

FACILITIES FOR INTERSTATE ACCESS

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5 SPECIAL ACCESS5.1 General

Special Access provides a transmission path to connect CDLs* within a LATA** for Interstate Telecommunications. Special Access provided to a customer may be connected directly to customer facilities, through Telephone Company Hub Wire Centers where bridging or multiplexing functions are performed, and/or may be connected to access facilities of another telephone company or companies in the joint provision of Special Access Service as well as may be connected to Switched Access as set forth in Section 4.

The provision of Switched Access and Special Access in combination is normally for, but not limited to, the use of WATS or WATS-type Access. When Special Access is connected to Switched Access, the terms, conditions and rates for the facilities between the end user's CDL and the WATS Serving Office are as set forth in this section of the tariff; the terms, conditions and rates for the facilities between the WATS Serving Office and the IC's CDL, as well as the switching functionalities (e.g., end user access codes, screening) are as set forth in Section 4 of this tariff.

Special Access can be provided in either analog or digital format. Analog formats are differentiated by spectrum and bandwidth. Digital formats are differentiated by bit rate. The specific types of Special Access (e.g., Voiceband, Digital Data Service) provided are described in 5.2 following.

5.1.1 Rate Elements

There are six basic rate elements which apply to Special Access Service:

Special Transport (described in 5.1.1(A) following)
Special Transport Termination (described in 5.1.1(E) following)
Special Access Line (described in 5.1.1(B) following)
Supplemental Features (described in 5.4 following)
Multiplexing Arrangements (described in 5.5 following)

The following is a list of GTOC's Open Network Architecture (ONA) Special Access Basic Service Elements (BSEs) which provide a cross-reference to the generic ONA product names.

<u>Generic Name</u>	<u>GTOC Name</u>
Access to Clear Channel Transmission	Clear Channel Capability
Bridging	Bridging
Conditioning	Conditioning
Secondary Channel Capability	Digital Data Service - Secondary Channel
Multiplexing - Digital 2000	Multiplexing Arrangements

* Telephone Company Centrex CO-like switches are considered to be CDLs for the purposes of this tariff.

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5 SPECIAL ACCESS (Cont'd)

5.1 General (Cont'd)

5.1.1 Rate Elements (Cont'd)

(A) Special Transport

- (1) The Special Transport rate element provides for the transmission facilities between the serving wire centers associated with two CDLs, between a serving wire center associated with an end user's CDL and a WATS Serving Office, between a serving wire center associated with a CDL and a Telephone Company Hub Wire Center, between two Telephone Company Hub Wire Centers or between a serving wire center associated with a CDL and a serving wire center where connection to an advanced data service# occurs.

The Special Transport element is distance sensitive and varies with type of capability (i.e., analog or digital) and type of facility (e.g., Voiceband, Digital Data Service, etc.). Special Transport may be provided by more than one telephone company. The method of calculating applicable airline miles for rating purposes for Special Access is specified in 2.7 preceding.

Special Transport is provided for DDS and DS1 services on the island of Saipan only.

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5 SPECIAL ACCESS (Cont'd)

5.1 General (Cont'd)

5.1.1 Rate Elements (Cont'd)

(B) Special Access Line (SAL)

- (1) A Special Access Line provides the transmission facilities to a Customer Designated Location (CDL) or the facilities between a CDL and the serving wire center. This rate element varies by type of capability (i.e., analog or digital) and type of facility (e.g., Voiceband, Digital Data Service, etc.).

When a Voiceband Special Access service is ordered to be terminated at a customer's designated Interexchange Carrier's all-digital CDL which requires a minimum digital interface level of 1.544 Mbps, the Telephone Company will provide the required interface and assess the customer a Voiceband SAL, for the facility between the all-digital CDL and its serving wire center. All other appropriate charges apply in addition to the Voiceband SAL.

SAL rates for DS3 offerings vary with the level of capacity, number of services and whether the interface provided is electrical or optical.

Installation of E1/DS1/DS3 SALs is as set forth in 5.6.1(C). The applicable rates are the nonrecurring charge and monthly rate set forth per E1/DS1/DS3 SAL installed.

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5 SPECIAL ACCESS (Cont'd)

5.1 General (Cont'd)

5.1.1 Rate Elements (Cont'd)

(B) Special Access Line (SAL) (Cont'd)

(1) (Cont'd)

The selection of a Terminating Option, as defined in 5.3, is required for terminating the network portion of a Special Access Line at a CDL. Terminating Options provide a clearly delineated interface which facilitates the design, isolation, and testing of the Special Access.

E1 service is provided only with an electrical interface, and is subject to the availability of suitable fiber optic facilities between the CDL and the serving wire center.

One Special Access Line charge applies per CDL at which the facility is terminated. This charge applies even if the facilities to the CDL do not transit a serving wire center; this charge also applies if the CDL and the serving wire center are co-located in a Telephone Company building.

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5 SPECIAL ACCESS (Cont'd)

5.1 General (Cont'd)

5.1.1 Rate Elements (Cont'd)

(B) Special Access Line (SAL) (Cont'd)

(2) All Special Access Lines used with a Switching Interface are:

- provided with dial pulse address signaling or Dual Tone Multifrequency (DTMF) address signaling and either loop start or ground start supervisory signaling. The type of signaling is the option of the customer.
- available as either a two-wire or four-wire Voiceband Special Access Service (i.e., 300-3000 Hz bandwidth). Each transmission path is provided at the option of the customer with transmission specifications as described in Section 7000 of the GTE Technical Interface Reference Manual.

All rules and regulations pertaining to Special Access are applicable to Special Access Lines used with a Switching Interface. Rates and Charges are found in 5.7.1 for two-wire and four-wire Voiceband Special Access Lines.

A customer may also order high capacity facilities from an end user's CDL to a Telephone Company Hub for the purpose of originating or terminating Special Access Lines used with a Switching Interface. High capacity to voice multiplexing will be required at the Hub. The customer will be required to submit an ASR for the high capacity facility and voice multiplexing. The customer will also be required to submit an ASR(s) for the individual Voiceband SALs specifying the channel facility assignment (CFA) for each service. This Hub may or may not be a WATS Serving Office. In those instances when the Hub is not a WATS Serving Office, Voiceband Special Transport is applicable as set forth in 5.1.1(A), for each individual Special Access Line used with a Switching Interface to the Telephone Company designated WATS Serving Office.

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5 SPECIAL ACCESS (Cont'd)

5.1 General (Cont'd)

5.1.1 Rate Elements (Cont'd)

(C) Supplemental Features

Supplemental Features may be added to a Special Access circuit to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific facilities, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of facilities. Although the facilities necessary to perform a specified function may be installed at various locations along the path of the Special Access circuit, including the CDL, it will be provided for as a single rate element.

Examples of Supplemental Features that are available include, but are not limited to, bridging and conditioning. Each Supplemental Feature is described in 5.4, and rates are set forth in 5.7.

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5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.1 Rate Elements (Cont'd)(D) Multiplexing Arrangements

Multiplexing provides for arrangements to convert a single higher capacity or bandwidth circuit for bulk transport to several lower capacity or bandwidth circuits. Multiplexing is only available at a Telephone Company designated Hub Wire Center arranged for multiplexing. All types of multiplexing may not be available at each Hub Wire Center. Refer to Section 5.6.6 for a description of Hub Wire Center. Descriptions for each type of multiplexing arrangements are provided in 5.5 following, and rates are set forth in 5.7 following.

(E) Special Transport Termination(1) DS1, E1 and DS3 Service

The Special Transport Termination rate element as set forth in 5.7, applies only to DS1, E1, Individual DS3 and System DS3 offerings and is in addition to the Special Transport rate element. Special Transport Termination provides the equipment and arrangements necessary to terminate the Special Transport facility at a serving wire center. One Special Transport Termination charge applies for the termination of each end of a Special Transport facility for E1, DS1 and DS3 (Individual and Systems) offerings.

In the State of Hawaii, Interisland Special Transport applies in addition to the applicable On-Island Special Transport rate elements. For Interisland DS1 service, one Interisland Special Transport Termination applies for the termination of each end of the facility between Telephone Company Hub Wire Centers on different islands. For Interisland DS3 service, the Special Transport Terminations are included with the Interisland Special Transport.

(2) Fractional T1 Service (FT1)

For Fractional T1 Service, Special Transport Termination must be ordered as Fractional Special Transport Termination in the same grouping (N x 56 Kbps or N x 64 Kbps where N = 2, 4, or 6) as the associated FT1 SALs.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.2 Special Access Configurations

There are two types of facility configurations over which Special Access Services are provided – two-point and multipoint.

(A) Two-point Service

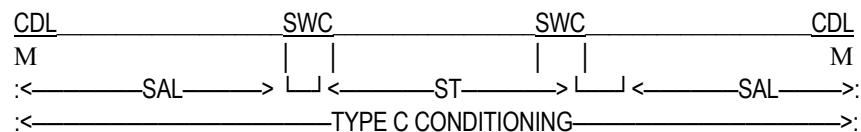
A two-point configuration is a circuit which is provided to connect two CDLs, either directly connected or through a Hub Wire Center where multiplexing functions are performed, or a CDL and a WATS Serving Office.

All Special Access offerings may be provided as a two-point configuration.

With the exception of Temporary Videoband Service, applicable rate elements are:

- Special Access Lines
- Special Transport (when applicable)
- Special Transport Termination (when applicable)
- Supplemental Features (when applicable)
- Multiplexing Arrangements (when applicable)

The following diagram depicts a typical two-point service connecting two CDLs. The service is provided with the supplemental feature of Type C Conditioning:



SAL - Special Access Line
ST - Special Transport
SWC - Serving Wire Center
CDL - Customer Designated Location

Applicable rate elements are:

- Special Access Line (2 applicable)
- Special Transport (per airline mile between SWCs)
- Supplemental Feature of Type C Conditioning (2 applicable)

In addition, a Special Access Surcharge, as set forth in 5.6.8 following, and a Message Station Equipment Recovery Charge, as set forth in 5.6.9 following may be applicable.

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5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.2 Special Access Configurations (Cont'd)(B) Multipoint Service

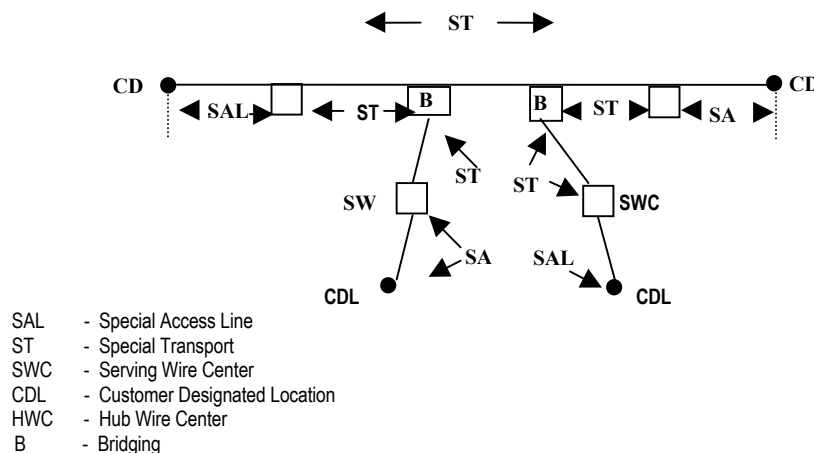
A multipoint configuration is a circuit that is provided to connect three or more CDLs through a Telephone Company Hub Wire Center.

Only Voiceband, Program Audio, Digital Data Service facilities, and Miscellaneous Services where so designated, will be provided as multipoint configurations. There is no limitation on the number of mid-links, but the use of more than three mid-links in tandem may degrade the quality of the multipoint facilities. A mid-link is defined as the Special Transport facilities between Hub Wire Centers where the circuit is bridged and/or where circuit switching devices, such as loop transfer arrangement, are located.

Multipoint service is provided in the following manner:

- (1) Special Access Line per CDL to their respective serving wire centers.
- (2) Special Transport between serving wire centers associated with the CDLs and the Hub Wire Center.
- (3) Special Transport between Hub Wire Centers.
- (4) Supplemental Features: Bridging equipment for each bridging location and other Supplemental Features when applicable.
- (5) (Reserved for Future Use)
- (6) Multiplexing Arrangements when applicable.

The following diagram depicts a multipoint service connecting four CDLs via two customer specified Hub Wire Centers:



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5 SPECIAL ACCESS (Cont'd)5.1 General (Cont'd)5.1.2 Special Access Configurations (Cont'd)(B) Multipoint Service (Cont'd)

Applicable rate elements are:

- Special Access Lines (4 applicable)
- Special Transport (5 segments, per airline between SWCs and HWCs)
- Bridging (6 applicable, one per bridge port)

In addition, the Special Access Surcharge, as set forth in 5.6.9 following, and the Message Station Equipment Recovery Charge, as set forth in 5.6.10 may be applicable.

5.1.3 Special Facilities Routing

A customer may request that the facilities used to provide Special Access Service be specially routed. The regulations, rates and charges for Special Facilities Routing (i.e., Avoidance, Diversity and Cable-Only) are as set forth in Section 9 following.

5.1.4 Design Layout Report

The Telephone Company will provide to the customer the makeup of the Special Access provided under this tariff to aid the customer in designing its overall service. This information will be provided in the form of a Design Layout Report and will include the following:

Cable gauge, length and loading.
Makeup (e.g., T-Carrier, two-wire, four-wire, etc.)
Specific pair of circuit assignment at the customer designated location.

The Design Layout Report will be provided to the customer within fourteen working days from the ASR Date. Updated reports will be reissued within fourteen working days whenever facilities provided to the customer are materially changed. Both the initial and updated Design Layout Reports will be provided to the customer at no charge.

5.1.5 Acceptance Testing

At the time of installation, the following test parameters apply:

- (A) For Voiceband services, acceptance testing will include tests for loss, 3-tone slope, DC continuity, operational signaling, C-notched noise, and C-message noise.

When the Interface Arrangement provides a four-wire voice transmission facility and the point of termination provides two-wire voice transmission (i.e., there is a four-wire to two-wire conversion at the point of termination) balance tests are also included in acceptance testing. When performing installation and acceptance testing, the Telephone Company will test the access service within the LATA.

On four-wire and effective four-wire circuits where the Network Channel Terminating Equipment (NCTE) has the capability of being remotely aligned, the Telephone Company may perform acceptance testing without a Telephone Company technician at the customer's premise.

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5 SPECIAL ACCESS (Cont'd)

5.1 General (Cont'd)

5.1.5 Acceptance Testing (Cont'd)

(A) (Cont'd)

If the NCTE at the customer's premise does not have the capability of being aligned remotely, the additional charges will not apply. The Telephone Company will determine the type of NCTE placed at a customer's premise.

- (B) For other analog services (i.e., Program Audio, Video, Wideband Analog and Wideband Data Services) and for digital services (i.e., Digital Data Services and High Capacity Digital Services), acceptance testing will include tests for the parameters applicable to the service as set forth in Section 7000 of the GTE Technical Interface Reference Manual for each of these services.

All test results will be made available to the customer upon request.

5.1.6 Ordering Conditions

Ordering conditions are set forth in detail in Section 3 preceding. Also included in that section, are other charges which may be associated with ordering Special Access (e.g., Service Date Change Charges, Cancellation Charges, etc.).

(A) Determination of Jurisdiction of Mixed Use Special Access Lines

When mixed interstate and intrastate Special Access Service is ordered, the jurisdiction will be determined as follows:

1. If the customer's estimate of the interstate traffic on the physically intrastate line involved constitutes 10% or less of the total traffic on that line, the line will be ordered and provided in accordance with the applicable rules and regulations of the appropriate intrastate tariff.
2. If the customer's estimate of the interstate traffic on the physically intrastate line involved constitutes more than 10% of the total traffic on that line, the line will be ordered and provided in accordance with the applicable rules and regulations of this tariff.

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5 SPECIAL ACCESS (Cont'd)

5.1 General (Cont'd)

5.1.6 Ordering Conditions (Cont'd)

(A) Determination of Jurisdiction of Mixed Use Special Access Lines (Cont'd)

3. Lines in service on the effective date of this tariff certified to be jurisdictionally intrastate and having a maximum termination liability associated with them will not be assessed the termination liability. The customer must submit an ASR for each line changing jurisdiction no later than 90 days from the effective date of this tariff to have the termination liability waived.

(B) Special Access Jurisdictional Verification

If a billing dispute arises or a regulatory commission questions the customer's certification of the jurisdiction of the line the Telephone Company will ask the customer to provide the data used to determine the jurisdiction. The customer shall supply the data within 30 days of the Telephone Company's request. The customer shall keep records of system design and functions from which the jurisdiction can be ascertained and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the jurisdiction of the service

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5 SPECIAL ACCESS (Cont'd)5.2 Description of Special Access

There are four generic types of Special Access offerings. They are:

- Program Audio
- Wideband Analog
- High Capacity Digital
- Digital Data Service

Each type has its own characteristics, and are subdivided by one or more of the following:

- Transmission specifications
- Bandwidth
- Speed (i.e., bit rate)
- Spectrum

The Special Access offerings described below are comprised of a combination of the rate elements described in 5.1.1. The following descriptions indicate the most effective use for each facility. Customer use for purposes other than those indicated is limited only to the extent that such use must not harm the network. Further, the Telephone Company does not guarantee transmission performance beyond the parameters identified in the descriptions.

The transmission performance characteristics of each Special Access offering are stated in Section 7000 of the GTE Technical Interface Reference Manual. The Telephone Company will maintain existing transmission specifications on services installed prior to the effective date of this tariff, except that existing services with performance specifications exceeding the standards in the GTE Technical Interface Reference Manual will be maintained at the performance level specified in the manual. Where transmission performance characteristics are required other than those as stated in Section 7000 of the GTE Technical Interface Reference Manual, the Telephone Company will review, and where technically feasible, will develop rates and charges for the additional costs associated with provisioning the parameters. These rates and charges will be filed on an individual case basis and will apply in addition to all other applicable rates and charges.

The customer also has the option of ordering Voiceband and analog and digital high capacity facilities to a Telephone Company Hub for multiplexing to individual channels of a lower capacity or bandwidth. Descriptions of the types of multiplexing available at the Hubs, as well as the number of individual channels which may be derived from each type of facility, are set forth in 5.5. Additionally, the customer may specify supplemental features for the individual channels derived from the facility to further tailor the channel to meet specific communications requirements. Descriptions of the supplemental features available are set forth in 5.4.

For example, a customer may order a DS3 from a CDL to a Telephone Company Hub for multiplexing to 28 DS1 channels. The DS1 channels may be further multiplexed at the same or a different Hub to Voiceband channels or may be extended to other CDLs. Optional features may be added to either the DS1 or the Voiceband channels.

