PRICE LIST

OF

ZIPLY FIBER NORTHWEST, LLC dba Ziply Fiber

Consisting of

FACILITIES FOR INTRASTATE ACCESS

TABLE OF CONTENTS

ALPHABETICAL LISTING

	Section
Advanced Communications Networks	14
Ancillary Services	8
Application of Price List	1
Carrier Common Line Access Service	11
Coin Services	13
Exceptions to FIA Offerings	12
General Regulations	2
Miscellaneous Services	6
Ordering Options for FIA	3
Special Access	5
Special Construction	10
Special Facilities Routing of FIA	9
Specialized FIA or Arrangements	7
Switched Access	4

				Sheet No.
Tak	ole of Co	ntants		3
			ations	23
			S	27
·		•		
1.	APPI	ICATION O	OF PRICE LIST	1
•	<u></u>		· · · · · · · · · · · · · · · · · · ·	
2.	GENE	ERAL REGI	<u>JLATIONS</u>	
	2.1	Undertaki	ing of the Company	3
	2.1	Ondertak	ing of the company	
		2.1.1	Scope	3
		2.1.2	Limitations	
		2.1.3	Liability	
		2.1.4	Provision of FIA	
		2.1.5	Installation and Termination of FIA	
		2.1.6	Maintenance of FIA	
		2.1.7	Changes and Substitutions	
		2.1.8	Discontinuance and Refusal of FIA	
		2.1.9	Preemption of FIA	
		2.1.10	Limitation of Use of Metallic Facilities	
	2.2	Use		8
		<u></u>		
		2.2.1	Interference or Impairment	8
		2.2.2	Unlawful Use of FIA	
	2.3	<u>Obligation</u>	n of the Customer	9
		2.3.1	Damages	9
		2.3.2	Theft	
		2.3.3	Equipment Space and Power	
		2.3.4	Availability for Testing	
		2.3.5	Balance	
		2.3.6	Design of Customer Services.	
		2.3.7	References to the Company	
		2.3.8	Claims and Demands for Damages	
		2.3.9	Coordination With Respect to Network Contingencies	
		2.3.3	Identification and Rating of VoIP-PSTN Traffic	

GENERAL REGULATIONS (Cont'd)				
2.4	Payment A	strangements and Credit Allowances	14	
	2.4.1	Payment of Charges and Deposits	14	
	2.4.2	Minimum Periods	17	
	2.4.3	Cancellation of an ASR	17	
	2.4.4	Credit Allowance for FIA Interruptions	17	
		(A) General	17	
		(B) When Credit Allowance Does Not Apply	19	
		(C) Use of an Alternative Service Provided by the Company	20	
		(D) Temporary Surrender of a FIA	20	
	2.4.5	Termination Liability	20	
2.5	Connection	<u>18</u>	22	
2.6	Definitions		22	
2.7	FIA Servic	es Provided By More Than One Telephone Company	40	
	2.7.1	General	40	
	2.7.2	Single Company Billing	40	
	2.7.3	Meet Point Billing	40	
		(A) Single Bill Option	41	
		(B) Multiple Bill Option	43	
		(C) Meet Point Billing Mileage Calculation	43	

ORDE	ERING OPT	IONS FOR FIA	Sheet No
3.1	<u>General</u>		1
	3.1.1	Ordering Conditions	1
	3.1.2	Provision of Other Services	
	3.1.3	Special Construction	
3.2	Access S	ervice Request	5
	3.2.1	Service Date Intervals	5
	3.2.2	ASR Modifications	
		(A) Service Date Change Charge	
		(B) Partial Cancellation Charge	6
		(C) Discontinuance of Service	7
		(D) Design Change Charge	7
		(E) Expedited Order Charge	7
	3.2.3	Selection of Facilities for Access Service	9
	3.2.4	Minimum Period	9
	3.2.5	Minimum Period Charges	9
	3.2.6	Cancellation of an ASR	10
3.3	Access Se	ervice Requests For Services Requests Provided	
	By More	Than One Telephone Company	12
3.4	Switched	Access Minimum Capacity Requirements	12

4.	SWITCHED ACCESS				
	4.1	General	1		
	4.2	Language Exceptions	1		
	13	Pate Exceptions	1		

SPECI	IAL ACC	<u>ESS</u>
5.1	<u>General</u>	
	5.1.1	Rate Elements
	5.1.2	Special Access Configurations
	5.1.3	Special Facilities Routing
	5.1.4	Design Layout Report
	5.1.5	Acceptance Testing
	5.1.6	Ordering Conditions
.2	Descrip	tion of Special Access
	5.2.1	Voiceband
	5.2.2	Program Audio
	5.2.3	Videoband
	5.2.4	Wideband Analog
	5.2.5	Wideband Data Service
	5.2.6	High Capacity Digital
	5.2.7	Digital Data Service
.3	Descrip	tion of Terminating Options
	5.3.1	Narrowband
	5.3.2	Voice Grade
	5.3.3	Program Audio
	5.3.4	Videoband
	5.3.5	Wideband Data Service
	5.3.6	High Capacity Digital
	5.3.7	Digital Data Service
.4	Descrip	tion of Supplemental Features
	5.4.1	Bridging
	5.4.2	Conditioning Arrangements - Data
	5.4.3	Conditioning - Program Audio
	5.4.4	Signaling Arrangements
	5.4.5	Echo Control
	5.4.6	Improved Return Loss
	5.4.7	Voiceband Facility Switching Arrangement
	5.4.8	Automatic Protection Switch
	5.4.9	Improved Termination Option
	5 4 10	Improved Equal Level Echo Path Loss Option

5.	SPECIAL ACCESS						
	5.5	Description of Multiplexing Arrangements					
	5.6	Rate Re	egulations	29			
		5.6.1	Types of Rates and Charges	29			
		5.6.2	Minimum Periods	35			
		5.6.3	Mileage Measurement	35			
		5.6.4	Moves	36			
		5.6.5	Rates and Charges on an Individual Case Basis	37			
		5.6.6	Hub Wire Centers	38			
		5.6.7	Shared Use Analog and Digital High Capacity Service	40			
		5.6.8	Temporary Videoband Service	41			
		5.6.9	Optional Payment Plan (OPP)	42			
	5.7	Rates and Charges		44			
		5.7.1	Special Access Ordering Charges	44			
		5.7.2	Voiceband Facilities	45			
		5.7.3	Program Audio (200-3500 Hz) Facilities	48			
		5.7.4	Program Audio (100-5000 Hz) Facilities	48			
		5.7.5	Program Audio (50-8000 Hz) Facilities	49			
		5.7.6	Program Audio (50-15000 Hz) Facilities	49			
		5.7.7	High Capacity Digital DS1 (1.544 Mbps) Facilities	50			
		5.7.8	High Capacity Digital DS1C (3.152 Mbps) Facilities	50			
		5.7.9	Temporary Videoband Facilities ICB	50			
		5.7.10	Digital Data Service Facilities	51			
		5.7.11	Multiplexing Arrangements	52			
	5.8	Miscella	neous Special Access Services	53			
		581	Clear Channel Canability	53			

MISC	<u>ELLANEO</u>	<u>US SERVICES</u>	Sheet N
6.1	Genera	<u>l</u>	1
6.2	Additio	nal Labor	1
	6.2.1	Overtime Installation	1
	6.2.2	Overtime Repair	
	6.2.3	Additional Installation Testing	
	6.2.4	Standby	
	6.2.5	Testing and Maintenance with Other Telephone Companies	
	6.2.6	Charges for Additional Labor	
6.3	Mainter	nance of Service Charge	3
6.4	Telecor	mmunications Service Priority (TSP) System	3
	6.4.1	Description of the Service	3
	6.4.2	Obtaining TSP System Service	
	6.4.3	Provisioning Priority	
	6.4.4	Restoration Priority	
	6.4.5	Obligations of the Customer	
	6.4.6	Obligations of the Company	
	6.4.7	Rates and Charges	
6.5	Presub	oscription	8
	6.5.1	Interexchange Carrier Customer Lists	8
	6.5.2	End User Choice Discrepancy	8
	6.5.3	PIC and IPIC Charge Applications	8
	6.5.4	Unauthorized Primary InterLATA Carrier (PIC) or Primary IntraLATA Carrier (IPIC) Restoral Change Charge	
	6.5.5	Liability of the Company	
	6.5.6	Carrier Desired Due Date (ICDDD) for PIC or IPIC Installation	
	6.5.7	Rates and Charges	
	C F 0	IDIO Nama	40

6.	MISCELLANEOUS SERVICE (Cont'd)					
	6.6	Additional Testing	13			
		6.6.1 Switched Access Testing	13			
		6.6.2 Special Access Testing	16			
		6.6.3 Rates and Charges	17			
	6.7	Provision of FIA Billing Information	18			
	6.8	End User Lists	18			
		6.8.1 Presubscription List	18			
		(A) InterLATA Equal Access	18			
		(B) IntraLATA Equal Access	20			
		6.8.2 Allocation Lists	21			
		6.8.3 Snapshot List	21			
		6.8.4 Rates and Charges	22			
	6.9	Billing Name and Address Services (BNAS)	23			
		6.9.1 BNA and Data Gathering Services	23			
		6.9.2 End User Validation List	25			
		6.9.3 Rates and Charges	26			
		(A) Billing Name and Address	26			
		(B) Data Gathering Service	26			
		(C) End User Validation List	26			

