 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.

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.

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.

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

	One-Year Rate	Three-Year Rate	Five-Year Rate
(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

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.)

	One-Year Rate	Three-Year Rate	Five-Year Rate
(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.

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.)

	One-Year Rate	Three-Year Rate	Five-Year Rate
(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.

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

	One-Year Rate	Two-Year Rate	Three-Year Rate	Five-Year Rate
(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

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.)

	One-Year Rate	Two-Year Rate	Three-Year Rate	Five-Year Rate
(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.

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

	One-Year Rate	Three-Year Rate	Five-Year Rate
(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

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)

	One-Year Rate	Three-Year Rate	Five-Year Rate
(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.

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

	One-Year Rate	Three-Year Rate	Five-Year Rate
(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	3,2000.00	2,720.00	2,560.00
(4) - OC12c, each			
Full	11,247.00	9,560.00	8,998.00

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

* 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.

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

	Monthly Rate	Nonrecurring Charge
(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

* 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.

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.

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.

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.

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.

5.8 Transparent LAN Service, (cont'd.)

5.8.3 Technical Specifications

The technical specifications for Ethernet TLS are delineated in IEEE802.3-2002.

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:

	When Provided With	
	UNI Interface	NNI Interface
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

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.

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.

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.

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.

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.

	Monthly Rate	Nonrecurring Charge
(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

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.

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 5.8.5(N)(3) following. (T)

(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.

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.

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% X MRC X # of Lines/Channels/Paths X Remainder of Term = Termination Charge

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

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.

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

	Nonrecurring Charge	Monthly Rate
(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

5.9 [Reserved for Future Use] (D)

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5.9 [Reserved for Future Use] (D)

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5.9 [Reserved for Future Use] (D)

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5.10 [Reserved for Future Use] (D)

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5.10 [Reserved for Future Use] (D)

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5.11 [Reserved for Future Use] (D)

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5.11 [Reserved for Future Use] (D)

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5.11 [Reserved for Future Use] (D)

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5.12 [Reserved for Future Use] (D)

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5.12 [Reserved for Future Use] (D)

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5.12 [Reserved for Future Use] (D)

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5.12 [Reserved for Future Use] (D)

(D)

5.12 [Reserved for Future Use] (D)

(D)

5.12 [Reserved for Future Use] (D)

(D)

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.

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
Kalahuipuaa
Kalaoa
Kalaupapa
Kamuela
Kapaa
Kaunakakai
Kawaihae
Kawailani
Keaau
Kealakekua
Keauhou
Kihei
Kilauea
Kohala
Koloa
Kula
Kunia
Kona

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

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.

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.