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)5.2 Description of Special Access (Cont'd)5.2.1 Wideband Analog

These facilities are two-point and are furnished between CDLs or between a CDL and a Telephone Company designated Hub Wire Center where multiplexing is offered. The three types of Wideband Analog facilities are:

- (A) Group band facilities with a bandwidth from 60 kHz to 108 kHz for the transmission of a 12 circuit frequency division multiplexer (FDM) group.
- (B) Supergroup band facilities with a bandwidth from 312 kHz to 552 kHz for the transmission of a 60 circuit FDM supergroup.
- (C) Mastergroup band facilities with a bandwidth from 564 kHz to 3084 kHz for the transmission of a 600 circuit FDM mastergroup.

5.2.2 High Capacity Digital

These facilities are two-point and are furnished between CDLs or between a CDL and a Telephone Company designated Hub Wire Center where multiplexing is offered. A High Capacity to Voice multiplexing arrangement, as described in Section 5.5, is required at the Hub Wire Center.

- (A) DS1 facilities provide for the transmission of isochronous bipolar serial data at a rate of 1.544 Mbps.
- (B) DS1C facilities provide for the transmission of isochronous bipolar serial data at a rate of 3.152 Mbps.
- (C) FT1 facilities are furnished for the transmission of isochronous bipolar serial data and are available at transmission rate groupings of N x 56 Kbps or N x 64 Kbps where N equals 2, 4, or 6. FT1 channels are contiguous within the network and can be used to create a wideband circuit using customer provided equipment. When N x 64 FT1 is ordered in conjunction with DS1 service for multiplexing purposes, the DS1 must have Clear Channel Capability. FT1 Service at a rate of N x 64 Kbps will only be provided where Clear Channel Capability is available in the network. Where Clear Channel Capability is not available, N x 56 Kbps service can be provided in lieu of N x 64 Kbps.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.2 Description of Special Access (Cont'd)

5.2.2 High Capacity Digital (Cont'd)

- (D) DS3 facilities provide for the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. The Telephone Company will provide either an interface with Telephone Company electronics (electrical) or without Telephone Company electronics (optical) at the option of the customer. Ordering conditions are set forth in 3.1.1(F).
- (E) DS3C facilities provide for the transmission of isochronous bipolar serial data at a rate of 89.472 Mbps. The Telephone Company will provide an optical interface with this service unless the service is provided via microwave, in which case an electro-magnetic interface is provided, or unless the customer requests an electrical interface. Ordering conditions are set forth in 3.1.1(F).
- (F) E1 facilities provide for the transmission of isochronous bipolar serial data at a rate of 2.048 Mbps. E1 facilities are only provided with an electrical interface.

5.2.3 Digital Data Service

Facilities for Digital Data Service are furnished for the simultaneous two-way transmission of synchronous data and are available at transmission speeds of: 2.4 Kbps, 4.8 Kbps, 9.6 Kbps, 19.2 Kbps, 56 Kbps or 64 Kbps. Digital Data facilities may be provided on a two-point or multipoint basis.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.2 Description of Special Access (Cont'd)5.2.4 Bonded Digital Link Service(A) Service Description

Bonded Digital Link Service provides connecting channels for the transmission of voice or data between an end user's local exchange service terminating at a digital cross connect facility and special access service provided by the Telephone Company within the same wire center or at another wire center within the same LATA.

Bonded Digital Link Service is comprised of Intra-office channels (channels within a single wire center) or Inter-office channels (channels between two wire centers) connecting the wire centers of the locations involved. The minimum transmission rate for the service is 64 kbps in a DS0 channel. The Telephone Company will provide for the transmission of DS0 channels within a DS1 signal of the customer's (the end user) associated local exchange service from the digital cross connect facility in the customer's serving wire center to a 64 kbps channel of a customer's DS1 to Digital central office multiplexing arrangement within the same wire center or in a different wire center. The total number of DS0s on a Bonded Digital Link Service channel may not exceed the total capacity of the DS1 or equivalent service to which it is connected.

At the customer's option, the Telephone Company will bond contiguous DS0 channels in order to provide higher data rates. The following data rates are available:

- 64 kbps; 1 DS0 equivalent channel
- 128 kbps; 2 DS0 equivalent channel
- 256 kbps; 4 bonded equivalent DS0s
- 384kbps; 6 bonded equivalent DS0s
- 512 kbps; 8 bonded equivalent DS0s
- 768 kbps; 12 bonded equivalent DS0s

For the transmission of the Bonded Digital Link channels, the Telephone Company assumes responsibility for the routing of the customer's DS0 and bonded DS0 circuits over the Telephone Company's interoffice network in order to maximize network efficiencies and to optimize economic efficiencies.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.2 Description of Special Access (Cont'd)

5.2.4 Bonded Digital Link Service (Cont'd)

(B) Terms and Conditions

- (1) Bonded Digital Link Service is available within or between wire centers where suitable digital cross-connect technology exists to perform DS1 to DS0 multiplexing functions. Those locations (wire centers) are set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.
- (2) The service may only be used for connection from a wire center with a digital hubbing arrangement to a DS1 special access service capable of assignment to compatible DS0 channels. The customer or its authorized representatives must designate the DS0 channels on the special access service connected to this service. Data rates above 64 kbps require contiguous DS0 channel assignments. Connection to services other than special access service is prohibited.
- (3) Bonded Digital Link Service is provided with a one-year minimum service period. If service is disconnected prior to satisfying the minimum service period (i.e., within the first twelve months), minimum period charges apply. The minimum one-year period and minimum period charges do not apply if the rates have increased during the one-year period. The minimum period charge is equal to 100 % of the monthly rate from the date of disconnection through the balance of the first twelve months of service.
- (4) This service is used for connectivity within or between wire centers. The rates and charges for Bonded Digital Link Service apply as a flat rate per DS0 equivalent channel.
- (5) Credit for an interruption of Bonded Digital Link Service is subject to the basic credit allowance set forth for Special Access services as set forth in Section 2.4.4 preceding.
- (6) Bonded Digital Link Service is provided according to service date intervals as set forth in Section 3.2.1 preceding.
- (7) The rates and charges for Bonded Digital Link Service apply per DS0 equivalent channel (64 kbps). The customer is assessed either an Intra-office or an Inter-office Channel Charge for each DS0. Rates and charges are set forth in 5.7.1.1 following.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.3 Description of Terminating Options

Terminating Options provide a clearly delineated interface between Telephone Company and customer facilities at the point of termination at the CDL. Terminating Options facilitate the design, isolation, and testing of the Special Access. The description of each Terminating Option defines the most effective use of the Terminating Option. The technical parameters of each type of associated interface are set forth in Section 7000 of the GTE Technical Interface Reference Manual. Although a customer is not restricted from alternate applications, except where such application is harmful to the network, the Telephone Company cannot guarantee technical performance for other than the applications stated below. Terminating Options are nonchargeable.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.3 Description of Terminating Options (Cont'd)

5.3.1 High Capacity Digital

(A) High Capacity Digital DS1

Provides a High Capacity Digital DS1 Special Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 1.544 Mbps.

(B) High Capacity Digital DS1C

Provides a High Capacity Digital DS1C Special Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 3.152 Mbps.

(C) Fractional T1 Service

Provides a DS1 Special Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals and is limited to groupings of N x 56 Kbps or N X 64 Kbps where N equals 2, 4, or 6.

(D) High Capacity Digital DS3

Provides a High Capacity Digital DS3 Special Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 44.736 Mbps. The Telephone Company will provide either an interface with Telephone Company electronics (electrical) or an interface without Telephone Company electronics (optical) as specified by the customer. Ordering conditions are set forth in 3.1.1(F).

(E) High Capacity Digital DS3C

Provides a High Capacity Digital DS3C Special Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 89.472 Mbps. The Telephone Company will provide an optical interface with this service unless the service is provided via microwave, in which case, an electromagnetic interface is provided, or unless the customer requests an electrical interface. Ordering conditions are set forth in 3.1.1(F).

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.3 Description of Terminating Options (Cont'd)5.3.1 High Capacity Digital (Cont'd)(F) High Capacity Digital E1

Provides a High Capacity Digital E1 Special Access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 2.048 Mbps and is only provided with an electrical interface. Before confirming the ASR for E1 service, the Telephone Company will verify the availability of fiber optic facilities at the CDL. Where suitable fiber optic facilities do not exist, customers may request the Telephone Company to provide such facilities in accordance with the Special Construction provisions in Section 10 of this tariff.

5.3.2 Digital Data Service (DDS)

Provides DDS Special Access interface for use in providing simultaneous two-way transmission of sequential bipolar data signals at transmission speeds of 2.4 Kbps, 4.8 Kbps, 9.6 Kbps, 19.2 Kbps, 56 Kbps or 64 Kbps.

5.4 Description of Supplemental Features

Supplemental Features are items which can be added to a Special Access service to provide enhanced capabilities or improve its utility. References to specific uses or Special Access types indicate the most effective use for each Supplemental Feature. Customer use for other purposes or with other Special Access types is limited only to the extent that such use must not harm the network. Further, the Telephone Company does not guarantee functional operation of Supplemental Features for these alternate applications.

Listed below are the Supplemental Features that are offered under this tariff.

5.4.1 Bridging

Bridging is the function of connecting three or more CDLs in a multipoint arrangement. Listed below are those bridging services offered under this tariff.

(A) MultiPoint Data Bridging

This feature provides the capability to derive a multipoint data circuit from a single facility and is normally provided on Voiceband facilities provided for transmission of data signals. This function is provided on a per port basis. Polled multipoint data circuits are a typical application of this feature.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.4 Description of Supplemental Features (Cont'd)

5.4.1 Bridging (Cont'd)

(B) Alarm Distribution Bridging

Provides polling type bridging capabilities, band splitting filters and conversion of four-wire common terminations up to a capacity of 40 two-wire terminations. This function is offered as two tariff elements. The first element provides all shelving and common equipment for a capacity of 40 two-wire terminations. The second element provides a two-wire port. One common equipment rate element will apply to accommodate up to 40 two-wire terminations. One two-wire port charge will apply to each two-wire Special Access Line terminated in the bridge.

(C) DDS Bridging

Provides for a multi-junction unit (MJU) arrangement to bridge 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 or 64 kbps DDS facilities. Different speeds cannot be mixed on the same bridge. This function is provided on a per port basis.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.4 Description of Supplemental Features (Cont'd)

5.4.2 Automatic Protection Switch

Consists of special switching equipment placed at both ends of a duplicate DS1 facility (i.e., DS1, High Capacity Circuit) for automatic switching to the duplicate (standby) facility in the event the active facility is inoperative.

Duplicate facilities may terminate at a serving wire center, a CDL or both. The option provided under this tariff only includes the APS(s) located at a serving wire center(s). When the duplicate facility terminates at a CDL, the customer will be responsible for providing the associated APS and ensuring it is compatible with the Telephone Company provided switch if appropriate.

The duplicate facilities are not a part of this supplemental feature.

5.4.3 Digital Data Service Secondary Channel

This feature is offered on an optional basis to customers of Digital Data Service. It is a separate, slower speed digital channel that operates in parallel with the companion Digital Data Service primary channel. The secondary channel allows for remote control and testing of the network and peripheral devices without taking the network out of service and without lowering the speed of the primary Digital Data Service channel. This feature is not available with 19.2 Kbps or 64 Kbps Digital Data Service.

The provisioning of this option to existing Digital Data Service requires the discontinuance of the existing Digital Data Service and the establishment of new Digital Data Service for both ends of a two-point circuit and all ends of a multi-point circuit. The nonrecurring charges associated with the installation of Digital Data Service will apply.

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.5 Description of Multiplexing Arrangements

Multiplexing Arrangements provide the function to convert a single higher capacity or bandwidth circuit for bulk transport to several lower capacity or bandwidth circuits. Cascading multiplexing occurs when a high capacity analog or digital channel is de-multiplexed to provide channels with a lesser capacity and one of the lesser capacity channels is further de-multiplexed. For example, a DS1C may be de-multiplexed to two DS1 facilities and then the DS1 facilities may be further de-multiplexed to 24 Voiceband channels.

When cascading multiplexing is performed in the same or different Hub Wire Center, a charge for the additional multiplexing unit will also apply. When cascading multiplexing is performed at a different Hub Wire Center, Special Transport will also apply between the involved Hub Wire Centers.

Listed below are the multiplexing arrangements offered under this tariff.

(A) Supergroup to Group

An arrangement that multiplexes five wideband analog group band circuits to a single wideband analog supergroup band circuit, or multiplexes a single wideband analog supergroup band circuit to five wideband analog group band circuits.

(B) Mastergroup to Supergroup

An arrangement that multiplexes ten wideband analog supergroup band circuits to a single wideband analog mastergroup band circuit, or multiplexes a single wideband analog mastergroup band circuit to ten wideband analog supergroup band circuits.

(C) DS1C to DS1

An arrangement that multiplexes two DS1 digital circuits to a single DS1C digital circuit at a rate of 3.152 Mbps, or multiplexes a single DS1C digital circuit at a rate of 3.152 Mbps to two DS1 digital circuits.

(D) DS3 to DS1 and/or E1

An arrangement that multiplexes twenty-eight DS1 digital circuits to a single DS3 digital circuit at a rate of 44.736 Mbps, or multiplexes a single DS3 digital circuit at a rate of 44.736 Mbps to twenty-eight DS1 digital circuits.

In addition, where E1 service is available, this arrangement is capable of multiplexing:

- (1) twenty-one E1 digital circuits
- (2) four DS1 and eighteen E1 digital circuits
- (3) eight DS1 and fifteen E1 digital circuits
- (4) twelve DS1 and twelve E1 digital circuits
- (5) sixteen DS1 and nine E1 digital circuits
- (6) twenty DS1 and six E1 digital circuits
- (7) twenty-four DS1 and three E1 digital circuits

to a single DS3 digital circuit at a rate of 44.736 Mbps, or a single DS3 digital circuit at a rate of 44.736 Mbps to one of the combinations set forth in (1) through (7) above.

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5 SPECIAL ACCESS (Cont'd)

5.5 Description of Multiplexing Arrangements (Cont'd)

(E) DS3C to DS1

An arrangement that multiplexes fifty-six DS1 digital circuits to a single DS3C digital circuit at a rate of 89.472 Mbps, or multiplexes a single DS3C digital circuit at a rate of 89.472 Mbps to fifty-six DS1 digital circuits.

(F) Group to DS1

An arrangement that multiplexes two wideband analog groupband circuits to a single DS1 digital circuit at a rate of 1.544 Mbps, or multiplexes a single DS1 digital circuit at a rate of 1.544 Mbps to two wideband analog groupband circuits.

(G) Digital Data Carrier Multiplexer

An arrangement that multiplexes a single DS1 1.544 Mbps digital circuit to twenty-three DSO digital ports for connection to either a subrate data multiplexer as described in 5.5(H) following or 56 Kbps digital circuits.

(H) Digital Data Subrate Multiplexer

Used with cascading multiplexing, the Digital Data Subrate Multiplexer is an arrangement that multiplexes the following quantities of subrate digital data circuits into a single DSO digital port: 1) twenty 2.4 Kbps, 2) ten 4.8 Kbps or 3) five 9.6 Kbps. In turn, the DSO digital port is then multiplexed to a single DS1 digital circuit using the Digital Data Carrier Multiplexer described in 5.5(G) preceding.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations

This section contains specific regulations governing the rates and charges that apply for Special Access Service.

5.6.1 Types of Rates and Charges

There are five types of rates and charges. These are monthly rates, weekly rates, daily rates, time sensitive rates and nonrecurring charges. The rates and charges are described as follows:

(A) Monthly Rates

Monthly rates are recurring charges that apply each month or fraction thereof that a Special Access Service is provided. For billing purposes, each month is considered to have 30 days.

(B) Daily Rates

Daily rates are recurring charges that apply to each 24 hour period or fraction thereof that a part-time Program Audio Service is provided. When part-time Program Audio service is provided for ten or more consecutive days it will be treated as a full-time service and monthly rates will apply. In no event will the charges for continuous part-time Program Audio service exceed the amount that would be charged in the same billing time period for full-time service.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.1 Types of Rates and Charges (Cont'd)(C) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity, (i.e., installation of service or change to an existing service). The types of nonrecurring charges that apply for Special Access Service are those listed below.

(1) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to a pending ASR for Special Access Service which requires engineering review. Design changes include such things as the addition or deletion of supplemental features or changes in the terminating options. Design changes do not include a change of IC CDL or end user premises when its serving wire center changes or Special Access service type. Changes of this nature will require the issuance of a new ASR and the cancellation of the original ASR. The cancellation charges apply as set forth in 3.2.6 preceding.

The Telephone Company will review the requested change, notify the customer whether the change can be accommodated and specify if a new service date is required. If the customer authorizes the Telephone Company to proceed with the design change, a Design Change Charge will apply.

If a change of service date is required, the Service Date Change Charge as set forth in Section 3 preceding will also apply.

(2) Installation of Supplemental Features and Multiplexing Arrangements

Nonrecurring charges apply for the installation of some supplemental features and multiplexing arrangements available with Special Access service. The charge applies whether the feature or multiplexing arrangement is installed coincident with the initial installation of service or at any time subsequent to the installation of service.

For additions of supplemental features without an NRC, a charge equal to a SAL NRC will apply. Only one such charge per service, per order will apply.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.1 Types of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(3) Installation of FT1, DS3, E1 and DS1 Special Access Lines

(a) Fractional T1 Standard Arrangements

Customers subscribing to Fractional T1 service will be assessed a nonrecurring charge. The NRC for Fractional T1 service will be assessed per SAL.

(b) Fractional T1 Optional Payment Plan (OPP) Arrangements

Customers subscribing to the Fractional T1 OPP arrangements will not be assessed a nonrecurring charge.

The Regulations in Section 5.6.1(C) will apply to FT1 OPP customers when required for changes and other service rearrangements.

(c) DS3 Arrangements

There are two levels of charges for the installation of 3 System DS3 and Unlimited System DS3 SALs. The "First System" charge is assessed for the first DS3 SAL ordered by a customer. When the same customer requests additional DS3 SALs, to be installed between the same locations, the "Additional System" charge will apply for each SAL ordered (maximum of two Additional System SALs in a 3 System DS3 and no maximum in an Unlimited System DS3).

For Individual DS3s, the charge for installation will apply at the same rate per DS3 SAL, and for Group System DS3s*, the charge applies per Group System* SAL.

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5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.1 Types of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(3) Installation of DS1, FT1, DS3 and E1 Special Access Lines (Cont'd)

(d) E1 Arrangements

Customers subscribing to E1 service will be assessed a nonrecurring charge and monthly rates. Suitable fiber optic facilities must be available at the CDL with no physical change in the existing configuration at the CDL. If this condition is not met, the customer will be advised that the ASR will not be processed. The customer may then cancel the ASR without charge, or may request the Telephone Company to provide such facilities in accordance with the Special Construction provisions in Section 10 of this tariff.