7.	<u>SPE</u>	CIALIZED FI	A OR ARRANGEMENTS	Sheet No.
	7.1	<u>Genera</u>	<u>l</u>	1
8.	ANCIL	LARY SER	RVICES	
	8.1	<u>General</u>		
		8.1.1 8.1.2 8.1.3 8.1.4 8.1.5	Service Offerings Regulations Description of Ancillary Services Rate Regulations. Rates and Charges	1 2 7 19 24
9.	SPEC	IAL FACILI	TIES ROUTING OF FIA	
	9.1	Description	on of Special Facilities Routine of FIA	1
		9.1.1 9.1.2 9.1.3	Diversity	1 1 1
	9.2	Rates and	d Charges	2
		9.2.1 9.2.2 9.2.3 9.2.4	Diversity Avoidance Diversity and Avoidance Combined Cable-Only Facilities	2 2 2 2

10.	SPECIAL CONSTRUCTION					
	10.1	<u>General</u>		1		
		10.1.1	Conditions Requiring Special Construction	1		
		10.1.2	Ownership of Facilities			
		10.1.3	Interval to Provide FIA	1		
		10.1.4	Special Construction Involving Interstate and Intrastate FIA	1		
	10.2	<u>Liabilities,</u>	Charges and Payments	2		
		10.2.1	General	2		
		10.2.2	Payment of Charges	2		
		10.2.3	Start/End of Billing	2		
		10.2.4	Partial Payments	2		
		10.2.5	Development of Liabilities and Charges	2		
		10.2.6	Types of Contingent Liability	3		
		10.2.7	Types of Charges	4		
		10.2.8	Application of Charges	14		
	10.3	<u>Deferral o</u>	f the In-Service of FIA	15		
		10.3.1	General	15		
		10.3.2	Construction Has Not Started	15		
		10.3.3	Construction Has Started But is Not Complete	15		
		10 3 4	Construction Complete	15		

11.	CARRI	CARRIER COMMON LINE ACCESS SERVICE SI				
	11.1	General [Description	1		
	11.2		<u> </u>			
	11.3	Rate Reg	<u>ulations</u>	1		
		11.3.1	Charges	1		
		11.3.2	Jurisdictional Determination	1		
		11.3.3	Carrier Common Line Access Service Associated with			
			Resale of MTS and MTS-type Service	2		
		11.3.4	Measuring Access Minutes			
	11.4	Rates and	d Charges	3		
12.	EXCER	PTIONS TO	FIA OFFERINGS	3		
13.		SERVICES				
10.	00111	<u>DLITTIOLO</u>				
	13.1	General		1		
	13.2	Service D	Description	1		
	13.3		Provisioning			
	13.4	Collection	n and Remittance of Coin Station Monies	2		
	13.5	Provision	of Message Call Detail Concerning Coin Station Monies	2		
	13.6	Payment	of Coin Sent - Paid Monies.	2		
		13.6.1	Bill Period Coin Revenue	2		
		13.6.2	Total Customer Coin Revenue	2		
		13.6.3	Recourse Adjustments			
		13.6.4	Payment of Net Customer Coin Revenue			
		13.6.5	Audit Provisions			

14.	<u>ADVA</u>	'ANCED COMMUNICATIONS NETWORKS	
	14.1	Frame Relay Service 1	
		14.1.1 Service Description	. 1
		14.1.2 Definitions	. 2
		14.1.3 Service Provisioning	4
		14.1.4 Obligations of the Company	. 5
		14.1.5 Obligations of the Customer	. 6
		14.1.6 Rate Regulations	
		(A) Minimum Period	. 8 . 9
		14.1.7 Rates and Charges	
		(A) Frame Relay with Port and Access Line	. 14

¹ Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. See 14.1(A) for provisions applicable to existing customers.

4.	<u>ADV</u>	NCED C	OMMUNICATIONS NETWORKS	Sheet No.
	14.2	Frame I	Relay Service	
		14.2.1	Service Description	16
		14.2.2	Definitions	17
		14.2.3	Service Components	18
		14.2.4	Technical Specifications	20
		14.2.5	Service Provisioning	21
		14.2.6	Special Conditions	22
		14.2.7	Obligations of the Customer	22
		14.2.8	Obligations of the Company	24
		14.2.9	Special Facilities Routing	25
		14.2.10	Acceptance Testing	25
		14.2.11	Application of Rates and Charges (A) Rate Elements (B) Service Charges (C) Minimum Period (D) Term Payment Plan (TPP) (E) Service Rearrangements	28 28 28
		14.2.12	Rates and Charges (A) User to Network Interface (UNI) Port and Access Line	33
			(2) Private NNI Port Only	36 37
			(E) Subsequent PVC CIR Charge	37 38

14.	ADVANCED COMMUNICATIONS NETWORKS Sheet				
	14.3	Asynchr	ronous Transfer Mode (ATM) and Cell Relay Service (CRS)		
		14.3.1	Service Description	38	
		14.3.2	Service Components (A) User Network Interface (UNI) Port With Access Line Connection (B) Port Only Connection (C) Permanent Virtual Circuit (PVC) (D) Switched Virtual Circuit (SVC) (E) Effective Bandwidth	40 41 42	
		14.3.3	Technical Specifications	43	
		14.3.4	Provision of Service	43	
		14.3.5	Tier Structure for Local Serving Offices	44	
		14.3.6	Service Functionality	44	
		14.3.7	Class of Service Parameters	45	
		14.3.8	Conditions	46	
		14.3.9	Application of Rates and Charges		
			(A) Rate Elements (B) Minimum Period (C) Extended Service Plan (D) Moves (E) Special Facilities Routing (F) Acceptance Testing	49 49 50 50	
		14.3.10	Rates and Charges		
			(A) User Network Interfaces (UNIs) Port with Access Line Connection (B) User Network Interfaces (UNIs) Port Only Connection (C) Permanent Virtual Circuits (PVCs) (D) Effective Bandwidth for Incremental UNIs (E) Closed User Groups (CUG) (F) Administrative Charge	54 55 56 56	

EXPLANATION OF ABBREVIATIONS

AAM - Assumed Access Minutes

ac - alternating current

ACAT - Additional Cooperative Acceptance Testing

ACD - Automatic Call Distribution

AIOD - Automatic Identification of Outward Dialed

AM - Access Minutes

ANI - Automatic Number Identification

ARD - Automatic Ringdown
ASR - Access Service Request
AST - Automatic Scheduled Testing

AT&TC - American Telephone and Telegraph Communications, Inc.

BHMC - Busy Hour Minutes of Capacity

BP - Billing Percentage
BNA - Billing Name and Address
BNAS - Billing Name and Address Services

BSA - Basic Serving Arrangement
BSE - Basic Service Element

CAC - Carrier Access Code CCS - Centum Call-Seconds

CCSA - Common Control Switching Arrangement(s)
CCST - Common Channel Signaling System 7 Network

CDL - Customer Designated Location

CDM - Call Days in Month
CIC - Carrier Identification Code
CMF - Chargeable Minimum Factor

CN - Charge Number

COMPS - Central Office Maintenance Planning System

Cont'd - Continued

CPN - Calling Party Number
CSP - Carrier Selection Parameter
CST - Cooperative Scheduled Testing

CSU - Circuit Switching Unit

EXPLANATION OF ABBREVIATIONS (Cont'd)

DA - Digital Data Access
DAM - Distance in Airline Miles

dB - Decibel

dBm - Decibels below one milliwatt

dBm0 - Transmission Level Referred to the Zero

Transmission Level Point

dBrnC0 - Decibel Reference Noise C-Message Weighted 0

dBv - Decibels Referred to One Volt

dc - direct current
DDS - Digital Data Service
DGS - Data Gathering Service
DTMF - Dual Tone Multifrequency

DX - Duplex

ELEPL - Equal Level Echo Path Loss

E&M - The Receive and Transmit Leads of a Signaling System

EML - Expected Measured Loss

EPL - Echo Path Loss ERL - Echo Return Loss

f - frequency

FCC - Federal Communications Commission

FCO - Foreign Central Office
FIA - Facilities for Intrastate Access

HC - High Capacity

Hz - Hertz

EXPLANATION OF ABBREVIATIONS (Cont'd)

IA - Interface Arrangement
IAM - Initial Address Message
IC - Interexchange Carrier
ICB - Individual Case Basis
ICDDD - Carrier Desired Due Date

IDDD - International Direct Distance Dialing

ILP - Initial Liability Period IP - Interconnection Point

IPIC - IntraLATA Primary Interexchange Carrier

kbps - kilobits per second

kHz - kilohertz

Ma - Milliamperes

Mbps - Megabits per second

MHz - Megahertz

MJU - Multi-Junction Unit
MMC - Minimum Monthly Charge
MRC - Monthly Recurring Charge
MST - Manual Scheduled Testing
MTL - Maximum Termination Liability
MTS - Message Telecommunications Service

NA - Not Available

NANP - North American Numbering Plan
NECA - National Exchange Carrier Association

NPA - Numbering Plan Area
NRC - Nonrecurring Charge
NST - Nonscheduled Testing

NXX - Three Digit Central Office Code

OPS - Off-Premises Station

EXPLANATION OF ABBREVIATIONS (Cont'd)