(e) DS1 Standard Arrangements

Customers subscribing to DS1 Standard Arrangements, at rates set forth in 5.7.2, will be assessed a nonrecurring charge. The NRC for DS1 Standard Arrangements will be assessed per SAL.

The regulations in Section 5.6.1(C) will apply to existing DS1 Standard Arrangements customers when required for changes and other service arrangements.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.1 Types of Rates and Charges (Cont'd)

(C) Nonrecurring Charges (Cont'd)

(4) Installation of Digital Data Service Special Access Lines

The nonrecurring charge associated with the installation of DDS SAL facilities and the provisioning of the customer specified transmission speed of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps is specified in Section 5.7.1(A).

(5) Service Rearrangements

Service rearrangements are changes to existing (installed) services which may be administrative only in nature or involve an actual physical change to the service. Changes to pending orders are in 3.2.2.

Changes in the type of service will be treated as a discontinuance of the service and an installation of a new service.

Changes in the physical location of the point of termination are treated as moves which are described and charged for as in 5.6.4.

Administrative changes will be made without charge(s) to the customer.

Administrative changes are as follows:

- Change in name or ownership or transfer of responsibility from one customer to another, provided there is no interruption of use or relocation of Special Access service.
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number),
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer test line number,
- Change of customer or customer's end user contact name or telephone number,
- Change of agency authorization, and
- Change in jurisdiction involving no physical changes to the service.

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5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.1 Types of Rates and Charges (Cont'd)(C) Nonrecurring Charges (Cont'd)(5) Service Rearrangements (Cont'd)

All other service rearrangements will be charged for as follows:

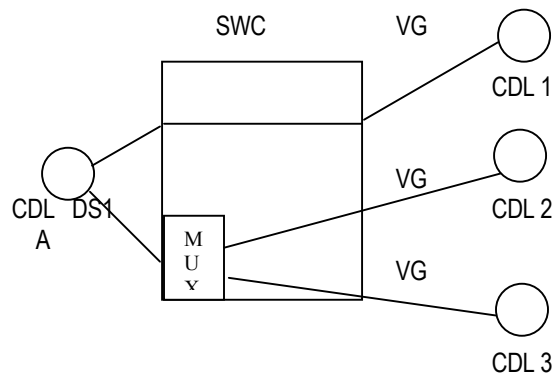
- If the change involves the addition of another termination to an existing two-point or multipoint service, installation charges for each location added will apply.
- If the change involves the addition of supplemental feature or multiplexing arrangement, the installation charge associated with the supplemental feature or multiplexing arrangement will apply. When the supplemental feature or arrangement has no associated nonrecurring charge (or rated at \$.00), one SAL nonrecurring charge for the type of service involved (i.e., DDS SAL, etc.) will be applied to the order.
- If the change involves only changing the type of network interface, with no change in facility, the installation charge associated with each service receiving a network interface change will apply.
- If the change involves changing a two-wire service to a four-wire service or vice versa, the installation charge for each location changed will apply.
- If the change involves only rollovers or grooming, then no charges will apply. A rollover is the retermination of a segment of a lower capacity special access service onto a higher capacity special access service. The rollover must occur in the wire center where the higher capacity service is multiplexed with no other changes to the lower capacity service being reterminated (i.e., the segment must not require rerouting to connect to the multiplexer of the higher capacity service).

Grooming is the retermination of a lower capacity special access service from one channel in a higher capacity special access service to another channel in the same higher capacity service or to another channel in another higher capacity special access service (i.e., change in connecting facility assignment) in the same wire center, with no other changes to the lower capacity service.

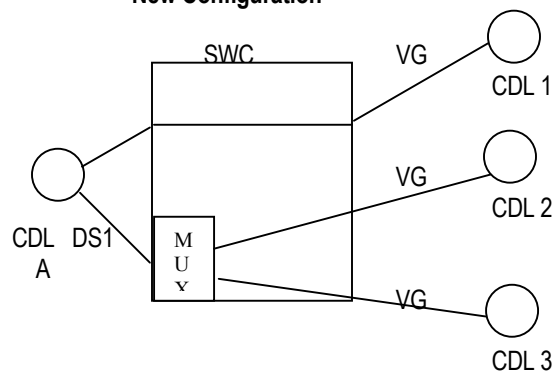
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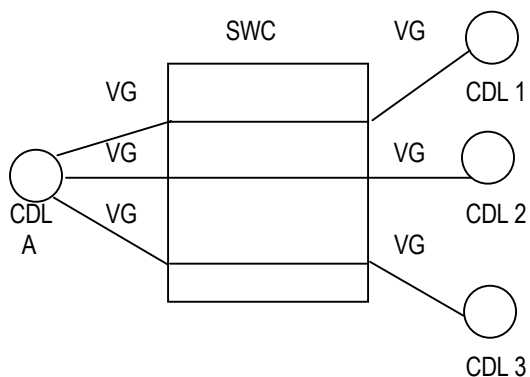
5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.1 Types of Rates and Charges (Cont'd)(C) Nonrecurring Charges (Cont'd)(5) Service Rearrangements (Cont'd)**ROLLOVER – EXAMPLE 1**
Current Configuration

The customer requests that the voiceband circuit (VG) between CDL A and CDL 1 be "rolled over" to the DS1 serving CDL A. No NRCs apply for this request.

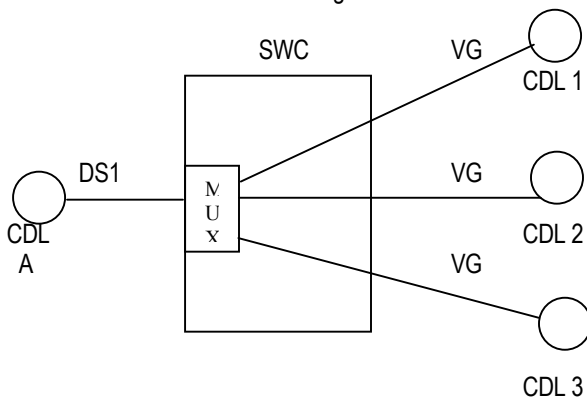
ROLLOVER – EXAMPLE 1
New Configuration

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FACILITIES FOR INTERSTATE ACCESS

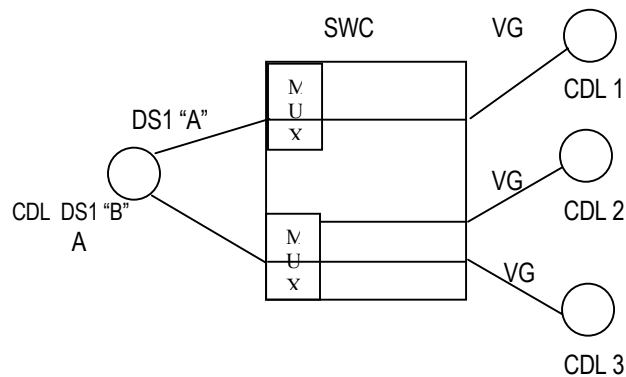
5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.1 Types of Rates and Charges (Cont'd)(C) Nonrecurring Charges (Cont'd)(5) Service Rearrangements (Cont'd)**ROLLOVER – EXAMPLE 2**
Current Configuration

The customer requests the installation of a DS1 between the serving wire center (SWC) and CDL A and a DS1/voice multiplexer in the SWC. The customer also requests that the voiceband circuits serving CDLs 1, 2 and 3 be "rolled over" to the new DS1. All NRCs apply for the installation of the DS1 and multiplexer. No NRCs apply for the voiceband rollovers to the new high capacity circuit.

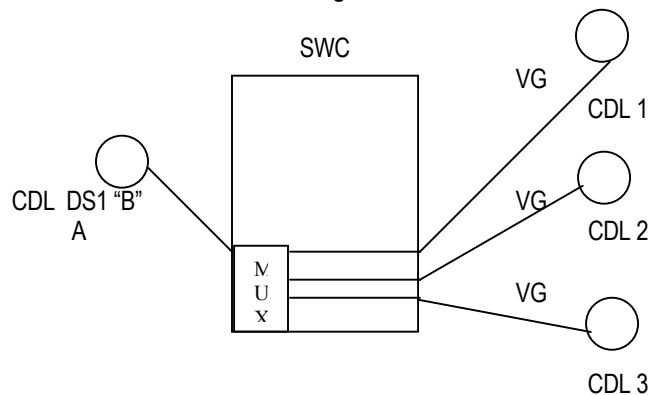
ROLLOVER – EXAMPLE 2
New Configuration

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FACILITIES FOR INTERSTATE ACCESS

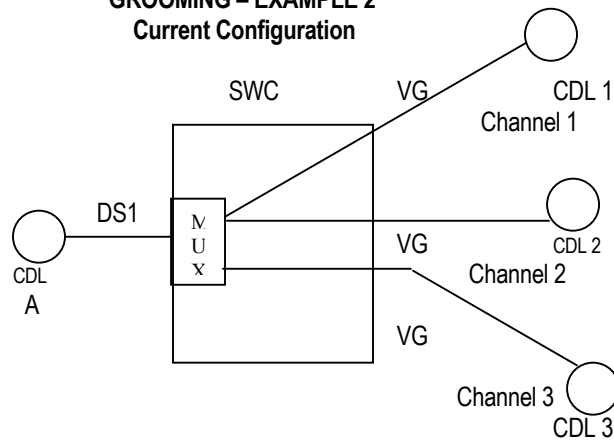
5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.1 Types of Rates and Charges (Cont'd)(C) Nonrecurring Charges (Cont'd)(5) Service Rearrangements (Cont'd)**GROOMING – EXAMPLE 1**
Current Configuration

The customer requests that the voiceband (VG) circuit serving CDL 1 be moved from the DS1 "A" circuit to the DS1 "B" circuit. No NRCs apply for this request.

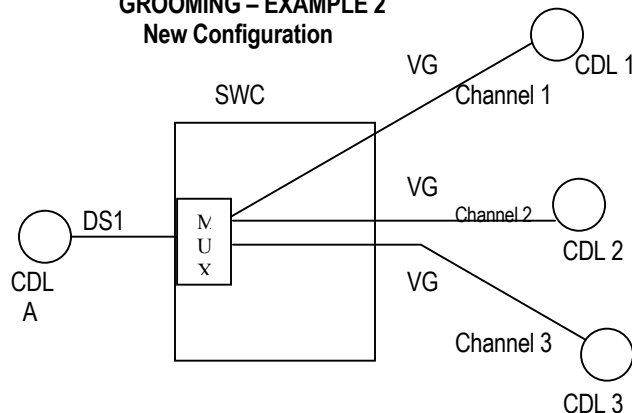
GROOMING – EXAMPLE 1
New Configuration

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.1 Types of Rates and Charges (Cont'd)(C) Nonrecurring Charges (Cont'd)(5) Service Rearrangements (Cont'd)**GROOMING – EXAMPLE 2**
Current Configuration

The customer requests that the voiceband circuit serving CDL 3 be moved from channel 20 in the DS1 serving CDL A to Channel 3 in the same DS1. No NRCs apply for this request.

GROOMING – EXAMPLE 2
New Configuration

- If the change involves reterminations other than Rollovers and/or Grooming, all NRCs associated with the installation of the lower capacity service will apply.
- In cases where multiple service rearrangements or an additional termination or a move and a service rearrangement are requested on a single ASR, the total charge will never exceed the full nonrecurring charge for the basic service.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.2 Minimum Periods

Special Access is provided for a specified minimum period. Minimum periods and minimum period charges are described in Section 3 preceding.

5.6.3 Mileage Measurement

The mileage to be used to determine the monthly rate for the Special Transport is calculated on the airline distance between the serving wire centers involved (i.e., CDL serving wire center or Hub Wire Center or WATS Serving Office). Where the calculated miles include a fraction, the value is always rounded up to the next full mile. Where the calculated value is zero, no Special Transport mileage is charged.

When there is a Hub Wire Center involved, the Special Transport mileage will be measured from the Hub Wire Center to the serving wire centers of each of the CDLs connected to the hubbed facilities. Mileage is computed for each section and rates are applied accordingly. However, when a Special Access facility is routed through a Hub Wire Center for purposes other than customer specified such as bridging or multiplexing (e.g. the Telephone Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the wire centers serving the CDLs.

The rates for the mileage are applied per airline mile. The serving wire center V&H coordinates and the method of calculation are specified in the NECA Tariff FCC No. 4.

5.6.4 Moves

A move involves a change in the physical location of the point of termination of Special Access. A move normally involves an interruption of Special Access for the period required to complete the move. No credit allowance will be granted for that period. Special Construction as set forth in Section 10 may also be applicable at the different CDL.

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

The charge for the move depends on whether the move is within the same CDL or to a different CDL.

(A) Same CDL

When the move of a termination of FIA, as defined in Section 2.1.5, for special access is to a new point within the same CDL (same address and/or same building), the charge for the move will be the installation charge for the portion of the service being reterminated. There will be no change in the minimum period requirements. For services subject to payment plan regulations, the same payment period will remain in force.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.4 Moves (Cont'd)(B) Different CDL

- (1) 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 appropriate service installation charge for the service termination(s) affected will apply. A new minimum period will be established for the installed Special Access Service. The customer will remain responsible for all minimum period charges associated with the disconnected Special Access Service. For services subject to payment plan regulations, a new payment plan will be established and full assessment of the remaining liabilities will be applicable.
- (2) When the move is to a different CDL but served by the same serving wire center, the following conditions apply:
 - A change ASR will be required.
 - The appropriate service installation charge for the service termination(s) affected will apply.
 - For Special Access services subject to payment plan regulations, if the customer of record remains the same with no lapse in service, the appropriate NRCs for changes will apply. Otherwise, the move will be treated as a disconnect and an installation of service and all appropriate NRCs and full assessment of the remaining liabilities will be applicable.

5.6.5 Rates and Charges on an Individual Case Basis

- (A) The monthly rates and nonrecurring charges for the following service offerings will be developed on an Individual Case Basis:
 - Wideband Analog - Group Band Facilities
 - Wideband Analog - Supergroup Band Facilities
 - Wideband Analog - Mastergroup Band Facilities
 - High Capacity Digital DS1C (3.152 Mbps) Special Access Lines
 - High Capacity Digital DS1C (3.152 Mbps) Special Transport
 - High Capacity Digital DS3C (89.472 Mbps) Facilities
- (B) The monthly rates and nonrecurring charges for the following Multiplexing Arrangements will be developed on an Individual Case Basis:
 - Supergroup to Group
 - Mastergroup to Supergroup
 - DS1C to DS1
 - DS3C to DS1
 - Group to DS1

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.5 Rates and Charges on an Individual Case Basis (Cont'd)

- (C) The monthly rates and nonrecurring charges for the following Supplemental Features will be developed on an Individual Case Basis:

Dataphone Select-a-Station Bridging Common Equipment - Addressable.

Dataphone Select-a-station Bridging - Each Four-Wire Port.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.6 Hub Wire Centers

A Hub Wire Center is a Telephone Company designated serving wire center at which bridging or multiplexing arrangements are provided. Bridging is used to connect three or more CDLs in a multipoint arrangement. The multiplexing arrangements channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

Although Hub Wire Centers are defined as serving wire centers at which bridging or multiplexing arrangements are performed, they are not limited to providing these functions and may provide any other types of Special Access services offered in this tariff. For example, the Telephone Company will designate certain Hub Wire Centers for Program Audio service offerings and the termination of Group System DS3* Special Transport.

The Telephone Company will designate the Hub Wire Center locations. Different locations may be designated as Hub Wire Centers for different functions, such as bridging or multiplexing arrangements, for different facility capacities (e.g., multiplexing from digital to digital may occur at one wire center while multiplexing from digital to analog may occur at a different wire center). The location of Hub Wire Centers and the types of hubbing functions offered at that location are identified in the NECA Tariff FCC No. 4.

Some of the types of multiplexing provided include the following:

- from higher to lower bit rate,
- from higher to lower bandwidth,
- from digital to voice grade service.

The transmission performance for the end to end Special Access provided from CDLs will be that of the lower capacity or bit rate. For example, when a DS1 Special Access is multiplexed to voice frequency circuits, the transmission performance will be Voiceband, not High Capacity.

The Telephone Company will commence billing the monthly rate for the Special Access Line and Special Transport, for the High Capacity facility to the Hub Wire Center as of the service date, even though individual services utilizing those facilities may not be installed until a later date. If the customer has designated the type of multiplexing to be provided with the High Capacity facility, the nonrecurring charge for the Multiplexing Arrangement will be billed to the same customer at that same time, and the billing for the monthly rate will begin.

Individual Special Access rates (by Special Access type) will apply for the Special Access Line and additional Special Transport facilities (if required) for each channelized Special Access. These will be billed to the customer specified on the ASR as each individual Special Access is installed. The appropriate application of rate elements is specified in 5.6.7(B). Shared use of a digital high capacity facility is provided for in 5.6.7(A).

* Limited to those services so equipped and in service as of March 4, 1999.

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.6 Hub Wire Centers (Cont'd)

At the request of the customer, the full-time and/or part-time services provided to a Hub Wire Center may be connected together in the following configurations: full-time to full-time, full-time to part-time, or part-time to part-time.

5.6.7 Shared Use Analog and Digital High Capacity Services

Monthly charges for a DS1 or DS3 high capacity shared used facility will be apportioned between Switched and Special Access based on the relative proportion of channels used for switched and special access in the following manner.

If the facility is ordered as Special Access, rating as Special Access will continue until such time as a portion of the available capacity is used to provide Switched Access service. As individual channels are activated for Switched Access, monthly charges will be apportioned between Switched and Special Access based on the number of channels used for Switched Access and the number of remaining channels on the Special Access facility according to the following formula:

- The total shared use charge is equal to the Monthly Switched Access Charge times the number of channels used for Switched Access divided by 24 for DS1 or 672 for DS3 plus the monthly Special Access Charge times the number of channels remaining for Special Access divided by 24 for DS1 or 672 for DS3.

If the facility is ordered as Switched Access, rating as Switched Access will continue until such time as a portion of the available capacity is used to provide Special Access service. As individual channels are activated for Special Access, monthly charges will be apportioned between Switched and Special Access based on the number of channels used for Special Access and the number of remaining channels on the Switched Access Facility according to the following formula:

- The total shared use charge is equal to the Monthly Special Access Charge times the number of channels used for Special Access divided by 24 for DS1 or 672 for DS3 plus the monthly Switched Access Charge times the number of channels remaining for Switched Access divided by 24 for DS1 or 672 for DS3.