PBX - Private Branch Exchange PCM - Pulse Code Modulation

PIC - InterLATA Primary Exchange Carrier

POT - Point of Termination

RMC - Recurring Monthly Charge

rms - root-mean-square

SAC - Service Access Code
SF - Single Frequency
SP - Signaling Point
SRL - Singing Return Loss
SS7 - Signaling System 7
STP - Signal Transfer Point
STR - Switched Transport Rate

TDCF - Total Day Conversion Factor TLP - Transmission Level Point

TV - Television

UL - Underutilization Liability

VG - Voice Grade

V&H - Vertical & Horizontal

WA - Wideband Analog

WATS - Wide Area Telecommunications Service

EXPLANATION OF SYMBOLS

- (C) To signify changed rate, regulation or condition
 (D) To signify discontinued rate, regulation or condition
- (I) To signify increase
- (M) To signify material transferred from one sheet to another sheet in the same or a different schedule
- (N) To signify new rate, regulation or condition
- (R) To signify reduction
- (T) To signify a change in text but no change in rate or regulation

		TABLE OF CONTENTS	
			Sheet No
1	ADDI ICATION OF DDICE LIST		2

1. <u>APPLICATION OF PRICE LIST</u>

- 1.1 This Price List contains regulations, rates and charges applicable to Switched Access and Special Access or, in combination, as Facilities for Intrastate Access, hereinafter referred to as FIA, provided by Ziply Fiber Northwest, LLC, hereinafter referred to as the Company, to InterLATA and IntraLATA customers for Switched Access and Special Access, including, but not limited to, Interexchange Carriers (ICs), end users, and others subscribing to the services provided in this Price List. This Price List further provides for Ancillary and Miscellaneous Services. This Price List does not apply to other services offered by the Company.
- 1.2 Regulations, rates and charges as specified in this Price List apply to FIA and shall not serve as a substitute for IC price list/tariff offerings of services to end users. The provision of such FIA by the Company as described in this Price List does not constitute a joint undertaking with an IC for the furnishing of any service.
- 1.3 Whenever reference is made in this Price List to other Idaho Price List or tariff of the Company, the reference is to the Price List in force as of the effective date of this Price List and to amendments thereto and successive issues thereof as approved by the Idaho Public Utilities Commission.

TABLE OF CONTENTS

2. GENERAL REGULATIONS

2.1	<u>Undertak</u>	ring of the Company	3
	2.1.1	Scope	3
	2.1.2	Limitations	3
	2.1.3	Liability	4
	2.1.4	Provision of FIA	
	2.1.5	Installation and Termination of FIA	5
	2.1.6	Maintenance of FIA	6
	2.1.7	Changes and Substitutions	6
	2.1.8	Discontinuance and Refusal of FIA	
	2.1.9	Preemption of FIA	7 7
	2.1.10	Limitation of Use of Metallic Facilities	8
2.2	<u>Use</u>		8
	2.2.1	Interference or Impairment	8
	2.2.2	Unlawful Use of FIA	8
2.3	Obligatio	on of the Customer	ç
	2.3.1	Damages	ç
	2.3.2	Theft	g
	2.3.3	Equipment Space and Power	9 9
	2.3.4	Availability for Testing	9
	2.3.5	Balance	10
	2.3.6	Design of Customer Services	10
	2.3.7	References to the Company	10
	2.3.8	Claims and Demands for Damages	10
	2.3.9	Coordination With Respect to Network Contingencies	10
	2.3.10	Identification and Rating of VoIP-PSTN Traffic	11

2.	GENE	RAL REGUL	<u>LATIONS</u> (Cont'd)	Sheet No.
	2.4	Payment Arrangements and Credit Allowances		
		2.4.1	Payment of Charges and Deposits	14
		2.4.2	Minimum Periods	17
		2.4.3	Cancellation of an ASR	17
		2.4.4	Credit Allowance for FIA Interruptions	17
			(A) General	17
			(B) When Credit Allowance Does Not Apply	19
			(C) Use of an Alternative Service Provided by the Company	20
			(D) Temporary Surrender of a FIA	20
		2.4.5	Termination Liability	20
	2.5	Connections		22
	2.6	<u>Definitions</u>		22
	2.7	.7 FIA Services Provided By More Than One Telephone Company		40
		2.7.1	Conoral	40
		2.7.2	GeneralSingle Company Billing	40
		2.7.3	Meet Point Billing	40
		2.1.5	(A) Single Bill Option	41
			(B) Multiple Bill Option	43
			(b) Multiple bill Option	70
			(C) Meet Point Rilling Mileage Calculation	43

2. GENERAL REGULATIONS

2.1 <u>Undertaking of the Company</u>

2.1.1 Scope

- (A) The Company does not undertake to transmit calls or offer a telecommunications service under this Price List.
- (B) The Company shall be responsible only for the installation, operation, and maintenance of the services, which it provides.
- (C) The Company will, for maintenance purposes, test its FIA only to the extent necessary to detect and/or clear troubles. Testing beyond normal parameters will be done as described in Section 6 following.
- (D) FIA are provided twenty-four hours daily, seven days per week.

2.1.2 Limitations

- (A) The customer may not assign or transfer the use of FIA provided under this Price List except that, where there is no interruption of use or relocation of the FIA, such assignment or transfer may be made to:
 - (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such FIA, and the unexpired portion of the minimum period and the termination liability applicable to such FIA, if any; or
 - (2) a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such FIA, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this Price List shall apply to such assignee or transferee.

The assignment or transfer of FIA does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(B) The emergency provisioning and restoration of FIA shall be in accordance with 47 CFR § 64.401, which specifies the priority system for such activities. Section 6.4 describes the service arrangement.

2. GENERAL REGULATIONS (Cont'd)

2.1 <u>Undertaking of the Company</u> (Cont'd)

2.1.2 Limitations (Cont'd)

(C) The Company does not warrant that its facilities and services meet standards other than those specified in this Price List.

2.1.3 Liability

- (A) The Company's liability, if any, for willful misconduct is not limited by this Price List. With respect to any other claim or suit by a customer for damages associated with the installation, provision, termination, maintenance, repair or restoration of FIA, and subject to the provisions of (B) and (D), the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the FIA for the period during which the provision of FIA was affected. This liability for damages shall be in addition to any amounts that may otherwise be due to customer under this Price List as a credit allowance for a provision of FIA interruption.
- (B) The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company, for its own act or omission, hold liable any other carrier or customer providing a portion of a service.
- (C) The Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the use of FIA offered under this Price List. The foregoing indemnity shall issue on the IC or the end user separately, each being responsible for its own acts and omissions, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;
 - (2) Claims for patent infringement arising from combining or using the FIA furnished by the Company in connection with facilities or equipment furnished by the customer; or
 - (3) All other claims arising out of any act or omission of the customer in the course of using FIA provided pursuant to this Price List.
- (D) The Company does not guarantee or make any warranty with respect to its FIA when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the FIA so provided. The foregoing indemnity shall issue on the customer separately, each being responsible for its own acts and omissions.

2. GENERAL REGULATIONS (Cont'd)

2.1 <u>Undertaking of the Company</u> (Cont'd)

2.1.3 <u>Liability</u> (Cont'd)

- (E) Except in the case of willful misconduct, under no circumstances whatever shall the Company be liable for indirect, incidental, special or consequential damages; and this disclaimer shall be effective notwithstanding any other provisions hereof.
- (F) No license under patents is granted by the Company to the customer or shall be implied or arise by estoppel in the customer's favor with respect to any circuit, apparatus, system or method used by the customer in connection with FIA provided under this Price List. With respect to claims of patent infringement made by third persons, the Company will defend, indemnify, protect and save harmless the customer from and against all claims arising out of the use by the customer of FIA provided under this Price List.
- (G) The Company's failure to provide or maintain FIA under this Price List shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions.
- (H) The Company shall reimburse the customer for damages to premises or equipment of the customer resulting from the provision of FIA by the Company on such premises, or by the installation or removal thereof, caused by the negligence or willful act of the Company.

2.1.4 Provision of FIA

- (A) The Company, to the extent that such FIA are or can be made available with reasonable effort, and after provisions have been made for the Company's local service, will provide to the customer, upon reasonable notice, FIA offered in other applicable sections of this Price List at rates and charges specified therein.
- (B) FIA provided to a customer under this Price List may be connected directly to customer facilities and/or may be connected to access facilities of another telephone company or companies in the joint provision of intrastate access.

2. GENERAL REGULATIONS (Cont'd)

2.1 <u>Undertaking of the Company</u> (Cont'd)

2.1.5 Installation and Termination of FIA

The FIA provided under this Price List (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a CDL, and (B) will be installed by the Company to such point of termination.

2.1.6 Maintenance of FIA

The FIA provided under this Price List shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any FIA provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to 47 CFR § 68. 47 CFR § 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change, or rearrange any telephone plant used in providing FIA under this Price List, change minimum network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change, or rearrangement materially affects the operating characteristics or technical parameters of the FIA, as originally ordered by the customer, the Company will notify the customer in writing prior to making such substitution, change or rearrangement. Notification will be given as follows:

- Should a major change occur, the Company shall notify the customer at least one year in advance. A major change is described as any change in telephone plant which will affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.).
- Should a minor change occur, the Company shall notify the customer at least thirty days in advance. A minor change is described as any change in telephone plant which will not affect the technical parameters of the interface (e.g., level, impedance, signaling. interface, bandwidth, two-wire, four-wire, etc.).

The Company will work cooperatively with the customer relative to the redesign and implementation required by the change in operating characteristics.

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Discontinuance and Refusal of FIA

- (A) Unless the provisions of 2.2.1(B) apply, if the customer fails to comply with the provisions of 2.1.6, 2.3.1 and 2.4.1(D), including any payments to be made by it on the dates or at the times herein specified, and fails within thirty (30) days after written notice, by certified mail, from the Company to a person designated by the customer to correct such noncompliance, the Company may discontinue the provision of the FIA to the noncomplying customer. In case of such discontinuance, all applicable charges shall become due.
- (B) If the customer repeatedly fails to comply with the provisions of this Price List in connection with the provision of a FIA or group of FIA, and fails to correct such course of action after notice as described in (A), the Company may refuse applications for additional FIA to the noncomplying customer until the course of action is corrected.

2.1.9 Preemption of FIA

In certain instances, i.e., when spare facilities and/or equipment are not available, it may be necessary to preempt existing services to provision or restore National Security Emergency Preparedness (NSEP) Services. If, in its best judgment, the Company deems it necessary to preempt, then the Company will ensure that:

- (A) A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision or restore NSEP Service.
- (B) The services(s) preempted have a lower or do not contain NSEP assigned priority levels.
- (C) A reasonable effort is made to notify the preempted service customer of the action to be taken.
- (D) A credit allowance for any preempted service shall be made in accordance with the provisions in Section 2.4.4(A).

2. GENERAL REGULATIONS (Cont'd)

2.1 <u>Undertaking of the Company</u> (Cont'd)

2.1.10 Limitation of Use of Metallic Facilities

Except for loop and duplex (DX) type signaling, metallic facilities shall not be used for ground return or split pair operation. Signals applied to the metallic facility shall conform to minimum protection criteria for direct electrical connections as specified in 47 CFR § 68.1 et al. In the case of applications of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limitation devices to protect the Company FIA from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excess noise.

Interoffice metallic facilities are limited. The offering for (N) DC (Metallic) and telegraph-grade facilities and services will be grandfathered on the effective date of this filing, February 19, 1992. Interoffice metallic facilities (wire pairs) are in diminishing supply, and can be expected to become less available as optical fiber is deployed and wire cables are removed. Following a one year written notification to customers, the Company reserves the right to convert customer requested metallic facilities to other types of outside plant facilities.

2.2 Use

2.2.1 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the FIA provided under this Price List shall not interfere with or impair service over any facilities of the Company, its connecting and concurring carriers, or other telephone companies involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities, or create hazards to their employees or to the public.
- B) Except as provided for equipment or systems subject to 47 CFR § 68.1 et al in 47 CFR § 68.108, if such characteristics or methods of operation are not in accordance with (A), the Company will, where practicable, notify the customer, as appropriate, that temporary discontinuance of the use of FIA may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of FIA if such action is reasonable in the circumstances. In case of such temporary discontinuance the customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of FIA as described in 2.4.4 is not applicable.

2.2.2 Unlawful Use of FIA

The FIA are furnished subject to the condition that they will not be used for an unlawful purpose. FIA will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such FIA are being used in violation of law. The Company will refuse to furnish FIA when it has reasonable grounds to believe that such FIA will be used in violation of law.

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligation of the Customer

2.3.1 Damages

The customer shall reimburse the Company for damages to the Company facilities utilized to provide FIA under this Price List caused by:

- the negligence or willful act of the customer, or
- resulting from the customer's improper use of the Company facilities, or
- due to malfunction of any facilities or equipment provided by other than the Company.

Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment. The amount of reimbursement shall be the actual cost of repair to the damaged facilities including labor costs as specified in 6.2.6.

2.3.2 <u>Theft</u>

The customer shall reimburse the Company for any loss through theft of facilities, apparatus, or equipment utilized to provide FIA under this Price List at the CDL or at the end user's premises. The amount of reimbursement shall be the actual cost for replacement of facilities, apparatus, or equipment lost, plus labor costs as specified in 6.2.6.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Company at no charge, equipment space and electrical power required by the Company to provide FIA under this Price List at the points of termination of such FIA. The equipment space provided shall meet industry standard environmental conditions. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, repairing or removing facilities of the Company.

2.3.4 Availability for Testing

The FIA provided under this Price List shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the FIA in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligation of the Customer (Cont'd)

2.3.5 Balance

All signals for transmission over the FIA provided under this Price List shall be delivered by the customer balanced to ground except for ground start and duplex (DX), McCulloh-loop (alarm system) type signaling, and dc telegraph transmission at speeds of 75 baud or less.

2.3.6 <u>Design of Customer Services</u>

Subject to the provisions of 2.1.7, the customer shall be solely responsible at its expense for the overall design of its services. The customer shall be responsible separately, each at its own expense, for any redesigning or rearrangement of its services which may be required because of changes in FIA, operations or procedures of the Company, minimum network protection criteria or operating or maintenance characteristics of the FIA.

2.3.7 References to the Company

The customer may advise its end users that certain FIA are provided by the Company in connection with the service the customer furnishes to its end user; however, the customer shall not represent that the Company jointly participates in the customer's services.

2.3.8 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the FIA provided under this Price List, any circuit, apparatus, system or method provided by the customer, the IC or its end users
- (B) The customer shall defend, indemnify and save harmless the Company from and against suits, claims, and demands by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's FIA provided under this Price List including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses or other authority to acquire or operate the FIA provided under this Price List; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.

2.3.9 <u>Coordination With Respect to Network Contingencies</u>

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2. GENERAL REGULATIONS (Cont'd)

- 2.3 Obligation of the Customer (Cont'd)
 - 2.3.10 Identification and Rating of VoIP-PSTN Traffic
 - (A) Scope
 - (1) VoIP-PSTN Traffic is defined as traffic exchanged between the Telephone Company end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates by the Federal Communications Commission in WC Docket No 10-90, Report and Order FCC-11-161("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

Northwest Fiber's interstate access rates are filled in its FCC Tariff: **Ziply Fiber Telephone Companies FCC TARIFF NO. 2.**

The FCC Tariff may be accessed on the internet at the following url: www.ziplyfiber.com/tariffs

- (2) This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.
- (B) Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Telephone Company's applicable tariffed interstate switched access rates as specified in the Telephone Company's applicable Federal Access Tariff.

As of July 13, 2012, any intrastate originating Toll VOIP-PSTN Traffic will be billed at rates equal to the Company's intrastate originating switched access rates as provided in this tariff. Beginning July 1,2014, any intrastate originating Toll VOIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Telephone Company's relevant interstate switched access rates as provided in the Telephone Company's applicable Federal Access Tariff.

- 2. GENERAL REGULATIONS (Cont'd)
 - 2.3 Obligation of the Customer (Cont'd)
 - 2.3.10 <u>Identification and Rating of VoIP-PSTN Traffic</u> (Cont'd)
 - (C) Calculation and Application of Percent-VoIP-Usage Factor

The Telephone Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanges with the Telephone Company from the customer. The PVU will be derived and applied as follows:

- (1) The customer will calculate and furnish to the Telephone Company a factor (the "PVU") representing the percentage of the total intrastate and interstate access MOU that the customer exchanges with the Telephone Company in the State, that is sent to the Telephone Company and that originated in IP format; or is received by the Telephone Company and terminated in IP format. This PVU shall be based on information such as traffic studies, actual call detail, or other relevant and verifiable information.
- (2) The Telephone Company will, likewise, calculate a factor (the "PVU-T") representing the percentage of the Telephone Company's total intrastate access MOU in the State that the Telephone Company originates or terminates on its network in IP format. This PVU-T shall be based on information, such as the number of the Telephone Company's retail VoIP subscriptions in the state, traffic studies, actual call detail, or other relevant and verifiable information.
- (3) The Telephone Company will use the PVU-C and PVU-T factors to calculate a PVU factor that represents the percentage of total intrastate MOU exchanged between a Telephone Company end user and the customer that is originated or terminated in IP format, whether at the Telephone Company's end, at the customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-T factor times (1.0 minus the PVU-C factor).
- (4) The Telephone Company will apply the PVU factor to the total terminating intrastate access MOU received from the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.
- (5) If the customer does not furnish the Telephone Company with a PVU pursuant to the preceding paragraph 1, the Telephone Company will utilize a PVU equal to zero.
- (M) Item C.1 relocated from Sheet No. 9.1.
- (M) Item D through F relocated to Sheet No. 9.3.

2. GENERAL REGULATIONS (Cont'd)

2.3 Obligation of the Customer (Cont'd)

2.3.10 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Telephone Company's billing systems by January 1, 2012, once the factor is available and can be implemented the Telephone Company will adjust the customer's bills to reflect the PVU retroactively to January 1, 2012. This retroactive adjustment will be made to January 1, 2012, provided that the customer provides the factor to the Telephone Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to zero, as specified in subsection (C)(1), preceding.