The monthly Switched and Special Access rate used will be the appropriate rate (Special Access SAL, Transport, Multiplexer, Switched Access Entrance Facility, and Direct-Trunked Transport) for the underlying shared use facility, i.e., if the underlying facility is a Special Access DS3 service, the corresponding Switched Access DS3 Transport will be used to determine the Switched Access monthly charges.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.8 Special Access Surcharge

Pending the development of techniques to accurately measure usage of local facilities which are interconnected by users by means of interstate or foreign telecommunications, a surcharge of \$25.00 per service per month will be assessed to a two point Special Access Service, and to each additional Special Access Line when the service is configured as multipoint. The Special Access Surcharge will also be assessed upon Wideband Analog, High Capacity Digital and FT1 Services on a voiceband equivalent basis. The voiceband equivalency for these type services is as follows:

- High Capacity DS1 equates to 24 Voiceband Facilities
- High Capacity DS1C equates to 48 Voiceband Facilities
- High Capacity FiberConnect equates to a maximum of 96 Voiceband Facilities
- High Capacity DS3 equates to 672 Voiceband Facilities
- High Capacity DS3C equates to 1344 Voiceband Facilities
- Wideband Group equates to 12 Voiceband Facilities
- Wideband Supergroup equates to 60 Voiceband Facilities
- Wideband Mastergroup equates to 600 Voiceband Facilities
- Each 56 Kbps or 64 Kbps channel in a FT1 Service equates to one Voiceband Facility.
- High Capacity E1 equates to 30 Voiceband Facilities

The Special Access Service will be exempted from the monthly surcharge if the customer provides the Telephone Company written certification that the termination is one of the following:

- (1) The open end termination (dial tone end) of a Foreign Central Office Line, Common Control Switching Arrangement (or equivalent) or Off Network Access Line (ONAL).
- (2) Any termination of an analog circuit used for radio or television program transmission.
- (3) Any termination of a line used for telex service.
- (4) Any termination of a line by nature of its operating characteristics and nature of connection could not make use of common lines.
- (5) Any line termination, other than (1) through (4) preceding, which is subject to the following charges: (a) Carrier Common Line, (b) End Office Switching, and (c) Switched Transport.
- (6) A termination that the customer certifies to the Telephone Company is not connected to a PBX or other device capable of interconnecting the Special Access Service to the local network. If the PBX or other device has been configured either through software programming or physical restrictions not to access the local network, then the customer may file the surcharge exemption for the Special Access Service terminating on this equipment.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.8 Special Access Surcharge (Cont'd)

In order for the Telephone Company to determine the application of the surcharge with respect to specific services, the customer must report the intended use of all services when placing ASRs for Special Access Service. In addition, when ordering High Capacity Analog or Digital services, the customer must report the use for each voice equivalent circuit of the high capacity service. When any circuit is reported wholly used in any manner described in (1) through (6) preceding, the surcharge will not apply. If the intended use is not reported, the surcharge will apply.

If, at any time after the installation of a service which is subject to the surcharge, the customer reports that the service is being used consistently with any exception listed above, the Telephone Company will credit the customer for the surcharge. Credit will not be given beyond the receipt date of the certification for exemption.

5.6.9 Message Station Equipment Recovery Charge

Message Station Equipment Recovery Charge is a charge to recover that portion of message station equipment which is assigned to Special Access Service. Since there is zero cost assigned to Message Station Equipment Recovery in Special Access the charge is \$.00.

5.6.10 DS3 High Capacity Service(A) DS3 Rate Structure

A DS3 (44.736Mbps) High Capacity SAL, whether an Individual, 3-System or Unlimited System, may be purchased with or without electronics. When a SAL is ordered with electronics the Telephone Company will place electronics at both the CDL and the serving wire center. When a SAL is ordered without electronics the Telephone Company will only place electronics at the serving wire center and not at the CDL. Effective May 18th 2002 when a DS3 SAL is ordered without electronics the interface must be optical unless an Additional SAL is added to an existing System with an electrical interface. When ordered with electronics the interface may be electrical or optical.

DS3 SALs are non-distance sensitive and are provided on a protected basis.

Individual System

An Individual System is a single DS3 between a CDL and the serving wire center. The appropriate NRC is applied per SAL.

Transport rate elements are applied per SAL when transport between offices is required. In instances when a SAL is ordered to a second CDL in conjunction with an Individual System SAL and Transport between offices is required Transport rate elements are applied per circuit.

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.10 DS3 High Capacity Service (Cont'd)

(A) DS3 Rate Structure (Cont'd)

3-System

The 3-System allows the same customer, between the same CDL and the serving wire center, to order additional DS3 SALs, up to a maximum of two. Additional SALs may only be added with the same interface, electrical or optical, and with Telephone Company electronics or without Telephone Company electronics as the First System. The appropriate NRC is applied per SAL.

Transport rate elements are applied per SAL when transport between offices is required. In instances when a SAL is ordered to a second CDL in conjunction with a 3-System SAL and Transport between offices is required Transport rate elements are applied per circuit.

Unlimited System

The Unlimited System allows the same customer, between the same CDL and the serving wire center, to order additional DS3 SALs, with no maximum. Additional SALs may only be added with the same interface, electrical or optical, and with Telephone Company electronics or without Telephone Company electronics as the First System. The appropriate NRC is applied per SAL.

Transport rate elements are applied per SAL when transport between offices is required. In instances when a SAL is ordered to a second CDL in conjunction with an Unlimited System SAL and Transport between offices is required Transport rate elements are applied per circuit.

Group Systems

Group System DS3s are limited to those services so equipped and in service as of March 4, 1999. Group System DS3s provide a total capacity of 12 (DS3 x 12) or 24 (DS3 x 24) DS3 SALs. All DS3s in a Group System must be between the same CDL and serving wire center.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.10 DS3 High Capacity Service (Cont'd)(A) DS3 Rate Structure (Cont'd)

A DS3 SAL provides a spare transmission path (transmit and receive) connected to an automatic protection switch. In the event of failure in the primary service, traffic will be automatically transferred to the spare transmission facilities. The spare transmission path will normally be provided on the same route as the primary path. When a customer orders a DS3 SAL, the customer may request that the spare transmission path be provided via an alternate route provisioned as the Telephone Company may elect. If common points for the primary and alternate route become necessary, these points will be identified by the Telephone Company and provided to the ordering customer. Should the routing arrangement require special routing requirements specified by the customer, other rates and regulations as set forth in Section 9 or Section 10 may be applicable.

A customer may order the same or different type of DS3 SALs for each CDL(s) at which DS3 service is terminated.

When a customer requests the disconnect of a DS3 service in the 3 System DS3 or Unlimited System DS3, an Additional System DS3 SAL must be disconnected first. When only the First DS3 service exists, that service will be disconnected.

Any costs associated with Special Construction as set forth in Section 10 will apply.

DS3 Special Transport contains two rate elements, Special Transport Termination and Special Transport Facility. Special Transport Termination rates apply for the termination of each end of the interoffice facility. Special Transport Facility rates apply for each airline mile of the interoffice facility. Group System DS3* Transport Terminations (DS3 x 12 and DS3 x 24) and Group System DS3* Transport Facilities are only available when connected to at least one DS3 Group System* SAL of the same level (12 or 24). In addition, the Special Transport Facility and Special Transport Termination rates apply per DS3 Group of 12 or 24.*

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5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.10 DS3 High Capacity Service (Cont'd)(B) Minimum Service Periods

Individual DS3s and System DS3s are offered under four minimum service periods, each with different rate levels. The minimum service periods are 1, 3, 5 and 7 years. The customer must specify the minimum service period at the time the service is ordered. First and Additional DS3 SALs (3 System DS3s and Unlimited System DS3s) can have a different minimum service period. However, each DS3 SAL of a two-point DS3 service must have the same minimum service period.

The customer may select a longer minimum service period at any time, without penalty or application of nonrecurring charges, to obtain the lower monthly recurring rates associated with a longer minimum service period. When the customer selects this option, no credit toward the new service period will be given for the amount of time they were under the shorter minimum service period. The new recurring charges will apply subsequent to the effective date of the new minimum service period.

(C) Expiration of Minimum Service Period

At the expiration of a service commitment period, the customer may select a new DS3 commitment period. If the customer does not select a new minimum service period within 60 days from the expiration date, billing will remain at the current service period and a new DS3 minimum service period will begin based on the previously effective service period. All terms and conditions, including Subsequent Termination Liabilities, will apply to the new DS3 period.

Customers with expired service periods for the Individual System, Three System and Unlimited System DS3s, prior to the effective date of this tariff offering will have up to 180 days to select a new commitment service period. If the customer does not select a new service period within 180 days of the effective date of this tariff, billing will remain at the current service period and a new DS3 minimum service period will begin based on the last service period. The beginning date of the new service period will be the date immediately following the expiration date of the expired service period. This does not apply to the grandfathered DS3 Group System service offerings.

(D) Discontinuance Without Liability - DS3 Minimum Service Period

Should the recurring charges for a customer's DS3 service increase, in aggregate, by more than 10% from the original recurring charges during the minimum service period, the customer may, at their option, terminate the DS3 service without penalty or liability.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.10 DS3 High Capacity Service (Cont'd)(E) Discontinuance With Liability - DS3 Minimum Service Period

When a DS3 service is discontinued prior to the end of the minimum service period, the customer will be liable for a percentage of the total monthly charges for the remaining portion of the applicable minimum service period. This charge will be based on the rates in effect at the time of disconnect. There are two liability periods for DS3 service, "first liability period" and "subsequent liability period". The "first liability period" is the period beginning from the establishment of the DS3 and is based on the customer's initial commitment term for the DS3. The "subsequent liability period" is the period after the customer's initial commitment term has expired and the customer wants to renew the DS3 service with the existing term period or select a new DS3 term period. The customer's total liability for the "first liability period" or "subsequent liability period" is dependent upon the number of months remaining within the year that the service is discontinued times the liability rate for that year plus the total monthly charges for each annual period remaining in the "first liability period" or "subsequent liability period" times the applicable liability rate. The liability rates for each year of the minimum service period are as follows:

<u>Year In Which Service Is Discontinued</u>	<u>1st Liability Period Rate</u>	<u>Subsequent Liability Period Rate</u>
1	45%	20%
2	30%	20%
3	25%	20%
4	20%	20%
5	20%	20%
6	20%	20%
7	20%	20%

For example, if a customer with a first liability period of seven years discontinues the DS3 service after six months within the 4th year, the customer will be liable for 20% of the total monthly charges for six months, 20% of the total monthly charges for the 6th year and 20% of the total monthly charges for the 7th year.

For example, if DS3 service is disconnected during the subsequent seven year liability period, the customer will be liable for 20% of the total monthly charges for the remaining months for each annual period remaining in the seven year minimum service period.

Customers with a minimum service period arrangement of three years or greater established on or prior to September 17, 1992, who discontinue service are eligible for limitation of the termination liability as set forth below.

Customer liability will be calculated as previously stated but will be limited to:

The dollar difference between 1) the amount the customer has already paid and, 2) any additional charges that the customer would have paid for service if the customer had taken a shorter term offering corresponding to the term actually used.

For example, if a customer with a seven year minimum service period discontinues service six months after the end of the third year, the customer liability will not exceed:

(Three year monthly rate - Seven year monthly rate) x 42 months

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.10 DS3 High Capacity Service (Cont'd)(F) Notification of Discontinuance

Notice of discontinuance must be given by the customer at least thirty days prior to actual discontinuance. Monthly charges will apply for a period of thirty days from the date the Company receives discontinuance notification or until the requested discontinuance date, whichever period is longer.

(G) Upgrade to Higher Speed Service

Customers may elect to upgrade DS3 service(s) to a higher speed during a first liability period or subsequent liability period. The upgraded service will be subject to all appropriate NRCs.

If the following conditions exist, no termination liabilities will be applied:

- Both the existing and the new services are provided solely by the Company.
- The order to discontinue a service at an existing speed or capacity and the order for the upgraded service are received by the Company at the same time.
- The new service will be provided at the same customer location(s) 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 requirements set forth in Section 5.6.4(B)2.

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FACILITIES FOR INTERSTATE ACCESS

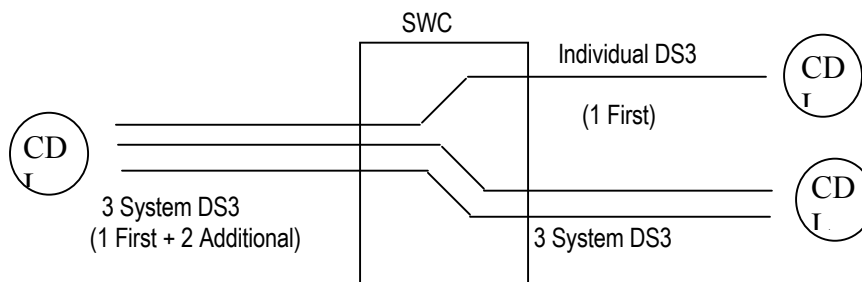
5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.10 DS3 High Capacity Service (Cont'd)(H) DS3 Multiplexer Cross Connect Arrangement

The DS3 Multiplexer Cross Connect Arrangement allows a customer to (1) cross connect digital DS-1 channels from a DS3 Multiplexer to another DS3 Multiplexer or (2) to cross connect digital DS1 channels from a DS3 Multiplexer to an OC-3 CO-Node purchased from Section (20). When the DS3 Multiplexer Cross Connect is applied between a DS3 Multiplexer and an OC-3 CO-Node, applicable Section (20) rate elements are applied in addition to the DS3 Multiplexer Cross Connect. If the DS3 multiplexer is located in a different hub wire center than the other DS3 multiplexer or OC-3 CO-Node, DS1 special transport will apply in addition to the DS3 Cross Connect charge. The customer must provide the (CFA and SCFA) for both multiplexed services or OC-3 CO-Node on the ASR.

The rate as specified in Section 5.7.14 will apply per cross connect arrangement.

(I) Partitioned Billing Arrangement (PBA)

PBA is a service arrangement that allows System DS3 (3 System, Unlimited System, or Group System*) customers to partition the multiple DS3s to a number of CDLs on the other end of the circuit (see diagram below). All rate elements associated with the PBA must be billed to the same customer.



For 3 System DS3s and Unlimited System DS3s ordered under a PBA, each CDL must have a first system SAL. Additional SALs may then be ordered under the normal System terms and conditions.

* Limited to those services so equipped and in service as of March 9, 1999.

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.10 DS3 High Capacity Service (Cont'd)

(I) Partitioned Billing Arrangement (PBA) (Cont'd)

When Group System DS3 Special Transport* is provided as part of a PBA, a Group System DS3 SAL* of the same level (DS3 x 12, DS3 x 24)* must be connected to one end of the Group DS3 Special Transport*. Under a PBA only, DS3 x 12 Group System Special Transport* may be connected to DS3 x 24 Group System Special Transport* at hub wire centers. Also, standard DS3 Special Transport may be connected to either DS3 Group System Special Transport* at hub wire centers. All DS3 Special Transport Terminations apply for each type of DS3 Special Transport.

When ordering a PBA the customer must specify on the ASR the Access Service Group (ASG) and the First System DS3 circuit identification (ECCKT) at both CDLs. Each 3 System DS3 and/or Unlimited System DS3 at a CDL must be ordered as separate PBAs.

Customers with existing DS3 Systems (3 System, Unlimited System, or Group System*) may convert to a PBA. To convert, the customer must issue discontinuance of service ASR(s) for the existing DS3s and establishment of new service ASR(s) for each CDL to be converted to the PBA. If no physical changes to the service(s) are required, no NRCs apply. If any physical changes are required, appropriate NRCs will apply.

* Limited to those services so equipped and in service as of March 9, 1999.

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.11 Optional Payment Plan (OPP)

(A) General

- (1) The terms and conditions specified herein are applicable to FT1 and DDS services. Additional terms and conditions for FT1 OPP are set forth in 5.6.11(H). Additional terms and conditions for DDS are set forth in 5.6.11(I).
- (2) Only the Special Access Line (SAL) rate element is available under an OPP. All other associated rate elements or additional features are available at the standard month-to-month tariffed rates and regulations.
- (3) FT1 OPP SAL rates will not be greater than standard month-to-month SAL rates.
- (4) Three year and five year OPP rates will be equal to or less than the one year OPP rates. Decreases to the one year OPP will flow through to the three year and five year OPP.
- (5) Payment periods of one year, three year, and five years are available to all customers at the applicable rates set forth in 5.7.1(B) regardless of when they subscribe to an OPP arrangement.
- (6) The customer must designate on the ASR the payment period for the OPP.
- (7) Inside moves, provided in accordance with 5.6.4, will not incur termination liability charges.
- (8) Outside moves provided in accordance with 5.6.4(B)(2) will allow the customer to retain the same OPP payment period. Any other move will be treated as a disconnect of the service and termination liability charges will apply.

(B) Changes in Length of OPP Period

Prior to the completion of the selected OPP period, the customer may elect to convert to a new OPP 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 OPP arrangement.
- Nonrecurring charges will not be reapplied for existing service(s).
- If the new OPP period is shorter in length than the time remaining under the existing OPP, the change to the new OPP period constitutes a disconnect of the existing OPP service and termination liability charges apply.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.11 Optional Payment Plan (OPP) (Cont'd)(C) Renewal Options

- (1) At the expiration of an OPP period, the Telephone Company will automatically renew the service at the same OPP period unless the customer chooses to convert to a different OPP period, convert to month-to-month rates (except FiberConnect) or discontinue service.
- (2) Conversion to a different OPP period will require the customer to submit a change order ASR. Conversion to a different OPP period will be allowed without application of any nonrecurring or ordering charges.
- (3) 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.

(D) Notification of Discontinuance

An ASR for discontinuance of an OPP arrangement must be received by the Telephone Company at least thirty (30) days prior to actual disconnect of service. Monthly charges will apply for a period of thirty (30) days from the date the Telephone Company receives disconnect notification or until the requested disconnect date, whichever period is longer.

(E) Upgrade to Higher Speed Service

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

- 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 requirements set forth in 5.6.4(B)(2).
- If the upgrade involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center is the same one associated with the customer designated location.

(F) Termination Liability

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

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

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

Five Year OPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, the customer will be liable for 20% of the total monthly recurring charges in that time period.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.11 Optional Payment Plan (OPP) (Cont'd)

(G) Termination Without Liability

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

(H) OPP for FT1 Service

A customer may change from DS1 OPP service to an FT1 OPP service subject to the following rate applications. Also, a customer may change the number of channels of an N x 56 Kbps or N x 64 Kbps service to another higher value of N (where N = 2, 4 or 6), subject to the following rate applications:

- The changed service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will not apply as long as the changed service remains connected at the same point of termination(s) or meets the requirements of 5.6.4(B)(2).
- If the change involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center is the same one associated with the customer designated location.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.11 Optional Payment Plan (OPP) (Cont'd)

(I) OPP for DDS

- (1) For conversion of existing month-to-month DDS to an OPP arrangement, the customer will be required to submit a change order ASR to convert to the OPP. No service or billing interruption will occur when a customer converts from month-to-month rates to OPP rates. If no other changes to the service are ordered, no charges will apply.
- (2) A customer may upgrade from a DDS OPP to an FT1 OPP subject to the following rate applications:
 - The changed service will be subject to all appropriate nonrecurring charges.
 - Termination liability charges will not apply as long as the changed service remains connected at the same point(s) of termination or meets the requirements of 5.6.4(B)(2).
- (3) A customer may cancel an OPP for DDS in order to replace it with Internet Protocol – Virtual Private Network Dedicated User Network Interface Port With Access Line Connection provided that the total dollar amount of the Extended Service Plan for that service is equal to, or greater than, the total dollar amount remaining in the OPP for the DDS being disconnected. No termination liability charge will apply to such cancellation.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.12 Digital Data Service (DDS) Rate Stability Plan (RSP)

(A) Description

The DDS RSP will allow customers to stabilize their monthly recurring rates (MRCs) for DDS SALs and associated DDS Special Transport. This service is offered for a fixed service period. The RSP allows customers to select a service commitment period during which the rates will be stabilized. The service commitment periods are 3 years or 5 years, which must be specified in writing at the time of enrollment.

The RSP is available to customers who qualify for the Plan's eligibility requirements and agree to the Plan's terms and conditions.

Customers of the Plan will not be subject to Telephone Company initiated rate increases during their service commitment period. Rate changes may occur as a result of FCC action.

DDS RSP rates will not be greater than standard month-to-month DDS SAL rates associated DDS Special Transport rates.

(B) Eligibility Requirement

The eligibility requirement for RSP is a minimum combined national commitment level of 500 DDS SALs. These SALs must be interstate services and provided by the GTOCs in their serving areas. Any associated Special Transport is also subject to the terms and conditions of the RSP.

At an annual review, if the customer has committed to more than the minimum number of 500 SALs required, an allowance of minus 2% or plus 5% will be considered as having met the commitment level.

When the customer elects to enroll in an RSP, they must specify, in writing, the enrollment date (which will be the anniversary date) and the commitment level. The specified enrollment date must be within 30 days of receipt by the Telephone Company. By the specified date, the customer must issue ASRs to add SALs to the RSP and/or convert month-to-month SALs to the RSP to fall within the commitment range specified above.

Besides the eligibility requirement, customers of this plan are also subject to the terms and conditions specified in Section 5.6.12(C).

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.12 Digital Data Service (DDS) Rate Stability Plan (RSP) (Cont'd)(C) RSP Terms and Conditions

- (1) Written notice must be submitted by the customer to change the commitment level of SALs. If, as the result of increasing or decreasing the commitment level, service is changed from the RSP to a month-to-month arrangement or from a month-to-month arrangement to the RSP, an ASR will be required within 30 days for all services changed. Only one RSP will be allowed per customer. Penalties for decreasing the commitment level are discussed in 5.6.12(C)(4).
- (2) Each customer's RSP will be reviewed annually. The customer will be notified in writing as to the status of the RSP. This notification will inform the customer of any RSP SALs that must be converted. If the customer has increased the number of SALs from the initial commitment beyond the range specified in 5.6.12(B), he will have the option of increasing the commitment level for the remainder of the plan. If the customer chooses not to increase the commitment level of SALs for the remaining year(s) of the plan, he must convert the increased number of SALs to standard month-to-month SALs to a level within the range specified in 5.6.12(B). The customer may decrease the commitment level at the time of the annual review and pay the applicable penalties for the amount of SALs being decreased. The customer will have 30 days from the receipt of this notification to convert SALs.
- (3) If a service has two SALs, to include this service as part of the RSP, both SALs must be in the RSP. RSP rates for Special Transport are only applicable when the associated SALs are included in the RSP.

After enrolling in the plan, the customer may add or delete RSP SALs at any time during the plan.

- (4) When the number of RSP SALs at the annual review is less than the acceptable commitment range, penalty charges will apply, based on the difference between the commitment level less 2% and the number of RSP SALs in effect at the annual review. For example, if the commitment level is 100 and the customer has 90 RSP SALs at the time of the annual review, the penalties described below will be applied to the difference of 98 (2% less than 100) and 90, which would be 8 in this example.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.12 Four-Wire Voiceband and Digital Data Service (DDS) Rate Stability Plan (RSP) (Cont'd)

(C) RSP Terms and Conditions (Cont'd)

(4) Continued

The penalty charged is equal to the unweighted average of the customer's applicable RSP Four-Wire Voiceband SAL and DDS SAL monthly rates multiplied by the deficient number of SALs.

(D) RSP Nonrecurring Charges

No nonrecurring charge will apply for the ASRs processed to convert existing SALs to or from the RSP. All applicable Special Access NRCs will apply for ASRs processed to add new SALs. Refer to Section 5.7.1 for Digital Data Service SAL NRCs.

(E) RSP Services

This Plan is offered only for Digital Data Service (DDS).

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.12 Digital Data Service (DDS) Rate Stability Plan (RSP) (Cont'd)

(F) RSP Application

(1) Rate Elements Subject to the Plan

The RSP stabilizes the MRCs for DDS SALs and their associated DDS Special Transport MRCs. The MRCs for these rate elements will not be increased by initiation of the Telephone Company from the rates in effect as of the RSP enrollment date for the duration of the service commitment period. The RSP enrollment date is the date on which the RSP customer signs a written agreement for RSP and otherwise meets the Plan's eligibility requirements.

All RSP customers will pay the same RSP rate at any given point in time. However, each RSP customer will have only one RSP enrollment date, which will apply to all of the customer's rate elements subject to the Plan. This is regardless of whether services were existing and converted to the RSP, added at the time of enrollment, or added subsequently during the RSP service commitment period.

Before the expiration of a customer's RSP service commitment period, the RSP may be replaced by a new RSP at the tariffed rates currently in effect. The customer will not incur any penalties associated with their current plan if the elected service period is equal to or greater than the time remaining on the current RSP. For any new services added to the Plan, the MRCs will be at the rate in effect when the customer elects the new plan. However, billing for these services will not begin until the services have been installed.

The RSP does not apply to NRCs associated with DDS, supplemental features and multiplexing arrangements.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.12 Digital Data Service (DDS) Rate Stability Plan (RSP) (Cont'd)(F) RSP Application (Cont'd)(2) RSP Expiration

- (A) At the end of the service commitment period, the customer may either continue the services at non-RSP rates in effect, elect a new RSP, or exercise the RSP Extension Option (RSP-EX) as described below. If the customer chooses to convert to a new RSP, the new service period will begin the day following the expiration of the old Plan. The RSP rate for the new Plan will be at those in effect at the beginning of the new service period. If the customer fails to make this selection, the Telephone Company will notify the customer and continue one (1) additional month of RSP billing. If the customer does not notify the Company of its intentions within thirty (30) days from the expiration date of the RSP, the services under the plan will revert to general tariffed rates, unless set forth below.
- (B) To qualify for RSP-EX, the customer must meet the following requirements: 1) customer must complete an RSP term; 2) customer must subscribe in writing; and 3) term of the RSP-EX must be equal to that of the customer's current, expiring, or expired plan. Customers who have an RSP that expired within the twelve (12) month period prior to August 7, 2004, may also elect the RSP-EX, provided that such customers, (a) notify the Telephone Company in writing no later than October 6, 2004, of their intention to elect the RSP-EX; and (b) select an RSP-EX term equal to that of their current or expired RSP.
- (C) Customer's RSP-EX rates will be the then prevailing rates of the current, expired, or expiring RSP, as applicable. The RSP-EX shall be effective as of 1) the day following the expiration date of their current plan for those customers (i) whose plan has not yet expired, or (ii) has expired and such customer is within the thirty (30) day period set forth in 5.6.12(F)(2)(A) preceding; or 2) the enrollment date of the RSP-EX for those customers whose plan has already expired within the twelve (12) month period prior to August 7, 2004, and (i) who have renewed their RSP or (ii) who did not renew their RSP within the thirty (30) day period following expiration of their RSP as set forth in 5.6.12(F)(2)(A) preceding.

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5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.12 Digital Data Service (DDS) Rate Stability Plan (RSP) (Cont'd)(F) RSP Application (Cont'd)

(D) All terms and conditions of the RSP as set forth in section 5.6.12 following apply to the RSP-EX with the exception of the following:

- (a) In lieu of the requirement set forth in the second paragraph of Section 5.6.12(B) preceding, at an annual review, an allowance of minus twenty-five (-25%) will be considered as having met the commitment level. When the number of RSP SALs at the annual review is less than the acceptable commitment range, penalty charges will apply based on the difference between the commitment level less twenty-five (25%) and the number of RSP SALs in effect at the annual review. For example, if the commitment level is 100 and the customer has 70 RSP SALs at the time of the annual review, the penalties described above will be applied to the difference between 75 (25% less than 100) and 70, which would result in 5 under this example;
- (b) The customer may reset its commitment level upon electing the RSP-EX. In addition, during any plan year, the customer may reset the commitment level or terminate the RSP-EX by notifying the Telephone Company in writing no later than sixty (60) days prior to the annual review date of the RSP-EX. The termination or change in commitment level shall be effective on the annual review date. Customers who terminate the plan will revert to general tariff rates and terms effective on the annual review date. Customers will not be liable for any penalties for successive years remaining in the RSP-EX from the annual review date on which the plan was terminated. Customer will be liable for penalties or liabilities if the RSP-EX is terminated prior to an annual review date. For example, if customer decides to terminate the RSP-EX during month four of year two of the plan, then customer will be liable for any penalties for failing to meet its commitment in year two as set forth herein. However, under this example, customer will not be liable for any termination liabilities associated with successive years after year two remaining in the RSP-EX.
- (c) The minimum combined national commitment level of 500 Four-Wire Voiceband and DDS SALs as set forth in the first paragraph of Section 5.6.12(B) preceding is not applicable to customers of the RSP-EX.

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5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.12 Digital Data Service (DDS) Rate Stability Plan (RSP) (Cont'd)

(F) RSP Application (Cont'd)

(3) Upgrade to Higher Capacity Service

The customer may upgrade service to a high capacity service during the RSP period. The upgraded service will be subject to all appropriate NRCs.

If both of the following conditions exist, the commitment level will be decreased by the number of RSP SALs that are upgraded to a high capacity service.

- The customer must notify the Telephone Company in writing in addition to issuing an ASR.
- The high capacity service period must be equal to or longer in length than the time remaining under the RSP.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.13 DS1 Term Volume Plans(A) DescriptionOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

The DS1 Term Volume Plan (TVP) allows customers discounts, which are applied to DS1 SALs based upon a volume and term commitment. The customer's DS1 SAL commitment level can be established on a nationwide basis or negotiated between the customer and the Telephone Company (i.e., state basis, regional basis, etc.). The TVP is offered for a 1, 2, 3 or 5 year term commitment period. All of the customer's TVP DS1 SALs will be billed at the same rate, based upon the state where the service is located, the length of the term selected by the customer, and the threshold level in which the commitment quantity falls. All other associated rate elements or additional features are available at the applicable tariffed rates and regulations.

During the TVP term, the customer may elect to increase the term or commitment level of the plan without any Termination Liability, provided there is no lapse of time between the effective date of the increase and the termination of the previously effective term or commitment quantity.

The new term length begins on the same start day as the term length it replaces. There will not be any retroactive adjustments of a discount due to a customer-initiated change in term or commitment quantity.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

The Eight- and Ten-Year DS1 Term Volume Plan (ETTVP) allows customers discounts, which are applied to DS1 SALs based upon a volume and term commitment. The customer elects to enroll in an ETTVP by specifying in writing the enrollment date (which will be the anniversary date) and their volume and term commitment. The customer's DS1 SAL volume commitment level will be 90% of the existing DS1 SALs for all ACNAs included under this Tariff FCC No. 14 jurisdiction. The ETTVP is offered for a 8- or 10-year term commitment period. Time In-Service Credit (TISC) for prior uninterrupted TVP subscription time may be applied toward the 8- and 10-year commitment period for termination liability and rate establishment purposes. All of the customer's ETTVP DS1 SALs will be billed at the state rate in this tariff, based upon the state where the service is located, the length of the term selected by the customer, and the threshold level in which the commitment quantity falls. All other associated rate elements or additional features are available at the applicable tariffed rates and regulations.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.13 DS1 Term Volume Plans (Cont'd)

(B) Rate Application

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

For conversion of existing month-to-month DS1 service to a TVP arrangement, the customer will be required to submit written notification or a change order ASR to convert to the TVP. No service or billing interruption will occur when a customer converts from month-to-month rates to a TVP. If no other changes to the service(s) are ordered, no charges will apply.

If a change involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center and the serving wire center of the customer designated location are the same.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

For conversion of existing month-to-month DS1 service to a ETTVP arrangement, the customer will be required to submit written notification or a change order ASR to convert to the ETTVP. No service or billing interruption will occur when a customer converts from month-to-month rates to a ETTVP. No TISC will be counted for termination liability purposes. If no other changes to the service(s) are ordered, no charges will apply.

If a change involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center and the serving wire center of the customer designated location are the same.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.13 DS1 Term Volume Plans (Cont'd)

(C) Rate Changes

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

Rate changes in the TVP monthly recurring DS1 SAL rates will be passed on to subscribers of the plan. However, during the TVP period, should the rates increase, the customer may, at his/her option, terminate the TVP arrangement without penalty or liability, unless the increase is a result of FCC action.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

Rate changes in the ETTVP monthly recurring DS1 SAL rates will be passed on to subscribers of the plan. However, during the ETTVP period, should the rates increase, the customer may, at his/her option, terminate the ETTVP arrangement without penalty or liability, unless the increase is a result of FCC action.

(D) Threshold Levels

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

Two or more DS1 SALs are required to qualify for a TVP. Rates are applied based on the following DS1 SAL threshold levels: 2-60, 61-120, 121-240, 241-500, 501-1000, 1001-3000, 3001-6000, 6001-11,000 and Over 11,000.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

4000 or more DS1 SALs are required to qualify for an ETTVP. Rates are applied based on the following DS1 SAL threshold levels: 4000-6000; 6001-10,000; 10,001-20,000; 20,001-30,000; and Over 30,000.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.13 DS1 Term Volume Plans (Cont'd)(E) Changes to Commitment Quantity or TermOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

At any time during the plan term, the customer may increase the commitment quantity of DS1 SALs or commitment term to receive a lower threshold rate by submitting written notification to the Telephone Company.

When a penalty is assessed at the annual review, as set forth in 5.6.13(l), the number of DS1 SALs in service will become the commitment quantity for the subsequent years' annual review.

The customer will be entitled to be assessed at a lower DS1 commitment level, without penalty if the Telephone Company sells off its assets in specific states.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

At any time during the plan term, the customer may increase the term volume commitment to receive a lower threshold rate by submitting written notification to the Telephone Company. No termination liability will be assessed provided there is no lapse of time between the effective date of the increase and the termination of the previously effective term or commitment quantity.

The new term length begins on the same anniversary day as the term length it replaces. There will not be any retroactive adjustments of a discount due to a customer-initiated change in term or commitment quantity. For example, if the original term began January 1, 2000 for a 5-year term, and the customer wants to convert to an 8-year plan on November 1, 2003, the anniversary date for the 8-year plan remains January 1, 2000.

The customer will be entitled to be assessed at a lower DS1 commitment level, without penalty if the Telephone Company sells off its assets in specific states.

(F) TVP Plan EnrollmentOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

When the customer elects to enroll in a TVP the customer must specify, in writing, the enrollment date (which will be the anniversary date) and the DS1 SAL commitment quantity. The specified enrollment date must be within 30 days of receipt. By the specified date, the customer must submit a request in writing or issue ASR(s) to add DS1 SALs to the TVP and/or convert month-to-month arrangement DS1 SALs to the TVP to fall within the commitment quantity specified.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

When the customer elects to enroll in an ETTVP the customer must specify, in writing, the enrollment date (which will be the anniversary date) and the term and volume DS1 SAL commitment. The DS1 SAL commitment quantity must be at minimum 90% of the customers actual in-service DS1 SALs at the time of enrollment. The specified enrollment date must be within 30 days of receipt of the written notice. By the specified enrollment date, the customer must submit a request in writing or issue ASR(s) to convert DS1 SALs to the ETTVP and/or convert month-to-month arrangement DS1 SALs to the ETTVP to fall within the commitment quantity specified.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.13 DS1 Term Volume Plans (Cont'd)

(G) Annual Review

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

Each customer's TVP will be reviewed annually. The customer will be notified in writing as to the status of the TVP. If the in-service DS1 SAL quantity falls below the commitment quantity, an allowance of 3% will be considered as having met the commitment quantity. Where the customer does not meet the minimum quantity of DS1 SALs in service, penalties will be assessed as set forth under 5.6.13(l).

If the number of DS1 SALs increase from the initial commitment, the customer will have the option of increasing the commitment level for the remainder of their TVP. If the customer chooses not to increase the commitment level, he/she may convert the increased number of DS1 SALs to a monthly plan or a second TVP plan.

The customer may decrease the commitment level at the time of the annual review and pay the applicable penalties for the amount of DS1 SALs being decreased. Penalties will apply as set forth in 5.6.13(l).

The customer will have 30 days from receipt of notification to convert DS1 SALs. If the customer does not take action during the 30 day period, the commitment level will be automatically changed to the number of TVP DS1 SALs in effect at the annual review.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

Each customer's ETTVP will be reviewed annually. The customer will be notified in writing as to the status of the ETTVP. If the in-service DS1 SAL quantity falls below the commitment quantity penalties will be assessed as set forth under 5.6.13(l).

During the annual review the commitment level will be reset to 90% of existing in-service SALs and cannot fall below the initial 90% commitment quantity at time of enrollment.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.13 DS1 Term Volume Plan (Cont'd)

(H) TVP/ETTVP Conditions

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

If a DS1 service (circuit) consists of two DS1 SALs, both DS1 SALs must be in the TVP.

After enrolling in the plan, the customer may delete or add DS1 SALs rated at the specified term period/threshold level rate at any time during the plan. For example, if the customer subscribes to a 2-year TVP at the 61-120 DS1 SAL threshold level, DS1 SALs may be added at any time at the 2-year 61-120 threshold rate level.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

If a DS1 service (circuit) consists of two DS1 SALs, both DS1 SALs must be in the ETTVP.

After enrolling in the plan, the customer may add DS1 SALs rated at the specified term period/threshold level rate at any time during the plan. For example, if the customer subscribes to an 8-year ETTVP at the 10,001-20,000 DS1 SAL threshold level, DS1 SALs may be added at any time at the 8-year 10,001-20,000 threshold rate level. New DS1 SALs enrolled in the ETTVP after the initial enrollment period must remain in the plan for a minimum period of 12 months. The new DS1 SALs disconnected within the 12-month minimum period will be subject to termination liability of 100% of the MRCs for the remainder of the 12-month period.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.13 DS1 Term Volume Plans (Cont'd)(I) Penalties for Failing To Meet CommitmentOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

When the number of TVP DS1 SALs at the annual review is less than the commitment quantity minus 3%, the penalty will be the lowest TVP rate for the current threshold in the states where the service is located, multiplied by the shortfall multiplied by 4 months.