(E) PVU Factor Updates

The customer may update the PVU factor quarterly using the method set forth in subsection (C)(1), above. If the customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

(F) PVU Factor Verification

Not more than four times in any year, the Telephone Company may ask the customer to verify the PVU factor furnished to the Telephone Company. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the PVU factors.

(M) Item D through F relocated from Sheet No. 9.2.

- 2. GENERAL REGULATIONS (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances
 - 2.4.1 Payment of Charges and Deposits
 - (A) The Company may, in order to safeguard its interests, require a customer, that has a proven history of late payments to the Company or does not have established credit, to make a deposit prior to or at any time after the provision of the FIA to the customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer that is a successor of a company which has established credit and has no history of late payments to the Company.

A deposit may not exceed the actual or estimated rates and charges for the FIA for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Company's regulations as to the prompt payment of bills.

At such time as the provision of the FIA to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. After the customer has established a one year prompt payment record, such a deposit will be refunded or credited to the customer account at any time prior to the termination of the provision of the FIA to the customer.

In case of a cash deposit, for the period the deposit is held by the Company, the customer will receive simple annual interest at the percentage rate specified in the Company I.P.U.C. Price List No. 1.

- (B) Where the provision of FIA requires facilities that meet any of the conditions specified in 10.1.1, Special Construction charges as described in Section 10 will apply.
- (C) The Company shall bill FIA services on a current basis for (a) all charges incurred, (b) applicable taxes, and (c) credits due the customer.
 - Switched Access, Ancillary and Miscellaneous services shall be billed in arrears.
 - Special Access shall be billed in advance except for the charges and credits associated
 with the initial or final bills. The initial bill will also include charges for the actual period
 of service up to, but not including, the bill date. The unused portion of the FIA already
 billed will be credited on the final bill.

Such bills are due when rendered. Adjustments for the quantities of FIA established or discontinued in any billing period beyond the minimum period in 2.4.2 will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

- 2. GENERAL REGULATIONS (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.1 Payment of Charges and Deposits (Cont'd)
 - (D) All bills to the customer are due 3l days (payment date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval. In the event the customer does not remit payment in immediately available funds by the payment date, the FIA may be discontinued as specified in 2.1.8.
 - (1) If the entire amount billed, excluding any amount disputed by the customer, is not received by the Company in immediately available funds by the payment date, an additional charge equal to 1/12th of the percentage rate for deposit interest as that described in 2.4.1(A) of the unpaid balance will be applied for each month or portion thereof that an outstanding balance remains.

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows:

- If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday.
- If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

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- 2. GENERAL REGULATIONS (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.1 Payment of Charges and Deposits (Cont'd)
 - (D) (Cont'd)
 - (2) In the event of a billing dispute, the customer must submit a document claim for the disputed amount.
 - If the claim is received within six months from the payment due date, and the
 customer has paid the total billed amount, any interest credits due the customer
 upon resolution of the dispute shall be calculated from the date of overpayment.
 - If the claim is received more than six months from the payment due date, any
 interest credits due the customer upon resolution of the dispute shall be
 calculated from the later of the date the claim was received or the date of
 overpayment.

A credit will be granted to the customer for both the disputed amount paid and an amount equal to the percentage rate in (1).

The Company will assess or credit late payment charges on disputed amounts to the customer as follows:

- If resolved in favor of the Company and the customer has paid the disputed amount on or before the payment due date, no late payment charges will apply.
- If resolved in favor of the Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment charge in (1).
- If resolved in favor of the customer and the customer has withheld the disputed amount, the customer shall be credited for each month or portion thereof that the late payment charge in (1) has been applied. In the event the customer has paid the late payment charge, a credit will be granted to the customer for both the late payment charge paid on disputed the amount and an amount equal to the percentage rate in (1).

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.2 Minimum Periods

- (A) The minimum periods for which FIA are provided and for which rates and charges are applicable are in 3.2.4.
- (B) The minimum periods for which FIA are provided and for which rates and charges are applicable for Specialized FIA or Arrangements provided on an Individual Case Basis, as described in Section 7, are established with the individual case filing.
- (C) For discontinuances of FIA with a one month minimum period, all applicable charges for the one month period will apply. In instances where the minimum period is greater than one month, the charge will be the lesser of the Company's non-recoverable costs less the net salvage value for the discontinued service or the minimum period charges.

2.4.3 <u>Cancellation of an ASR</u>

Provisions for the cancellation of an ASR are in 3.2.6

2.4.4 Credit Allowance for FIA Interruptions

(A) General

A FIA is interrupted when it becomes unusable to the customer because of a failure of a component used to furnish FIA under this Price List, or when the service was preempted as a result of invoking National Emergency Preparedness Services (NSEP) treatment, or when the application of protective controls interrupt all transmission paths as specified in Section 4. A credit allowance will be made for each 30 minute period the FIA is interrupted. An interruption period starts when Company personnel become aware that the FIA is inoperative.

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate or the Minimum Monthly Charge for services so rated for the services interrupted in any one month billing period.

- 2. GENERAL REGULATIONS (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.4 <u>Credit Allowance for FIA Interruptions</u> (Cont'd)
 - (A) General (Cont'd)

A credit allowance for any FIA service will apply for the period specified as follows:

- (1) For Special Access services, other than Program Audio and Videoband services, a credit allowance will be made for an interruption period of 30 minutes or more. The allowance will be calculated at the rate of 1/1440 of the monthly charge for the portion of the FIA affected, for each 30 minutes or major fraction thereof that the interruption continues (30 minutes equals 1/1440 of the monthly rate). A major fraction is considered to be sixteen minutes or more beyond the 30 minute period. For example, if a customer has one service interruption of 58 minutes during the month the credit allowance will be 2/1440 of the monthly rate.
- (2) For Program Audio and Videoband services, a credit allowance will be made for an interruption of 30 seconds or more. Two or more such interruptions occurring during a period of five consecutive minutes shall be considered as one interruption. The allowance will be calculated as follows:
 - (a) For Program Audio Service provided at monthly rates, the credit will be at the rate of 1/8640 of the monthly service rate (30 seconds equals 1/8640 of the monthly rate). For example, if a customer has one service interruption of 58 seconds during the month the credit allowance will be 2/8640 of the monthly rate.
 - (b) For Program Audio Service provided at daily rates, the credit will be at the rate of 1/288 of the daily rate (30 seconds equals 1/288 of the daily rate). For example, if a customer has one service interruption of 58 seconds the credit allowance will be 2/288 of the daily rate.
 - (c) For Temporary Videoband Service provided at hourly rates, the credit will be 1/12 of the hourly rate (30 seconds equals 1/12 of the hourly rate).
- (3) Switched Access Services that are usage rated will be billed actual usage.

- 2. GENERAL REGULATIONS (Cont'd)
 - 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.4 <u>Credit Allowance for FIA Interruptions</u> (Cont'd)
 - (B) When Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a FIA due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a FIA during any period in which the Company is not afforded access to the premises where the FIA is terminated.
- (4) Interruptions of a FIA during an agreed upon period when the customer has released a FIA to the Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the FIA. Should the maintenance, rearrangement, or ASR implementation interruption period extend beyond the agreed upon period, credit allowance will apply.
- (5) Interruptions of a FIA which continue because of the failure of the customer to authorize replacement of any element of Special Construction, as described in Section 10. The period for which no credit allowance is made begins on the seventh day after the Company's written notification to the customer of the need for such replacement and ends on the day after receipt of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release the FIA for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 <u>Credit Allowance for FIA Interruptions</u> (Cont'd)

(C) Use of an Alternative Service Provided by the Company

Should the customer elect to use an alternative service provided by the Company during the period that a FIA is interrupted, the customer must pay the Price List rates and charges for the alternative service used.

(D) Temporary Surrender of a FIA

In certain instances, the customer may be requested to surrender a FIA for purposes other than maintenance, testing or activity relating to an ASR. If the customer consents, or in the instance of preemption under NSEP treatment as in Section 2.1.9, a credit allowance will be granted. The credit allowance will be determined in accordance with 2.4.4(A).

2.4.5 Termination Liability

(A) In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

25% X MRC X # of Lines/Channels/Paths X Remainder of Term = Termination Charge

(B) Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.

- 2. GENERAL REGULATIONS (Cont'd)
- 2.4 Payment Arrangements and Credit Allowances (Cont'd)
 - 2.4.5 Termination Liability (cont'd)
 - (C) End of Term Options
 - (1) Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:
 - (a) Renew their term commitment,
 - (b) Commit to a new term period,
 - (c) Arrange for a change of service, or
 - (d) Arrange for termination of the service.
 - (2) In the event the customer does not select one of the above options, the customer will be converted to the shortest-term period available under Price List (i.e., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.
 - (D) Early termination charges will not be assessed under the following circumstances:
 - (1) Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;
 - (2) Customer attempts to move the existing service to a new location within the Company's service area, but the service is unavailable;
 - (3) Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or
 - (4) Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
 - (a) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment.
 - (b) The Company provides the new service via Price List or on an individual case basis (ICB), and
 - (c) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

2. GENERAL REGULATIONS (Cont'd)

2.5 Connections

Equipment and systems (i.e., terminal equipment, multiline terminating systems, and communications systems) may be connected with Switched and Special Access furnished by the Company where such connection is made in accordance with the provisions specified in the NECA Technical Reference Publication AS No. 1 and in 2.1.