For example, if the commitment quantity is 100 and the customer has 90 DS1 TVP SALs at the time of the annual review, the penalty described below will be applied to the shortfall difference of 97 (3% less than 100), and 90. Customer has DS1 SALs in California, Pennsylvania and Oregon.

- Current threshold level is 61-120, 5 Year term
- In-service quantity at annual review = 90
- Shortfall is $97 - 90 = 7$
- Penalty is calculated as follows:

$$\$150.00^* \times 7 \times 4 \text{ months} = \$4,200.00 \text{ penalty}$$

* Lowest TVP MRC applied the customer (California rate)

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

When the number of ETTVP DS1 SALs at the annual review is less than the commitment quantity, the penalty will be the average ETTVP MRC per circuit, multiplied by the shortfall multiplied by 6 months.

For example, if the commitment quantity is 9000 and the customer has 8700 DS1 ETTVP SALs at the time of the annual review, the penalty described below will be applied to the shortfall difference of 9000 and 8700. Customer has DS1 SALs in every state.

- Current threshold level is 6001-10,000, 8 Year term
- Commitment quantity is 9000
- In-service quantity at annual review = 8700
- ETTVP monthly billing \$1,070,100
- Average ETTVP MRC per circuit $(\$1,070,100 / 8700) = \123
- Shortfall is $9000 - 8700 = 300$
- Penalty is calculated as follows:

$$\$123.00^* \times 300 \times 6 \text{ months} = \$ 221,400 \text{ penalty}$$

* Average ETTVP MRC (MRC revenue divided by the number of SALs in-service)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.13 DS1 Term Volume Plans (Cont'd)

(J) TVP Nonrecurring Charge

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

Customers subscribing to a TVP will be assessed a nonrecurring charge per DS1 SAL except when converting standard month-to-month DS1 SALs to a TVP.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

Customers subscribing to an ETTVP will be assessed a nonrecurring charge per DS1 SAL installed except when converting standard month-to-month DS1 SALs to an ETTVP.

(K) Changes in Length of a TVP Period

One-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

Prior to the expiration of a TVP period, the customer may elect to convert to a new TVP period of the same or different length, subject to the following conditions:

- no credit will be given for the new payment period for payments made under the original TVP arrangement
- NRCs 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 disconnect of the existing TVP and termination liability charges will apply as set forth under 5.16.13(N).

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

Prior to the expiration of an ETTVP period, the customer may elect to convert to a new ETTVP or TVP period of the same or different length, subject to the following conditions:

- NRCs will not be reapplied for existing service(s)
- if the new ETTVP or TVP period is shorter in length than the time remaining under the existing ETTVP, the change to the new ETTVP or TVP period constitutes a disconnect of the existing ETTVP and termination liability charges will apply as set forth under 5.16.13(N).

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.13 DS1 Term Volume Plans (Cont'd)(L) Renewal OptionsOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

At the expiration of a TVP period, the customer may select a new TVP period or convert to a month-to-month payment plan. If the customer fails to make this selection, the Telephone Company will notify the customer and continue two additional months of TVP billing. If the customer does not select a new payment plan within 60 days from the expiration date, billing will remain at the current threshold level and a new TVP period will begin based on the previously effective term and quantity commitment. All terms and conditions, including Termination Liabilities will apply to the new TVP period.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

At the expiration of an ETTVP period, the customer may select a new TVP period, a new ETTVP period, or convert to a month-to-month payment plan. If the customer fails to make this selection, the Telephone Company will notify the customer and continue two additional months of ETTVP billing. If the customer does not select a new payment plan within 60 days from the expiration date, billing will remain at the current threshold level and a new ETTVP period will begin based on the previously effective term and quantity commitment.

(M) Upgrade to Higher Speed ServiceOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

The customer may upgrade service to a higher speed during a TVP period. The upgraded service will be subject to all appropriate NRCs.

If the following conditions exist, no termination liabilities will be applied for the decreased number of TVP SALs that are upgraded to a higher speed service:

- The customer must notify the Telephone Company in writing, in addition to the ASR.
- The higher speed service period must be equal to or longer in length than the time remaining under the TVP.
- The upgraded service remains connected at the same point(s) of termination.

When TVP DS1 SALs are upgraded to an Optical Networking arrangement, the number of DS1 SALs upgraded will remain in the quantity count for the purpose of determining the applicable threshold level rate.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

The customer may upgrade service to a higher speed during an ETTVP period. The upgraded service will be subject to all appropriate NRCs. To demonstrate that the service has been upgraded, the customer must provide the Telephone Company with order number information including the Purchase Order Number (PON) of the disconnected service and the PON of the related new connect within 30 days of the conversion, after the upgrade has been made. The orders must be placed at the same time with due dates within 60 days of each other.

If the following conditions exist, no termination liabilities will be applied for the decreased number of ETTVP SALs that are upgraded to a higher speed service:

- The customer must notify the Telephone Company in writing, in addition to the ASR.
- The higher speed service period must be equal to or greater in length than the time remaining under the ETTVP.
- The upgraded service remains connected at the same point(s) of termination.

When ETTVP DS1 SALs are upgraded to a DS3 arrangement or to an Optical Networking arrangement, the number of DS1 SALs upgraded will remain in the quantity count for the purpose of determining the applicable threshold level rate.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.13 DS1 Term Volume Plans (Cont'd)(N) Termination LiabilityOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

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

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

Two Year TVP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second year, the customer will be liable for 5% of the total monthly recurring charges in that period.

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, the customer will be liable for 10% of the total monthly recurring charges in that time period.

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, the customer will be liable for 15% of the total monthly recurring charges in that time period.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

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

Eight-Year TVP - With TISC of 5 years, 100% of any remaining DS1 SAL Monthly Recurring Charges (MRCs) for the sixth year recurring charges. In addition, for any remaining portion of the seventh and eighth years, the customer will be liable for 25% of the total monthly recurring charges in that time period. New DS1 SALs which have not met the 12-month minimum period as outlined in section 5.6.14 (H) will only be subject to termination liabilities as outlined in section 5.6.13 (N).

Ten-Year TVP - With TISC of 5 years, 100% of any remaining DS1 SAL MRCs for the sixth year recurring charges. In addition, for any remaining portion of the seventh through tenth years, the customer will be liable for 25% of the total monthly recurring charges in that time period. New DS1 SALs which have not met the 12-month minimum period as outlined in section 5.6.13 (H) will only be subject to termination liabilities as outlined in section 5.6.13 (N).

(O) Termination Without LiabilityOne-, Two-, Three-, Five-Year DS1 Term Volume Plans (TVP)

During a TVP period, should the currently effective rate for a customer's service increase, the customer may, at their option, terminate the TVP arrangement without penalty or liability, unless the increase is a result of FCC action.

Eight- and Ten-Year DS1 Term Volume Plan (ETTVP)

During an ETTVP period, should the currently effective rate for a customer's service increase, the customer may, at their option, terminate the ETTVP arrangement without penalty or liability, unless the increase is a result of FCC action.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.14 E1 (2.048 Mbps) High Capacity Service(A) Minimum Service Periods

E1 (2.048 Mbps) Service is offered under three minimum service periods, each with different rate levels. The minimum service periods are 1, 3 and 5 years. The customer must specify the minimum service period at the time the service is ordered.

The customer may select a longer minimum service period at any time, without penalty or application of nonrecurring charges, to obtain the lower monthly rate associated with a longer minimum service period. When the customer selects this option, he/she will receive full credit for the amount of time that the service was under the shorter minimum period. For example, if a customer ordered a one year minimum service period, then decided after six months to change to a three year minimum service period, the remaining obligation would be a period of 30 months. The new monthly recurring charges will apply beginning with the effective date of the new minimum service period.

(B) Expiration of Minimum Service Period

At the expiration of a minimum service period, the Telephone Company will continue to bill the customer for the same minimum service period rates unless the customer chooses to discontinue or converts to a different minimum service period.

When a customer retains E1 service(s) for the duration of a minimum service period, the termination liabilities expire. As long as the customer makes no physical changes to the configuration of service(s), the customer will no longer be liable for early termination discontinuance charges regardless of the minimum service period rate level.

(C) Discontinuance Without Liability - E1 Minimum Service Period

Should the recurring charges for a customer's E1 service increase, in aggregate, by more than 10% from the original recurring charges during the minimum service period, the customer may, at his/her option, terminate the E1 service without penalty or liability.

(D) Discontinuance With Liability - E1 Minimum Service Period

When E1 service is discontinued prior to the end of the minimum service period, the customer will be liable for a percentage of the total monthly charges for the remaining portion of the minimum service period. This charge will be based on the rates in effect at the time of disconnect. The customer's total liability is dependent upon the number of months remaining within the year that the service is discontinued times the liability rate for that year plus the total monthly charges for each annual period remaining in the minimum service period times the applicable liability rate. The liability rates for each year of the minimum service period are as follows:

<u>Year in Which Service Is Discontinued</u>	<u>Liability Rate</u>
1	50%
2	35%
3	30%
4	25%
5	20%

For example, if a customer with a five year minimum service period discontinues E1 service after six months within the 4th year, the customer will be liable for 25% of the total monthly charges for six months, and 20% of the total monthly charges for the 5th year.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.14 E1 (2.048 Mbps) High Capacity Service (Cont'd)(E) Notification of Discontinuance

Notice of discontinuance must be given by the customer at least thirty days prior to actual discontinuance. Monthly charges will apply for a period of thirty days from the date the Telephone Company receives discontinuance notification or until the requested discontinuance date, whichever period is longer.

5.6.15 High Voltage Protection(A) Description

High Voltage Protection Service is used at customer locations that may require special equipment to isolate or neutralize Ground Potential Rise (GPR) and/or induced voltage caused by faults in the electric power system. GPR is a voltage difference between two or more ground electrodes caused by earth return currents. GPR on cable facilities can occur, for example, when current from lightning surges flow to ground, but GPR often is associated with voltage generated as the power system fault currents flow to ground. Maximum GPR is developed by the percentage of line-to-ground fault current entering earth through electrode impedance.

This feature will provide high voltage isolation for Special Access telecommunications, while enabling the normal transmission between the Telephone Company wire center and the equipment at the customer's location during GPR environment due to electrical power faults.

(B) Provisioning

The Telephone Company shall determine the proper levels of protection required on its network to isolate or neutralize electrical hazard, based on the information provided by the customer. The customer shall provide the Telephone Company, in writing, the technical data necessary for the Telephone Company to determine the high voltage protection requirements, at the time of application for the initial service, additions to, or changes in the existing service. In addition, the customer shall notify the Telephone Company before making changes in the electric supply that will increase the GPR at the location

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.15 High Voltage Protection (Cont'd)

(B) Provisioning (Cont'd)

The technical data for the customer's location shall include, but not be limited to, the following:

- ground grid area in square feet
- ground grid impedance in ohms
- X/R ratio at worst case fault location
- GPR in volts MS

Based on the customer's technical data provided to the Telephone Company, the Telephone Company will provide the necessary high voltage protection equipment at the Telephone Company's demarcation point on the customer's premises and at the remote drainage location. The placement of the equipment by the Telephone Company shall in no way release the customer of its responsibility for damage, loss or claims caused by electrical hazards resulting from the customer's electric power system. The Telephone Company's liability for damage, loss or claims is set forth under 2.1.3.

The customer may elect to furnish the equipment at its premises to isolate or enutralize the electrical hazard subject to the approval of the Telephone Company; however, such approval by the Telephone Company shall not relieve the customer of its responsibility to install or maintain adequate high voltage equipment. The high voltage protection equipment at the customer's location will be exclusively owned either by the Telephone Company or by the customer.

When the customer provides the high voltage equipment at its premise, the Telephone Company will provide the necessary high voltage equipment at the wire center and remote drainage location. The Telephone Company will be responsible up to and including the network interface for the termination of Special Access Services regardless of ownership of the high voltage protection equipment.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.15 High Voltage Protection (Cont'd)

(B) Provisioning (Cont'd)

The Telephone Company will inspect and verify adequacy of the high voltage protection equipment when service is established and at such future times as deemed necessary due to additions, deletions, rearrangements, routine maintenance or for the purpose of verifying the adequacy of the high voltage protection equipment.

(C) Claims and Demands for Damage

The customer shall defend, indemnify and save harmless the Telephone Company from any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment and services associated with high voltage protection equipment furnished by the Telephone Company or with customer equipment when combined or connected with facilities of the Telephone Company.

Services provided by the Telephone Company shall not cause the Telephone Company to become responsible for damage, loss or claims caused by electrical hazards resulting from a customer's electric power system.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.15 High Voltage Protection (Cont'd)(D) Network Outage

Interruptions or outages of services provided to customers may occur for reasons, such as facility damage due to storm loading, vehicle accident, lightning strike, or other acts of God. Circuit failures caused by such events cannot be prevented by services provided in accordance with this service (however, interruptions and service outages due to fault-produced ground potential rise and induction can be minimized). The Telephone Company expressly states that provision of the high voltage equipment cannot prevent such service outages as may normally occur due to the proceeding circumstances. It is the responsibility of the customer to provide sufficient protection to prevent damage caused by such events.

Interruptions or outages due to the effects (GPR and/or induction) of faults in the customer's power generating, transmission and/or distribution system are minimized through the installation and maintenance of high voltage protection equipment which is designed to operate in a fault-produced electrical environment.

(E) Compliance Statement

If the Telephone Company has provided service where high voltage protection is necessary, by the customer or the customer-provided equipment is nonfunctional or inadequate or the customer fails, upon written notice, to establish or reestablish the required high voltage protection equipment or apply for and obtain such protection from the Telephone Company, or keep the Telephone Company informed of changed high voltage requirements, then the Telephone Company will disconnect service 120 days after giving the notice required, as set forth under Section 2.1.8(A).

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.15 High Voltage Protection (Cont'd)

(F) Rate Regulations

(1) Minimum Period

The minimum period for High Voltage Protection is one month.

(2) Rate Elements

(a) Initial Common Equipment

A nonrecurring charge and a monthly rate apply for the initial common (basic) equipment used for the physical connection to the network interface. The Initial Common Equipment can accommodate up to eight Special Access facility terminations at a customer's location.

(b) High Voltage Terminating Equipment

High Voltage Terminating Equipment is required for each Special Access facility termination. A nonrecurring charge and a monthly rate for the High Voltage Terminating Equipment apply in addition to the rates and charges for the Special Access facility as well as the associated Special Access Service regulations.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.16 LAN Extension Service

(A) General

LAN (Local Area Network) Extension Service (LES) provides fiber transport connectivity between two customer designated locations (one of which must be a service provider's point of presence with the other being one of the service provider's end user).

LES is a point-to-point service, offered with a 10Mbps, 100Mbps, 1Gbps Ethernet or 1Gbps Extended Distance interface connection, available where facilities and conditions permit. Where suitable facilities and conditions are not available to provide LES, facilities may be specially constructed subject to the provisions set forth in 2.1.4, Provision of FIA, and 3.1.3, Special Construction, preceding.

(B) Service Description

LES is provisioned over two dedicated fiber strands between the customer designated locations involved where service is delivered over the network interface specified by the customer. The LES network interface converts the optical signal to an electrical Ethernet signal at speeds of 10 Mbps, or 100 Mbps. The 1 Gbps network interface enables LES to be delivered as an optical signal.

The Telephone Company's equipment at the customer's designated premises must be on conditioned power circuits (surge protected); the Telephone Company recommends an uninterrupted power supply (UPS).

No credit allowance for a service interruption is provided with LES.

Service intervals for LES are specified in Section 3.2.1 preceding.

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.16 LAN Extension Service (Cont'd)

(C) Technical Specifications

LES requires the use of single node, fiber optic facilities that meet the following specifications:

1310nm with a loss of 20dB or less for 10Mbps Ethernet
1310nm with a loss of 26dB or less for 100Mbps Ethernet
1310nm with a loss of 18dB or less for 1Gbps Ethernet
1550nm with a loss of 26dB or less for 1Gbps Ethernet (extended distance)

The dB loss is measured to include the special transport facility when applicable and any local and intra-building fibers used in the provision of LES.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.16 LAN Extension Service (Cont'd)(D) Responsibilities and Rights of the Telephone Company

- The Telephone Company will provide the necessary fiber converter at the customer's designated premises to meet the interface requirements specified on the order for service.
- The Telephone Company is responsible for service up to and including the network interface or fiber distributing frame, as applicable. The Telephone Company's responsibility is limited to the furnishing of communications facilities suitable for LES.
- LES will not be available during those times when the Telephone Company must perform software updates and other maintenance. The Telephone Company will provide customers reasonable and timely notification to minimize impacts to the customer's service. The Telephone Company reserves the right to temporarily interrupt LES at other times in emergency situations.
- All other general regulations pertaining to the responsibilities and rights of the Telephone Company as specified in Section 2, preceding also apply.