2.6 Definitions

Certain terms used herein are defined as follows:

Access Area

A specific calling area containing those customers served by one or more Central Offices associated with the various Switched Access provisions offered under this Price List. The size and configuration of the Access Area a customer obtains is dependent upon the Feature Group type and the specific characteristics of the Central Office or Access Tandem office to which the connection is made.

Access Code

As applies to Switched Access Service, a uniform five or seven digit code dialed by an end user to access an Interexchange Carrier's facilities. The seven digit FGD code has the form of 101XXXX and the seven digit FGB code has the form of 950-XXXX.

Access Group

A grouping of lines or trunks used to establish a connection between switching systems. Each grouping of lines or trunks is traffic engineered as a unit with each of the individual members of the group having identical characteristics and being interexchangeable with any other member of the group.

Access Minutes

The usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage. On the originating end of an intrastate call, usage is measured from the time the originating End User's call is delivered by the Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the End User in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable. For the calculation of total minutes, seconds are totaled and converted to minutes before rounding occurs. Remainder seconds greater than 29 are rounded to a minute.

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Access Service Request (ASR)

A document (i.e., order) used by the Company to process a customer's request for Access Services as offered throughout this Price List.

Access Tandem

A telephone company switching system that provides a traffic concentration and distribution function for inter-LATA traffic originating from or terminating at end offices in the access area.

Alternate Billing Service (ABS)

The ability of the end user to bill calls to an account not necessarily associated with the originating line, including credit cards, collect and third number billing.

Answer/Disconnect Supervision

The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the CDL for terminating calls to a Company end office as an indication that the called party has answered or disconnected.

Answer Message

An SS7 message sent in the backward direction to indicate that the call has been answered.

<u>Attempt</u>

A call in the originating direction from an end user to a CDL which is completed (answered) or not completed (not answered) and a call in the terminating direction from a CDL to a customer which is completed (answered) or not completed (not answered).

Attenuation Distortion

The difference in loss at specified frequencies relative to the loss at 1004 Hz.

Balance (100-Type) Test Line

A standard feature of FGA, FGB, FGC, FGD, 800/866/877/888 Access Service, BSA-A, BSA-B, BSA-C and BSA-D and refers to the end office termination provided for balance and noise testing. The termination provides off-hook supervision to the calling end, and terminates the line or trunk in a resistive and capacitive arrangement, which simulates the characteristic impedance of the end office.

Basic Service Element (BSE)

An unbundled service option available only with Basic Serving Arrangements.

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions

Basic Serving Arrangement (BSA)

A category of Switched Access Service differentiated by technical characteristics, e.g., line side versus trunk side connection at the Company's first point of switching.

BHMC

See Busy Hour minutes of Capacity.

Billed Number Screening (BNS)

The process of utilizing a line of data base to determine billing number acceptance for collect and third number calls and to perform public telephone line number checks to prevent the alternate billing of calls to public coin telephone lines.

<u>Bit</u>

The smallest unit of information in the binary system of notation.

Bridging

The connection of one or more circuits in parallel with another circuit without interrupting the continuity of the first circuit.

Bridging Wire Center

The Company designated wire center in which bridging is accomplished.

Burst Rate

The upper bandwidth limit that the Permanent Virtual Circuit (PVC) is allowed to send data through the Frame Relay Service (FRS) Network. The burst rate is limited by the actual physical port access speed.

Business Day

The times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week.

Busy Hour Minutes of Capacity (BHMC)

The trunk group usage load consisting of the average usage load for the busy season.

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Busy Season

The four consecutive weeks of the calendar year having the highest daily busiest hour traffic load based on a five day week. Normally the five-day week consists of Monday through Friday. Where weekend traffic is greater than weekday traffic, one or both weekend days may be used as a substitute for a weekday as long as a consistent five-day week is maintained for the four consecutive weeks.

Byte

A sequence or group of eight bits that represent one character.

Carrier Identification Code (CIC)

The uniform access code associated with a specific Interexchange Carrier.

C-Conditioning

A Company special treatment of the transmission path in order to control attenuation and envelope delay distortion.

C-Message Noise

The frequency weighted average noise within an idle voice circuit. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise

The frequency weighted noise on a voice circuit with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

CCS

A hundred-call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of lines or-trunks.

Call

A communication including an off-hook signal and routing information initiated at the originating location and completed to a terminating location.

2. GENERAL REGULATIONS (Cont'd)

2.6 <u>Definitions</u> (Cont'd)

Central Office

A company local switching system where company local service subscriber station loops are terminated for purposes of interconnection to each other and to trunks.

Central Office Loop Around Test Line

Equipment in the Company's end office, which provides a means for making two-way transmission tests for Switched Access services. These transmission tests are normally for the measurement of level and noise tests. This arrangement has two terminations, each reached by means of a separate seven digit number.

Central Office Prefix

The first three digits (NXX) of the telephone number assigned to a Telephone Company subscriber's local service.

Centralized Automatic Reporting on Trunks (CAROT) Testing

A type of testing which includes the capacity for measuring the 1000 Hz loss, C-message weighted noise, C-notched noise, loss slope, and the provision of a balance termination.

Channelize

The process of multiplexing-demultiplexing circuits using analog or digital techniques.

Circuit

An electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

Circuit Code

The service class routing of an SS7 call that indicates the interexchange carrier trunk group to which the traffic will be routed (e.g., 0+, 0-, 500, 900, etc.).

Committed Information Rate (CIR)

A feature that provides customers with a mechanism for prioritizing data on a per Permanent Virtual Circuit (PVC) basis across a given Frame Relay interface. CIR allows a sustained throughput at a chosen rate without having any frames designated "discard eligible" under normal operating circumstances.

Common Channel Signaling System 7 Network (CCS7)

A dedicated Out of Band signaling network which utilizes Signaling System 7 (SS7) protocol to provide call handling and data base access service.

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Common Line

A line, trunk, coin line or other facility provided for in the Company's I.P.U.C. Price List No. 1, and terminated on a Central Office switch. A Common Line or trunk – Residence, Business, Coin Line, or Public Access Line (PAL), is provided for in the public and/or semi-public service regulations of the Company's I.P.U.C. Price List No. 1.

Communications System

Circuits and other facilities, which are capable of communications between terminal equipment provided by other than the Company or Company stations.

Confirmed ASR

A customer's ASR for: a) Switched Access FIA which the Company has processed with the Engineering Department to confirm availability of facilities and/or equipment; and b) Special Access FIA for which the Company confirms to the customer that the established due date can be met. On the date that the ASR is confirmed, the standard service date interval commences.

Confirming Design Layout Report Date (CDLR)

Identifies the date that the Company is scheduled to receive confirmation that the Design Layout Report provided by the Company for a confirmed ASR is acceptable.

Conventional Signaling

The inter-machine signaling system which has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating end office to the switching machine which will terminate the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing, ten-digit ANI, ANI information digits, or acknowledgement wink are included in this signaling sequence.

Customer

Any individual, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity, which subscribes to the services offered under this Price List, including Interexchange Carriers (ICs), end users and Information Service Providers.

<u>Customer Designated Location (CDL)</u>

A location specified by the customer for the purpose f terminating FIA services. The Company must have access to the location to perform installation, testing, and maintenance functions. The customer may or may not have access to the location. CDLs include locations such as customer premises, end user premises, customer repeater stations, customer microwave towers, a Company's first point of switching, some other point where Telephone Company testing can occur, etc. A CDL may be designated by the customer for Switched Access, Special Access, or both in combination.

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

D-Conditioning

A Company special treatment of the transmission path in order to control C-notched noise and intermodulation distortion.

Daily Busiest Hour

The highest usage hour for each day with the reading taken on the clock hour or half hour. The clock hour or half hour selection varies from day to day, depending upon the usage measured. The Daily Busiest Hour is also known as the Bouncing Busy Hour.

Data Link Connection Identifier (DLCI)

A term used in Frame Relay to define a 10-bit field of the address field that identifies data links and their service parameters.

Data Transmission (107-Type) Test Line

An arrangement, which provides for the connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Dual Tone Multifrequency Address Signaling (DTMF)

A type of signaling that is an optional feature of FGA and BSA-A. It may be utilized when FGA or BSA-A is being used in the terminating direction. An office arranged for signaling would expect to receive address signals from the IC in the form of DTMF format.

Echo Path Loss

The measure of reflected signal at a four-wire interface without regard to the send and receive Transmission Level Point (TLP).

Echo Return Loss

A frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz) where talker echo is most annoying.

End Office Switch

A Company local switching system located in a wire center where Company local service subscriber station loops are terminated for purposes of originating and terminating traffic to or from a customer.

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

End User

Any subscriber of an intrastate telecommunications service that is not a carrier or reseller of the service. Carriers and resellers will be considered end users if they use the intrastate service for administrative purposes, or the resold transmissions originate on the reseller's premises. (e.g., hotels, motels and shared tenant services).

Engineering Review

The examination of an ASR with a customer requested change to determine if a design change is required. It includes, but is not limited to, the review for possible change requirements in equipment, interfaces, circuit configurations, engineering records, and billing.

Entry Switch

See First Point of Switching.