(E) Responsibilities of the Customer

- The customer is responsible for all wiring and connections of its local area network to the customer side of the network interface or fiber distributing frame, as applicable.
- The LES customer is responsible for the installation, operation and maintenance of any customer provided equipment.
- The customer must provide a protected path for all network fibers on private property, sufficient AC or DC power to network interface equipment, access to all sites as needed by the Telephone Company personnel to perform services and a secure environment for the network equipment.
- The customer must provide a relay rack or wall space for mounting of the network interface device.
- The customer must provide connecting facility assignment (CFA) to which LES will be cross- connected to its Expanded Interconnection Service.
- The customer is responsible for any damage to the Company's network equipment resulting from problems with power provided by the customer at its locations. With the exception of connecting customer provided equipment to the network interface device, the customer may not attempt to modify, adjust or otherwise change Telephone Company owned facilities or network equipment used in the provision of service. The Telephone Company reserves the right to discontinue the provision of LES to a customer who tampers with Telephone Company owned equipment and/or facilities.
- The Telephone Company does not monitor the LES circuit. The customer may perform its own monitoring using surveillance equipment within its own network.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.16 LAN Extension Service (Cont'd)(F) Rate Regulations

- (1) The rates and charges for LES apply as Special Access Line (SAL) and Transport. The LES SAL provides the transmission path to connect a customer designated premises or Expanded Interconnection arrangement to the associated serving wire center. Included as part of the LES SAL is a converter interface arrangement which defines the technical characteristics and transmission rate of the service. LES SALs apply as a monthly recurring rate and nonrecurring charge for each SAL provided. LES Transport applies as a recurring monthly charge for the airline distance between the serving wire centers associated with the locations involved.
- (2) LES Term Plans
 - (a) LES is provided with a term plan of 3 or 5 years. The customer must specify the term plan selected in its order for service. The LES Cross Connect rate element associated with terminating LES at an Expanded Interconnection Service arrangement are provided on a month-to-month basis and will not be included in the term plan for the associated service.
 - (b) At any time during the term commitment period, the customer may replace LES with LES of a higher transmission rate without incurring termination liability on the LES being replaced, provided that the term plan of the replacing LES is equal to, or greater than, the term commitment period of the plan being replaced.
 - (c) At any time during the term commitment period, the customer may convert to a new LES term plan of the same or different term commitment, subject to the following:
 - No time-in-service credit will be granted for the period of time the replaced term commitment period was in effect.
 - Termination liability will not apply to the plan being replaced, provided that the term commitment period of the replacing plan is equal to or longer than the term commitment period being replaced.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.16 LAN Extension Service (Cont'd)

(F) Rate Regulations(Cont'd)

(2) LES Term Plans (Cont'd)

- (d) All rate elements associated with LES must be under the same term plan with the same term commitment period.
 - (e) At expiration of the term commitment period, the prevailing rates for the current plan will continue until the customer cancels service or requests a new term plan.
 - (f) If service is disconnected in whole or in part prior to the end of the selected term commitment period, termination liability equal to the applicable monthly rate for the service multiplied by the number of months remaining in the unexpired portion of the term plan will apply. Minimum period charges as set forth in Section 2.4.2 preceding may also apply.
 - (g) Termination liability will not apply if the customer disconnects service due to a Telephone Company initiated rate increase. Within sixty calendar days of the rate increase, the customer must notify the Telephone Company in writing of its intent to disconnect service due to the increased rate and must disconnect the service within ninety calendar days of the rate increase.
- (3) Cancellation of a LES order in whole or in part prior to the establishment of service is subject to the cancellation charges set forth in Section 2.4.3 preceding.
 - (4) A move in the point of termination of LES is subject to the regulations set forth in Section 5.6.4(B), preceding.
 - (5) The minimum period for LES is three years. LES Special Access Lines and LES Special Transport are subject to a three-month minimum period.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.17 DS3 Term Volume Plan(A) Description

- (1) The DS3 Term Volume Plan (**DS3 TVP**) provides a customer with discounted monthly recurring rates for DS3 Special Access Line (**SAL**) rate elements based upon a term commitment and a committed number of DS3 SALs (**DS3 Commitment Quantity**). The DS3 Commitment Quantity represents the total number of DS3 SALs that the customer commits to the DS3 TVP, regardless of the total number of DS3 SALs that the customer currently has in-service in the operating territories of this tariff. Only one DS3 Commitment Quantity is allowed for the DS3 TVP. The DS3 Commitment Quantity (along with the Term Commitment as defined in (A)(2) following) determines the Commitment Level and corresponding rates applicable to the DS3 SALs included in the TVP. Commitment Levels are described in (C) following (**Commitment Level**).
- (2) The DS3 TVP is offered for a 3, 5, or 7 year term commitment period (**Term Commitment**). Upon subscription to the DS3 TVP, all of the customer's DS3 that are eligible for inclusion in the DS3 TVP (whether or not such DS3s are actually included in the Commitment Level) will be billed at the applicable DS3 TVP rate level. The applicable DS3 TVP rate level corresponds to the length of the Term Commitment selected by the customer and a Commitment Level as determined by the DS3 Commitment Quantity. For example, if a customer commits 51 DS3 circuits to a 3 year Term Commitment under this DS3 TVP, but has a total of 150 DS3 circuits in-service, the customer will receive a rate corresponding to a Term Commitment of 3 years for a Commitment Level of 50-149 DS3 circuits for all 150 DS3 circuits.
- (3) During the DS3 TVP term, the customer may elect to increase the DS3 Commitment Quantity in accordance with (G) following, the Term Commitment in accordance with (H) following, or both.
- (4) The regulations and rates set forth in this Section 5.6.17 apply only to the DS3 SAL rate elements for Eligible DS3 Services, as defined in (D)(1) following, under a DS3 TVP. All other rate elements or additional features associated with the service are provided at the rates and regulations set forth elsewhere in this tariff as they may apply to those associated rate elements or additional features.

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Chief Financial Officer
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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.17 DS3 Term Volume Plan (Cont'd)(B) DS3 TVP Enrollment and Conversion of DS3 Services

- (1) A customer wishing to subscribe to a DS3 TVP must submit a written request to the Telephone Company. The written request must be submitted in a manner designated by the Telephone Company, and must include all of the following.
 - (a) The enrollment date for the DS3 TVP. This is the date on which DS3 TVP rates will commence and serves as the anniversary date for the DS3 TVP for the purpose of administering the Annual Review described in (E) following. The enrollment date must be within thirty (30) calendar days of the Telephone Company receiving the customer's written subscription to DS3 TVP.
 - (b) The DS3 Commitment Quantity for the DS3 TVP. The DS3 Commitment Quantity shall be the number of DS3 SALs that the customer includes in the DS3 TVP and shall correspond to a Commitment Level as described in (C) following. In order to subscribe to DS3 TVP, a minimum of twenty (20) DS3 SALs must be committed to the DS3 TVP.
 - (c) The Term Commitment for the DS3 TVP. Term Commitment periods of 3-years, 5-years, or 7-years are offered.
 - (d) The Access Customer Name Abbreviations (**ACNAs**) to include in the DS3 TVP. Customer must own or have the right to utilize all the ACNAs subscribed to this DS3 TVP, and must otherwise comply with the terms and conditions of this tariff. Subsequent to initial subscription, additional ACNA(s) may be included in the DS3 TVP so long as the customer complies with the terms and conditions set forth in this tariff. Such requests must be made in the same manner and by providing the same information required for initial subscription under this (B) (1). The DS3 Commitment Quantity and the resulting Commitment Level must be increased to include the additional SALs associated with the addition of any ACNA(s). The increased Commitment Level will apply through the end of the Term Commitment. No adjustment to prior billing will be made, and no credits will be given based on the new Commitment Level as set forth in (G) following.
 - (e) Request for Time-in-Service Credit (**TISC**). TISC is described in (K) (2) following. TISC must be requested by the customer in writing and agreed to by the Telephone Company prior to the enrollment date of the DS3 TVP. The customer must request TISC in its initial subscription under this (B) (1) and the request must include all of the information specified in (K) (2) following. No requests for TISC will be accepted after the enrollment date of the DS3 TVP.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.17 DS3 Term Volume Plan (Cont'd)

(B) DS3 TVP Enrollment and Conversion of DS3 Services (Cont'd)

- (2) When an Eligible DS3 Service (as described in (D)(1) following) under a term plan is discontinued in order to include the DS3 SAL in the DS3 TVP, no termination penalty will apply for early termination of that DS3 Service. TISC under (K)(2) following may be available for the time that the DS3 SAL was under a term plan prior to conversion to the DS3 TVP.
- (3) Where there is no service interruption, billing interruption or other changes to an existing service being converted to the DS3 TVP, nonrecurring charges do not apply for the conversion.
- (4) If the customer converts a service that is not an Eligible DS3 Service, as defined in (D)(1) following, (such as DS3 Unlimited System) to a service that is an Eligible DS3 Service, as defined in (D)(1) following, such conversion will be treated as a disconnection of the existing service and installation of a new service and all applicable charges, terms and conditions will apply. The new TVP eligible service will be included in the in-service quantity count as of the order completion date for the conversion, and the applicable DS3 TVP rates will apply as of that date.

(C) Commitment Levels

The DS3 Commitment Quantity as specified by the customer determines the Commitment Level for the DS3 TVP. The Commitment Level determines the rates applicable to all DS3 SALs included in the DS3 TVP. These rates are arranged in tiers based on the Commitment Level (shown in parentheses below).

- Commitment Level 1 (20 DS3 SALs – 49 DS3 SALs)
- Commitment Level 2 (50 DS3 SALs – 149 DS3 SALs)
- Commitment Level 3 (150 DS3 SALs – 274 DS3 SALs)
- Commitment Level 4 (275 DS3 SALs – 499 DS3 SALs)
- Commitment Level 5 (500 DS3 SALs or more)

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.17 DS3 Term Volume Plan (Cont'd)

(D) Terms and Conditions

- (1) The DS3 TVP includes only SALs associated with Protected Individual DS3s without Company Electronics or Protected Individual DS3s with Company Electronics. No other DS3 offerings as set forth in this or other sections of this tariff will be included in the DS3 TVP.
- (2) Subsequent to initial enrollment to the DS3 TVP under (B) preceding, the customer may, at any time during the Term Commitment, purchase additional DS3 SALs which are Eligible DS3 Services, each of which shall be automatically included in the DS3 TVP. The additional SALs will be billed at the same rate level as all of the other DS3 SALs in the DS3 TVP. Rate levels for DS3 SALS in a DS3 TVP are determined by the Term Commitment and DS3 Commitment Quantity for the TVP. The addition of new DS3 SALs does not change the DS3 Commitment Quantity.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.17 DS3 Term Volume Plan (Cont'd)(E) Annual Review

- (1) On the anniversary date of the customer's DS3 TVP, the Telephone Company will conduct an Annual Review to determine if the customer has met its DS3 Commitment Quantity of DS3 SALs for the prior twelve (12) months. For purposes of conducting the Annual Review, the Telephone Company will develop an average number of DS3 SALs that were in-service over the prior 12 months by first summing the actual number of DS3 SALs that were in-service for each of the prior 12 months and then dividing that total by twelve (12). The anniversary date shall be determined as set forth in (B) (1) (a) preceding.
- (2) For purposes of the Annual Review, an allowance of up to three percent (3%) below the committed number of in-service DS3 SALs (rounded to the nearest DS3) will be considered as having met the DS3 Commitment Amount. The DS3 Commitment Quantity less the three percent (3%) allowance shall be defined as the **Minimum DS3 Commitment Quantity**. For example, the Minimum DS3 Commitment Quantity for 48 DS3 SALs is considered to be met if the average number of in-service DS3 SALs determined at the Annual Review is no less than 47 (e.g., 48 DS3 SALs less 3% allowance = 46.56 and then rounded up to 47 SALs). The average number of in-service DS3 SALs determined at the Annual Review may exceed the DS3 Commitment Quantity, subject to (E) (4) and (E) (5) following.
- (3) Where the average number of in-service DS3 SALs at the time of the Annual Review is less than the Minimum DS3 Commitment Quantity determined in (E) (2) preceding (i.e., customer has not met its DS3 Commitment Quantity, less the 3% allowance), a penalty as set forth under (F) following will be assessed.
- (4) Where the average quantity of in-service DS3 SALs at the time of the Annual Review is equal to the customer's Minimum DS3 Commitment Quantity (i.e., customer has met its DS3 Commitment Quantity, less the 3% allowance), or exceeds the DS3 Commitment Quantity by no more than thirty percent (30%), no penalty applies. The current DS3 Commitment Quantity will continue for the remainder of the TVP Term Commitment unless otherwise adjusted under this Section (E) and (G) following.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.17 DS3 Term Volume Plan (Cont'd)(E) Annual Review (Cont'd)

- (5) Where the average quantity of in-service DS3 SALs at the time of the Annual Review exceeds the DS3 Commitment Quantity by more than thirty percent (30%), the DS3 Commitment Quantity will be automatically reset by the Telephone Company to a level that is equal to the existing DS3 Commitment Quantity of DS3 SALs plus 50% of the number of DS3 SALs that are in excess of the current DS3 Commitment Quantity rounded to the next DS3 SAL. For example, if the existing DS3 Commitment Quantity at the time of Annual Review is 100 DS3 SALs, and the average in-service quantity at the time of Annual Review is 137 DS3 SALs, the new DS3 Commitment Quantity will be set at 119 SALs ($100 + (37 \times .5) = 118.5$ DS3 SALs rounded to the nearest whole number) and will apply for the remainder of the Term Commitment unless otherwise adjusted under this Section (E).
- (6) Within thirty (30) days after completion of an Annual Review, the customer has the option to reduce its DS3 Commitment Quantity under the Buy Down option described in (G) (4) following. Should the Annual Review result in the automatic increase of the DS3 Minimum Commitment Quantity as described in (E)(5) above, such increase will be applied before the customer may exercise the Buy Down option.. The reduced Commitment Level will be utilized for administering the terms and conditions in this Section 5.6.19 for the remainder of the Term Commitment. Buy Down provisions will be applied after application of any Shortfall Penalties due as a result of that Annual Review. The customer's exercise of the Buy Down provisions shall not relieve the customer of any Shortfall Penalties that are assessed by Telephone Company prior to the exercise of the Buy-Down. No adjustment to prior billing will occur, and no credits will be given for reduction to the DS3 Commitment Quantity under the Buy Down option.

(F) Shortfall Penalties for Failing To Meet the Commitment Level

When the average number of in-service DS3 SALs at the Annual Review is less than the Minimum DS3 Commitment Quantity, as determined in (E)(2) preceding, a shortfall penalty applies. The shortfall penalty is calculated by multiplying the following:

- (i) TVP rate for the predominant service type purchased by the customer (for example, if sixty percent (60%) of the customer's DS3 SALs included in the DS3 TVP are End User DS3 SALs with Company Electronics, then the rate for End User DS3 SALs with Company Electronics shall apply) by
- (ii) The Minimum DS3 Commitment Quantity minus the average in-service quantity of DS3 SALs by
- (iii) twelve (12) months

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.17 DS3 Term Volume Plan (Cont'd)(F) Shortfall Penalties for Failing To Meet the Commitment Level (Cont'd)

For example, a customer that has predominantly End User DS3 SALs with Company Electronics would incur the following shortfall penalty if it failed to meet its Minimum DS3 Commitment Quantity as calculated under (E) (2) preceding at the Annual Review. Assume the following circumstances occurred.

- Current commitment is 101 circuits.
- Average quantity of In-service DS3 SALs at Annual Review = 90
- Minimum DS3 SAL requirement is 101 less 3%, or 98 circuits
- Shortfall is $98 - 90 = 8$
- Rate for predominant type of DS3 SAL is \$975
- Shortfall penalty amount is $8 \times \$975 \times 12 = \$93,600$

(G) Changes to Commitment Level

- (1) At any time during the Term Commitment, the customer may increase the DS3 Commitment Quantity to achieve a higher Commitment Level. Such request must be submitted in writing to the Telephone Company in accordance with the same requirements used for initial enrollment to DS3 TVP under (B) preceding. The rates associated with the increased DS3 Commitment Quantity are effective upon the enrollment date specified in the customer's written subscription to increase the DS3 Commitment Quantity. No retroactive adjustment prior to the subscription date for the increased DS3 Commitment Quantity will be made for any additional discount that may be associated with the customer-initiated increase in Commitment Level.
- (2) When the DS3 Commitment Quantity for the TVP is reduced under (G) (4) following for a Buy-Down of the DS3 Commitment Quantity, the DS3 Commitment Quantity resulting from the Buy-Down will become the DS3 Commitment Quantity for determining the Commitment Level and rates going forward, and DS3 Commitment Quantity for the Annual Review(s) going forward.
- (3) In the event that the Telephone Company sells off its assets in a specific state(s) and ceases to provide DS3 SALs currently included in the TVP, the customer has the option to reduce its DS3 Commitment Quantity up to the affected number of DS3 SALs without penalty. If this reduction moves the customer to a different Commitment Level, the rates associated with the new Commitment Level will apply going forward. For example, if the customer has a DS3 Commitment Quantity of 155 DS3 SALs and the Telephone Company sells its assets with ten (10) affected DS3 SALs, the customer may reset its DS3 Commitment Quantity at any point between 155 and 145 without penalty, providing the customer notifies the Telephone Company in writing.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.17 DS3 Term Volume Plan (Cont'd)(G) Changes to Commitment Level (Cont'd)

- (4) Within 30 days after completion of the Annual Review, the customer may reduce (**Buy-Down**) its DS3 Commitment Quantity. Customers may exercise the Buy-Down option by notifying the Telephone Company in writing and paying an amount equal to twenty percent (20%) of the recurring monthly charges for the remainder of the Term Commitment for each DS3 SAL that is removed from the DS3 Commitment Quantity. The monthly rate used to calculate the Buy-Down penalty is the DS3 SAL rate for the predominant type of DS3 SAL as defined in (F) preceding. The following is an example of calculation of the Buy-Down option. Assume the following:

Monthly rate for the predominant type of DS3 SAL is the End User SAL with Company Electronics at:	\$975
Remaining months in plan:	36
Number of circuits reduced:	8

The Buy Down amount would be $\$975 \times 36 \times 8 \times 20\%$ Buy Down = \$56,160.