Excess Capacity

A quantity of FIA requested by the customer, which is greater than that which the Company would construct to fulfill the customer's ASR.

Exchange

A unit generally smaller than a Local Access and Transport Area (LATA), established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given LATA.

Exchange Access Signaling

The signaling system which is used, by equal access end offices, to transmit originating information and address digits to the customer's premises and which includes the means of verifying the receipt of these address digits. Features of this system include overlap outpulsing, identification of the type of call, identification of the ten-digit telephone number of the calling party, and acknowledgement wink supervisory signals.

Exit Message

An SS7 message sent to an end office by the Company tandem switch to mark the carrier connect time when the Company's tandem switch sends an Initial Message to the interexchange customer.

Extended Area Service (EAS)

An arrangement whereby a customer in one exchange can call a local number in another exchange that is part of the extended area without paying a toll charge.

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Facility

Generically, the various transmission media used for the transmission of telecommunication services. This includes, but is not limited to, cable (copper pair, coaxial and fiber optic) and microwave radio equipment.

Firm Order Confirmation (FOC) Date

The date that the Company will provide the schedule of dates for the provisioning activities associated with the customer's request for service.

First Point of Switching

Either the first telephone company location at which switching occurs on the terminating path of a call proceeding from the CDL to the terminating end office, or the last telephone company location at which switching occurs on the originating path of a call proceeding from the originating end office to the CDL.

Four-Wire to Two-Wire Conversion

An arrangement, which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity such as a central office switch trunk circuit or switching system.

Frame

A group of data bits, in a specific format, with a flag at either end to indicate the beginning and end of the frame. The defined format enables network equipment to recognize the meaning and purpose of specific bits.

Frame Relay Access Line

Frame Relay Access Lines provide access to the Frame Relay Service Network.

Frame Relay Port

For Frame Relay Service, the physical entry points for access lines and the originating and terminating points for Permanent Virtual Circuits (PVCs). Ports include the electronic equipment used in connecting these service elements to the Frame Relay Network, and enable customers to allocate bandwidth to application, as needed, at customer designated transmission speeds of 56 Kbps up to 45 Mbps.

Ground Start Supervisory Signaling

A type of signaling which provides for the application of ground on the tip side of the point of termination (assuming no signaling conversion has been provided by the Company) as an initial seizure signal before the application of ringing in the originating direction (towards the customer from the end office).

2. <u>GENERAL REGULATIONS</u> (Cont'd)

2.6 <u>Definitions</u> (Cont'd)

Hub Wire Center

A Company designated serving wire center at which bridging or multiplexing arrangements are provided.

Immediately Available Funds

A corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Individual Case Basis (ICB)

A condition where the regulations, if applicable, rates and charges for an offering under the provisions of this Price List are developed based on the circumstances in each case.

Information Service Provider

One who offers a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information which may be conveyed via telecommunications, except that such service does not include (1) any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service, or (2) the provision of time, weather, and such other similar audio services that are offered by local exchange companies.

Initial Address Message (IAM)

An SS7 message sent in the forward direction to trunk set up with busying of an outgoing trunk which carries the information about that trunk along with other information relating to the routing and handling of the call to the next switch.

Installed Cost

The total investment (estimated or actual) by the Company to provide facilities for the offered services.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denote any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communication by wire or radio, between two or more LATAs.

Interconnection

Denotes the termination of a customer's basic transmission facilities, including optical terminating equipment and multiplexers at or near a Company wire center or access tandem. Interconnection may be provided as either physical or virtual.

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Intermodulation Distortion

A measure of the nonlinearity of a circuit. It is measured using four tones, and evaluating the ratios (in dBs) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

Any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the State of Idaho.

Line

A communications path connecting an end office switch with an end user's premises or a CDL for the provision for FGA or BSA-A.

Line Group

A grouping of lines that are traffic engineered as a unit for the establishment of connections between end office switches and customers in which all of the communications paths are interchangeable.

Line Side Connection

A connection of a transmission path to the line side of an end office system.

Local Access and Transport Area (LATA)

A geographic area for the provision and administration of communications service. A LATA encompasses designated Access Areas that are grouped to serve common social, economic, and other purposes.

Local Area Network (LAN)

A network permitting the interconnection and intercommunication of a group of computers, primarily for the sharing of resources such as data storage devices and printers.

Logical Channel

A communications channel, which allows two-way simultaneous transmission of data packets through the Network. No circuit capability is pre-assigned to a logical channel. Capacity is made available as the data is transmitted. Each virtual connection utilizes one logical channel.

2. <u>GENERAL REGULATIONS</u> (Cont'd)

2.6 <u>Definitions</u> (Cont'd)

Maximum Burst Size

Denotes the consecutive number of ATM cells that can enter the ATM Cell Relay Service network above the Sustained Cell Rate level and below the Peak Cell Rate level.

Maximum Termination Liability (MTL)

The maximum amount of money for which the customer is liable in the event all FIA ordered in a Special Construction case are discontinued before a specified period of time.

Maximum Termination Liability Period

The length of time the customer is liable for a termination charge in the event specially constructed FIA are terminated. The MTL period is equal to the average account life of the FIA provided.

Mid Link

The Special Transport facilities between Hub Wire Centers where the circuit is bridged and/or where switching devices such as a loop transfer arrangement are located.

Milliwatt (102 Type) Test Line

An arrangement in an end office, which provides a 1004 Hz tone at O dBmO for one-way transmission measurements towards the CDL from the Company end office.

Multicarrier Access Area

An EAS for FGA and BSA-A or an area for FGB and BSA-B where FIA Services are provided by more than one telephone company in which a customer obtains access to an entire EAS or FGB or BSA-B area by obtaining FGA or BSA-A, or FGB or BSA-B access tandem arrangement that connects its switch with the First Point of Switching of the Primary Exchange Carrier.

National Security Emergency Preparedness (NSEP) Services

Telecommunications services which are used to maintain a state of readiness or to respond to and manage any event or crisis (local, national or international), which causes or could cause injury or harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

Net Salvage

The estimated scrap, sale, or trade-in value, less the estimated cost of removal. Cost of removal includes the costs of demolishing, tearing down, removing, or otherwise disposing of the material and any other applicable costs. Because the cost of removal may exceed salvage, facilities may have negative net salvage.

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Network Address

The alphanumeric character string used to specify the destination of each switched connection made within the network.

Network Channel Interface (NCI) Code

An ordering code that provides an indication of the generic channel type. The NCI code provides the technical characteristics of the interface and describes the physical and electrical characteristics of the special access interface to the CDLs. A complete description and listing of these interface codes is specified in the Company's Technical Interface Reference Manual.

Non-Overlap Outpulsing

The feature of the exchange access signaling system which provides initiation of pulsing to the customer's premises after the calling subscriber has completed dialing an originating call.

Nonrecoverable Cost

The cost of specially constructed facilities for which the Company has no foreseeable use should the customer terminate service.

Nonsynchronous Test Line

An arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but which can be made more rapidly.

North American Numbering Plan

A three-digit area or Numbering Plan Area (NPA) code and a seven-digit telephone number made up of a three-digit Central Office code (NXX) plus a four-digit station number (XXXX).

NSEP Treatment

The provisioning of a telecommunications service before others based on the provisioning priority level assigned by the Executive Office of the President.

Octet

Denotes a group of eight binary digits operated upon as an entity.

Off-Hook

The term "Off-Hook" denotes the active condition of Switched Access or a Company local service line.

2. GENERAL REGULATIONS (Cont'd)

2.6 <u>Definitions</u> (Cont'd)

On-Hook

The term "On-Hook" denotes the idle condition of Switched Access or a Company local service line.

Open Circuit Test Line

An arrangement in an end office which provides an ac open circuit termination of the trunk or line by means of an inductor of several Henries.

Operator Services Switching Location (OSSL)

A Company office where Company equipment processes Operator Service calls to or from a customer designated location in the same LATA.

Order Interval

The interval between the Application Date and the Service Date.

Originating Direction

The use of Switched Access for the origination of calls from an end user to a CDL.

Overlay Outpulsing

The feature of the exchange access signaling system which permits initiation of pulsing to the customer's premises before the calling subscriber has completed dialing an originating call.

OZZ Code

The service class routing code of a multifrequency (MF) call that indicates the interexchange carrier trunk group to which the traffic will be routed (e.g., 0+, 0-, 500, 900, etc.).

Permanent Virtual Circuit (PVC)

A logical circuit that defines a specific path for data sent by the customer to another location.

Plant Test Date

The date on which installation is completed and the Company to customer testing can begin.

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Point of Termination

The point of demarcation at a CDL or end user premises at which the Company's responsibility for the provision of FIA Service ends.

Port

A communications interface through which a customer or user sends data packets. Ports are the physical entry points for Access Lines. Ports include the electronic equipment used in connecting elements to the network.

<u>Premises</u>

A building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

Pre-service Testing

Tests performed on a FIA to assure standard transmission performance/parameters meet specifications prior to acceptance testing.

Primary Exchange Carrier

The telephone company in whose exchange a customer's first point of switching (i.e., dial tone for FGA or BSA-A, an access tandem for FGB or BSA-B) is located.

<u>Protocol</u>

A set of rules governing the format to be followed when transmitting information between communicating devices.