(H) TVP Term Commitment Extension Option

- (1) Prior to expiration of its DS3 TVP, the customer may convert its existing DS3 TVP to a new DS3 TVP of equal or greater Term Commitment. The effective date of the conversion to a new DS3 TVP of equal or greater Term Commitment will be the subscription date for the new DS3 TVP. Written subscription for the conversion must be submitted by the customer in the same manner as an initial subscription as described in (B) preceding. The customer may request Conversion Time-In-Service-Credit (**C-TISC**) for the period of time that the prior DS3 TVP was in effect, beginning with the date of subscription to the prior DS3 TVP and ending with the date of subscription to the new DS3 TVP. C-TISC reduces the time for which the new DS3 TVP is subject to termination liability under (K) following. For example, if a customer converts to a new five (5) year DS3 TVP after the first twenty-four (24) months of a three (3) year Term Commitment, the customer is eligible for up to 24 months of C-TISC. The amount of C-TISC must be specified by the customer at the time of subscription to the new plan in accordance with (K) (2) following.
- (2) Prior to expiration of its DS3 TVP Term Commitment, if the customer converts its existing DS3 TVP to a new DS3 TVP of lesser Term Commitment than its current DS3 TVP, this will be a discontinuance of the current DS3 TVP and termination liability will apply as described in (K) following. The customer will be deemed to have subscribed to a new DS3 TVP with the lesser Term Commitment effective on the date of disconnection of the existing DS3 TVP. All Terms and Conditions in this Section 5.6.17 will apply to such new DS3 TVP with the lesser Term Commitment.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.17 DS3 Term Volume Plan (Cont'd)

(I) TVP Renewal Options

- (1) At the expiration of the TVP Term Commitment, the customer may select a new DS3 TVP or may convert to any other payment plan offered in this tariff for DS3 Service. If the customer fails to make an election, the Telephone Company will continue DS3 TVP billing based on the current Commitment Level and Term Commitment for sixty (60) calendar days beyond the scheduled expiration date of the DS3 TVP or until an election is made.
- (2) If the customer does not select a new DS3 TVP or convert to another payment plan within sixty (60) calendar days beyond the scheduled expiration date, the current DS3 TVP will be automatically renewed at the DS3 Commitment Quantity and Term Commitment in effect on the expiration date, and a new DS3 TVP term will begin. The effective date of the new DS3 TVP is the same date on which the old DS3 TVP expires.
- (3) All terms and conditions under this Section 5.6.17, including termination liabilities, will apply to the renewed DS3 TVP.
- (4) If the customer chooses to convert to a term plan option other than a DS3 TVP, this election will be treated as a disconnect of the existing service and installation of a new service, and all applicable rates, terms, conditions, ordering processes, and obligations associated with the new service option will apply. However, installation charges do not apply to those DS3 SALs that are in service on the date that they are converted from the DS3 TVP to the other term plan.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.17 DS3 Term Volume Plan (Cont'd)(J) Upgrade to Equal or Higher Speed Service

- (1) During the Term Commitment, the customer may upgrade DS3 service under a DS3 TVP to an equal or higher speed service by disconnecting the DS3 Service under the DS3 TVP and installing the upgraded service in accordance with the terms and conditions for that service. The upgraded service is subject to all terms, conditions, rates, and charges for the upgraded service as specified in the applicable sections of this tariff.
- (2) Customer will qualify for adjustment of their DS3 Commitment Quantity, as set forth in (J) (3) following, if customer is unable to meet the Minimum DS3 Commitment Quantity and is subject to shortfall penalties as a direct result of its discontinuation of DS3 SALs which are upgraded to an equal or higher speed service. Customer will qualify for such adjustment to its DS3 Commitment Quantity only if the following terms and conditions are met:
 - (a) Both the discontinued service and the upgraded service are provided solely by the Telephone Company under this tariff.
 - (b) The total bandwidth of the upgraded service is equal to or greater than the total bandwidth of the discontinued service. For example, if two (2) in-service DS3 SALs are discontinued and replaced by an OC-3 level SONET service (equivalent to 3 DS3s), the customer would be eligible to receive credit for two (2) DS3 SALs under this provision.
 - (c) The orders to disconnect the existing service and install the upgraded service are placed at the same time and with due dates that are within ninety (90) days of each other.
 - (d) The Term Commitment for the upgraded service must be equal to or greater than the Term Commitment for the discontinued service, except when an equal to or greater than Term Commitment period is not available under the upgraded service, in which case the longest Term Commitment period offered on the upgraded service must be selected.
 - (e) The originating and terminating locations of the service being upgraded are the same originating and termination locations for the replaced (upgraded) service.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.17 DS3 Term Volume Plan (Cont'd)(J) Upgrade to Equal or Higher Speed Service (Cont'd)

- (3) In addition to (2) (a) through (e) preceding, the customer must provide written notice of the upgrade to the Telephone Company for its use during the Annual Review. Written notification must be made at the time the customer orders the upgrade and/or thirty (30) calendar days following the Annual Review as described in (E) preceding. The notification must be received by the Telephone Company within the allotted time, or the customer may be subject to a shortfall penalty if it fails to meet the Minimum DS3 Commitment Quantity for the Annual Review period. Such notice must include order number information, including the purchase order number (**PON**), of each disconnected service that was upgraded during the Annual Review period. Failure to provide written notification to the Telephone Company within the allotted time will result in the customer forfeiting any credit for the upgrade that would otherwise apply.
- (4) DS3 SALs that qualify as upgrades under (1) through (3) preceding will be added to the customer's actual in-service DS3 SAL counts for the purpose of determining whether the customer met the Minimum DS3 Commitment Quantity for the remainder of the TVP term. For example, if the customer has a DS3 Commitment Quantity of 155 DS3 SALs and is eligible for 20 DS3 SAL upgrades to a high speed service, the customer will have met the Minimum DS3 Commitment Quantity if their average in-service quantity of DS3 SALs is equal to or greater than 130 DS3 SALs (e.g., 155 less 3% (5 DS3 SALs) less 20 DS3 SALs equals 130 DS3 SALs).

(K) Termination Liability

- (1) When the entire DS3 TVP is discontinued prior to the end of the Term Commitment, termination liability applies to each DS3 SAL that is in-service on the date of discontinuance. Termination liability charges apply from the date of discontinuance to the end of the Term Commitment of the DS3 TVP. When applicable, termination liability is equal to one hundred percent (100%) of the total monthly recurring charges for the remaining portion of the first year and fifteen percent (15%) of the total monthly recurring charges for the remainder of the Term Commitment. The monthly rates used to calculate termination liability are the monthly rates that would otherwise apply had the DS3 TVP not been discontinued (i. e., charges based on current Commitment Level and Term Commitment at the time of discontinuance).

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.17 DS3 Term Volume Plan (Cont'd)(K) Termination Liability (Cont'd)(2) TISC

- (a) TISC reduces the time for which the new DS3 TVP is subject to termination liability under (K)(1) preceding. TISC will be granted based on the longest in service time of any DS3 circuit being converted and the Term Commitment of the TVP as shown in the following table:

<u>DS3 SAL Time In-Service</u>	<u>TVP Plan Term</u>	<u>TISC Allowance</u>
24 to 36 months	3 Years or Longer	6 months credit
Over 36 months	3 Years	6 months credit
Over 36 months	5 Years or Longer	12 months credit

For example, if the customer had SALs with in service times of 11 months, 18 months, 26 months, and 48 months and subscribed to a 3-Year TVP, they would be eligible for 6 months of TISC, as set forth in the table above. If that same customer subscribed to a 5-Year TVP, they would be eligible for 12 months TISC.

- (b) In order to receive TISC, the customer must have requested TISC at the time of initial subscription to the DS3 TVP under (B) preceding by providing the circuit ID and Service Establishment Date (**SED**) of the qualifying circuit.
- (c) The maximum amount of TISC available under this Section 5.6.17 is twelve (12) months. TISC will be applied to the end of the Commitment Period. TISC reduces the number of months from the end of the selected Commitment Period to which termination liability charges are applicable for the purposes of calculating any Termination Liability that may be applied under this Section (K). For example, if the customer qualifies for 12 months of TISC as described above, and cancels a 5-Year (60 months) TVP in the 36th month of the plan, the termination liability will be calculated as if the Term Commitment for the TVP was 48 months. The customer would be liable for 12 months of Termination Liability at 15% of the applicable rate.
- (d) The customer may also receive C-TISC as a result of converting its DS3 TVP to a new DS3 TVP under (H) preceding. For example, if the customer in the example described in (K)(2)(c) preceding was also eligible for 12 months of C-TISC (i.e., 12 months of TISC and 12 months of C-TISC), the total credit received by the customer would be 24 months. Termination liability would be calculated as if the Commitment Term of the TVP were: 60 months original Term Commitment – 24 months total TISC = 36 months, and no Termination Liability charges would apply.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.6 Rate Regulations (Cont'd)5.6.17 DS3 Term Volume Plan (Cont'd)(L) Termination Without Liability

- (1) Subject to the terms and conditions set forth in this Section 5.6.17, including any shortfall penalties that might apply for failing to meet the Minimum DS3 Commitment Quantity, Minimum Period charges, and all other applicable requirements and penalties as set forth in other sections of this tariff, individual DS3 SALs may be disconnected under the DS3 TVP without the application of termination liability charges.
- (2) In the event the Telephone Company initiates a rate increase and the total discounted monthly billing for the affected service type increases by eight percent (8%) or more, the customer may cancel the DS3 TVP without the application of termination liability, as set forth in (K) preceding. The customer must exercise its option to cancel the DS3 TVP under these conditions by providing written notice to the Telephone Company within thirty (30) calendar days of the date of the effective rate increase.

(M) Minimum Period Charges

A one (1) year minimum period will apply to all new DS3 SALs that are added after the DS3 TVP enrollment date. If such service is disconnected prior to completion of the first year following establishment of such service, a charge equal to 100% of the monthly recurring charge for such service applies for the balance of the minimum period. Minimum period charges are in addition to any termination liabilities that may be assessed in accordance with (K)(1) preceding, and no Time in Service Credits are applicable for the minimum period. For example, assume that the customer subscribes to DS3 TVP on the first day of January and subsequently orders a new service under its DS3 TVP on the first day of February in the same year. Also assume that the customer disconnects that same service seven (7) months later and that the monthly recurring charge for that service at the time of the disconnection is \$900. Further, assume that the customer continues to be enrolled in its DS3 TVP. The Minimum Period Charge will be the five (5) remaining months x \$900 = \$4,500 Minimum Period liability. DS3 SALs that are already in-service at the time of initial subscription to TVP are not subject to the 1 year minimum period under this (K)(3).

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.17 DS3 Term Volume Plan (Cont'd)

(N) Rate Changes

The Telephone Company may change rates for any or all of the DS3 TVP SAL rate elements at any time. Subject to the provisions of (L) (2) preceding, the new rates will apply for the remainder of the TVP Term.

(O) TVP Nonrecurring Charge

With the exception of converting an existing DS3 SAL to a DS3 TVP under (B) (3) preceding, nonrecurring charges apply as specified in this or other sections of this tariff.

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)5.7 Rates and Charges (Cont'd)5.7.1 Digital Data Service Facilities* (Cont'd)
(2.4, 4.8, 9.6, 19.2, 56, 64 Kbps)(B) DDS Optional Payment Plan

<u>All Speeds Nonrecurring Charge</u>	<u>Special Access Line</u> 2.4, 4.8, 9.6, 19.2, 56, 64 Kbps <u>Monthly Rates</u>		
	(SLHF1)	(SLHF3)	(SLHF5)
	<u>1 Year MRC</u>	<u>3 Year MRC</u>	<u>5 Year MRC</u>
	\$ 0.00	\$ 114.73	\$ 108.95

<u>Special Access Line</u> 56, 64 Kbps <u>Monthly Rate</u>		
<u>1 Year MRC</u> (LCYF1)	<u>3 Year MRC</u> (LCYF3)	<u>5 Year MRC</u> (LCYF5)
\$ 114.73	\$ 108.95	\$ 103.17

* Rate applicable on Saipan only - all other islands are ICB.

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)5.7 Rates and Charges (Cont'd)5.7.2 High Capacity DS1 (1.544 Mbps) Facilities*(A) Standard Arrangements

Special Access Line
Nonrecurring
Charge

\$ 450.00

Special Access Line
Monthly
Rate
(EUW)
(1XCDX)

\$ 250.00

Special Transport Termination
Monthly Rate
(TRG)

\$ 39.16

Special Transport (Per Airline Mile)
Monthly Rate
(1LFSX)

\$ 15.37

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.7 Rates and Charges (Cont'd)5.7.3 DS1 Term Volume Plan (TVP)*(A) Special Access Line, Per DS1 SAL(1) One Year Term

Nonrecurring Charge, <u>All Thresholds</u>	<u>Monthly Rate</u> <u>DS1 SAL</u> <u>Threshold Levels</u> <u>(EU7VX)</u> <u>(NRBVR)</u>		
	<u>2-60</u>	<u>61-120</u>	<u>121-240</u>
\$ 450.00	\$ 200.00	\$ 190.00	\$ 180.00

<u>Monthly Rate</u> <u>DS1 SAL</u> <u>Threshold Levels</u> <u>(1X7VX)</u> <u>(NRBVR)</u>			
\$ 450.00	\$ 200.00	\$ 190.00	\$ 180.00

<u>Monthly Rate</u> <u>DS1 SAL</u> <u>Threshold Levels</u> <u>(EU7VX)</u> <u>(1X7VX)</u>					
<u>241-500</u>	<u>501-1000</u>	<u>1001-3000</u>	<u>3001-6000</u>	<u>6001-11,000</u>	<u>Over 11,000</u>
\$ 170.00	\$ 168.00	\$ 166.00	\$ 164.00	\$ 162.00	\$ 160.00

* Rates applicable on Saipan only - all other islands are ICB.

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.7 Rates and Charges (Cont'd)5.7.3 DS1 Term Volume Plan (TVP)* (Cont'd)(A) Special Access Line, Per DS1 SAL (Cont'd)(2) Two Year Term

Monthly Rate
DS1 SAL
Threshold Levels
(EU7VX)
(NRBVR)

Nonrecurring Charge.

<u>All Thresholds</u>	<u>2-60</u>	<u>61-120</u>	<u>121-240</u>
\$ 450.00	\$ 190.00	\$ 180.00	\$ 170.00

Monthly Rate
DS1 SAL
Threshold Levels
(1X7VX)
(NRBVR)

Nonrecurring Charge.

<u>All Thresholds</u>	<u>2-60</u>	<u>61-120</u>	<u>121-240</u>
\$ 450.00	\$ 190.00	\$ 180.00	\$ 170.00

Monthly Rate
DS1 SAL
Threshold Levels
(EU7VX)
(1X7VX)

<u>241-500</u>	<u>501-1000</u>	<u>1001-3000</u>	<u>3001-6000</u>	<u>6001-11,000</u>	<u>Over 11,000</u>
\$ 160.00	\$ 158.00	\$ 156.00	\$ 154.00	\$ 152.00	\$ 150.00

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.7 Rates and Charges (Cont'd)5.7.3 DS1 Term Volume Plan (TVP)* (Cont'd)(A) Special Access Line, Per DS1 SAL (Cont'd)(3) Three Year Term

Monthly Rate
DS1 SAL
Threshold Levels
(EU7VX)
(NRBVR)

Nonrecurring Charge.

<u>All Thresholds</u>	<u>2-60</u>	<u>61-120</u>	<u>121-240</u>
\$ 450.00	\$ 180.00	\$ 170.00	\$ 160.00

Monthly Rate
DS1 SAL
Threshold Levels
(1X7VX)
(NRBVR)

Nonrecurring Charge.

<u>All Thresholds</u>	<u>2-60</u>	<u>61-120</u>	<u>121-240</u>
\$ 450.00	\$ 180.00	\$ 70.00	\$ 160.00

Monthly Rate
DS1 SAL
Threshold Levels
(EU7VX)
(1X7VX)

<u>241-500</u>	<u>501-1000</u>	<u>1001-3000</u>	<u>3001-6000</u>	<u>6001-11,000</u>	<u>Over 11,000</u>
\$ 150.00	\$ 148.00	\$ 146.00	\$ 144.00	\$ 142.00	\$ 140.00

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)5.7 Rates and Charges (Cont'd)5.7.3 DS1 Term Volume Plan (TVP)* (Cont'd)(A) Special Access Line, Per DS1 SAL (Cont'd)(4) Five Year Term

Monthly Rate
DS1 SAL
Threshold Levels
 (EU7VX)
 (NRBVR)

Nonrecurring Charge.

<u>All Thresholds</u>	<u>2-60</u>	<u>61-120</u>	<u>121-240</u>
\$ 450.00	\$ 160.00	\$ 150.00	\$ 140.00

Monthly Rate
DS1 SAL
Threshold Levels
 (1X7VX)
 (NRBVR)

Nonrecurring Charge.

<u>All Thresholds</u>	<u>2-60</u>	<u>61-120</u>	<u>121-240</u>
\$ 450.00	\$ 160.00	\$ 150.00	\$ 140.00

Monthly Rate
DS1 SAL
Threshold Levels
 (EU7VX)
 (1X7VX)

<u>241-500</u>	<u>501-1000</u>	<u>1001-3000</u>	<u>3001-6000</u>	<u>6001-11,000</u>	<u>Over 11,000</u>
\$ 128.00	\$ 126.00	\$ 124.00	\$ 122.00	\$ 120.00	\$ 118.00

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FACILITIES FOR INTERSTATE ACCESS

5. SPECIAL ACCESS (Cont'd)5.7 Rates and Charges (Cont'd)5.7.3 DS1 Term Volume Plan (TVP)* (Cont'd)(A) Special Access Line, Per DS1 SAL (Cont'd)(5) Eight Year Term

		<u>Monthly Rate</u>			
		DS1 SAL			
		<u>Threshold Levels</u>			
		(EU7VX)			
		(NRBVR)			
		(1X7VX)			
		(NRBVR)			
<u>Nonrecurring Charge,</u>					
<u>All Thresholds</u>	<u>4000-6000</u>	<u>6001-10,000</u>	<u>10,001-20,000</u>	<u>20,001-30,000</u>	<u>Over 30,000</u>
\$ 450.00	\$ 121.00	\$ 120.00	\$ 118.00	\$ 117.00	\$ 116.00

(6) Ten Year Term

		<u>Monthly Rate</u>			
		DS1 SAL			
		<u>Threshold Levels</u>			
		(EU7VX)			
		(NRBVR)			
		(1X7VX)			
		(NRBVR)			
<u>Nonrecurring Charge,</u>					
<u>All Thresholds</u>	<u>4000-6000</u>	<u>6001-10,000</u>	<u>10,001-20,000</u>	<u>20,001-30,000</u>	<u>Over 30,000</u>
\$ 450.00	\$ 120.00	\$ 118.00	\$ 116.00	\$ 115.00	\$ 114.00

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.8 Individual Case Basis Rates and Charges

The Micronesian Telecommunications Corporation

<u>Customer Name</u>	<u>Description and Location</u>	<u>MTL/NRC MRC</u>	<u>Termination Liability Period</u>
IT&E	One DS1 plus One DS1 Protection w/DS1 to Voice Grade Multiplexing Arrangement between IT&E's premise and Susupe CO	MRC - \$ 1,275 MTL - 18,550	35 Months beginning June 17, 1993. Reduces 1/35th for each month in service.
American Knitters	One 128 Kbps: One 64 Kbps circuit between the customer's premise and Susupe CO	MRC - \$ 145	
HI950131	One 64 Kbps circuit between the customer's premises and the Susupe CO.	MTL - \$ 3,236 NRC - \$ 1,000 MRC - \$ 144	5 Years beginning May 19, 1995. Reduces 1/60th for each month in service.
DFS Guam	One 56 Kbps circuit between the customer's premise and Susupe CO	MRC - \$ 175	
IT&E	One 512 Kbps circuit between the customer's premise and Susupe CO. Terminates as DS1 at customer premise.	MRC - \$ 280	
DFS Saipan	One 56 Kbps circuit between the customer's premise and Susupe CO.	MRC - \$ 175	
PCI Communications, International, Inc.	One 128 Kbps circuit between the customer's premise and Susupe CO.	MRC - \$ 186 NRC - \$ 1,700	
R&C Tours Corp.	One 64 Kbps circuit between the customer's premises and the Susupe CO.	MTL - \$ 2,981 NRC - \$ 750 MRC - \$ 144	5 Years beginning July 30, 1994. Reduces 1/60th for each month in service

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FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)5.8 Individual Case Basis Rates and Charges (Cont'd)

<u>Customer Name</u>	<u>Description and Location</u>	<u>MTL/NRC MRC</u>	<u>TELCO</u>	<u>Termination Liability Period</u>
Soolete Internationale De Tele-communications Aeronautiques	Provide two DS1 special access services with one DS1 protection span and two DS1 to Voice Multiplexing arrangements between the Nauru Bldg. (customer premises) and the Susupe CO.	MTL -\$19,200 NRC - \$1,105 MRC - \$1,310	MTC	5 Years beginning April 1, 1994. Reduces 1/60 for each month in service.
Bank of Hawaii	Provide secondary channel capability for one 56 Kbps circuit between the customer's premises and the Susupe CO.	MRC -\$ 7	MTC	
SITA ID# HI95004I	Provide one DS1 service with MUX between the customer's premises and the Susupe CO.	MTL - \$ 4,203 NRC -\$ 2,000 MRC:\$ 193		

* Basic DDS service will be provided under general tariff rates in Section 5.

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