Public Pay Telephone

A switched coin line provided under the Public Telephone Service regulations of the Company's I.P.U.C. Price List No. 1

Query

The term "Query" denotes a Signaling System 7 (SS7) message requesting specific information from a data base.

Recoverable Cost

The cost of specially constructed facilities for which the Company has a foreseeable reuse,

either in place or elsewhere

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Registered Equipment

The customer's terminal equipment, which complies with or has been approved within the Registration Provisions of 47 CFR § 68.1 et al.

Release Message

An SS7 Message sent either direction to indicate that a specific circuit is being released.

Response

An SS7 message representing a reply to a request for information contained in a query.

Route Mileage

The actual Company provided facility mileage of a transmission circuit.

Scheduled Issue Date

The date the Company is scheduled to issue the confirmed ASR to all associated work groups.

Secondary Exchange Carrier (SEC)

The telephone company in whose exchange a customer does not subscribe to FGA or BSA-A, or FGB or BSA-B service, but from whose exchange the customer's end user can call the interexchange switch or CDL of an IC in the primary exchange of another telephone company on a toll-free basis.

Semi-Public Pay Telephone

A switched coin line provided under the Semi-Public Telephone Service regulations of the Company's I I.P.U.C. Price List No. 1.

Service Date

The date that the FIA is to be placed in service. A confirmed ASR is required to establish a service date.

Seven-Digit Manual Test Line

A set of optional features for all Switched Access which allow the IC to select balance, milliwatt, and synchronous test lines of FGA and BSA-A, by manually dialing a seven-digit number over the associated Switched Access.

Short Circuit Test Line

The end office circuit which provides an ac short circuit termination of the trunk or line by means of a capacitor of at least 4 microfarads.

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Signaling Point

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and/or terminating SS7 messages.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used (N) for standardized common channel signaling in the United States.

Statistical Multiplexing

A multiplexing technique in which timeslots are dynamically allocated on the basis of need rather than being predetermined; the data is typically transmitted on a first come, first served basis.

Synchronous Test Line

An arrangement of an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Telecommunications Service Priority (TSP) System

The term "Telecommunications Service Priority (TSP) System" or "TSP System" or "NSEP TSP System" refers to the regulatory, administrative and operational system authorizing and providing for priority treatment (i.e., the provisioning and restoration) of NSEP Services.

Temporary Facilities

Facilities used to provide FIA to a customer for less than the minimum service period or less than one month, whichever is longer, or to provide FIA while permanent facilities are being constructed.

Term Commitment

The length of time for which a customer agrees to pay for service, facilities or equipment. The payment period may be referred to as an Extended Service Plan (ESP), Optional Payment Plan (OPP), a Term Commitment Plan or Period (TCP), or Term Payment Plan (TPP).

Terminating Direction

The use of Switched Access for the completion of calls from a CDL to an end user.

<u>Trunk</u>

A communications path connecting two switching systems in a network, used in an end-to-end connection.

2. GENERAL REGULATIONS (Cont'd)

2.6 Definitions (Cont'd)

Trunk Group

A grouping of trunks that are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection

The connection of a transmission path to the trunk side of an end office switch.

User-to-Network Interface (UNI)

A standard interface used to connect the end user to the Frame Relay Service network. It receives the data frame from the customer's Local Area Network (LAN) or other such customer-provided equipment (CPE) devices and verifies that the Data Link Connection Identifier (DLCI) is valid before relaying the frame to the destination end point.

V&H Coordinates Method

A method of computing airline miles between two points by utilizing an established formula, which is based on the Vertical (V) and Horizontal (H) coordinates of the two points.

Virtual Connection

A logical channel resulting from call establishment to a network address that exists until the call is terminated by either party.

WATS Serving Office

A Company designated serving wire center where switching, screening and/or recording functions are performed in connection with a Special Access Line used with a Switching Interface as set forth in 4., following. ¹

Wire Center

A location in which one or more central office switches, and cross connection equipment used for the provision of Company telecommunications services, are located.

Wire Center Area

The geographic area served by a Wire Center through the use of central office switching equipment, cross connection equipment, and subscriber loops.

The use of the terms WATS or WATS-type throughout this Price List is primarily for ordering purposes and is not intended to restrict the use of the customer services when ordering Special Access and Switched Access in combination.

2. GENERAL REGULATIONS (Cont'd)

2.7 FIA Services Provided By More Than One Telephone Company

2.7.1 General

When Switched Transport or Special Transport service is provided by more than one telephone company, the telephone companies involved will mutually agree upon one of the billing methods as described in 2.7.2 or 2.7.3 based upon the type of access service and the interconnection arrangements between the telephone companies.

The Company will notify the IC which billing method will be used. The IC will place the ASR as described in 3.3.

2.7.2 Single Company Billing

The Single Company Billing method may be applied to FGA and BSA-A Switched Access Service.

The telephone company receiving the ASR from the IC, as specified in 3.3(A)(1), will arrange to provide the service, determine the applicable charges and bill the IC or end user for the entire service in accordance with its access tariff or price list. The airline mileage, if applicable, is determined using the V&H method as described in the National Exchange Carrier Association's (NECA) FCC tariff.

2.7.3 Meet Point Billing

Meet Point Billing is required when an access service is provided by multiple telephone companies for FGB, FGC, FGD, BSA-B, BSA-C and BSA-D Switched Access Services and Special Access. It is optional for FGA and BSA-A Switched Access Services.

There are two Meet Point Billing Options -- Single Bill and Multiple Bill. The telephone company must notify the IC of:

- the Meet Point Billing Option that will be used,
- the telephone company(s) that will render the bill(s),
- the telephone company(s) to whom payment(s) should be remitted, and
- the telephone company(s) that will provide the bill inquiry function.

The telephone company shall provide such notification at the time that an ASR is placed requesting access service. Additionally, the telephone company shall provide this notice in writing 30 days in advance of any change.

2. <u>GENERAL REGULATIONS</u> (Cont'd)

2.7 <u>FIA Services Provided By More Than One Telephone Company</u> (Cont'd)

2.7.3 Meet Point Billing (Cont'd)

(A) Single Bill Option

The Single Bill Option allows the IC or end user to receive one bill from one telephone company or its billing agent for access services.

The telephone company that renders the bill to the IC or end user may provide to the IC or end user, cross references to the other telephone company(s) service and/or the common circuit identifiers based upon industry standards. Should a billing dispute arise, the terms and conditions of the Billing Company will apply.

For usage rated access services the access minutes of use will be compiled by the Initial Billing Company and used by the Initial Billing Company and any subsequent Billing Company(s) for the development of access charges.

- The Initial Billing Company for FGB, FGC, FGD, BSA-B, BSA-C and BSA-D Switched Access
 services is normally the end user's serving office and for WATS usage the Initial Billing Company
 is normally the WATS serving office. When the Initial Billing Company is other than the normally
 designated telephone company, the telephone company will notify the IC or end user.
- The Subsequent Billing Company(s) is any telephone company(s) in whose territory a segment of the Switched Transport facility is provided and/or where the CDL is located.

The Single Bill option provides three billing alternatives, Single Bill/Single tariff, Single Bill/Pass-Through Billing and Single Bill/Multiple tariff which are described following:

(1) Single Bill/Single Tariff

Each telephone company will receive an ASR or a copy of the ASR from the IC as specified in 3.3(A)(2) and arrange to provide the service. The Initial Billing Company will:

- determine the applicable charges and bill in accordance with its tariff/price list;
- include all recurring and nonrecurring rates and charges of its tariff/price list; and
- forward the bill to the IC or end user.

The IC or end user will remit the payment to the Initial Billing Company.

2. GENERAL REGULATIONS (Cont'd)

2.7 <u>FIA Services Provided By More Than One Telephone Company</u> (Cont'd)

2.7.3 Meet Point Billing (Cont'd)

(A) Single Bill Option (Cont'd)

(2) Single Bill/Pass-Through Billing

Each telephone company will receive an ASR or a copy of the ASR from the IC as specified in 3.3(A)(2) and arrange to provide the service. Each telephone company will:

- determine its usage portion of Switched Transport and/or mileage portion of Special Transport as described in 2.7.3(C);
- determine the applicable charges and bill in accordance with its tariff/price list;
- include all recurring and nonrecurring rates and charges of its tariff/price list; and
- forward the bill to the Initial Billing Company for meet point billed access services.

The Initial Billing Company will:

- apply usage data, when needed, to the bill and calculate the charges;
- identify each involved telephone company's charges separately on the bill;
- combine all the bills of the involved telephone companies of a meet point billed access service into one access bill:
- forward the bill to the IC or end user; and
- advise the IC or end user how to remit the payment, either directly to each telephone company involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the IC or end user with written authorization for the payment arrangement.

(3) Single Bill/Multiple Tariff

Each telephone company will receive an ASR or a copy of the ASR from the IC as specified in 3.3(A)(2) and arrange to provide the service. The Initial Billing Company will:

- determine each telephone company's usage portion of switched transport and/or mileage portion of special transport as described in 2.7.3(C);
- determine the applicable charges and bill in accordance with each telephone company's tariff/price list;
- include all recurring and nonrecurring charges for each involved telephone company
- identify each involved telephone company's charges separately on the bill;
- forward the bill to the IC or end user; and
- advise the IC or end user how to remit the payment, either directly to each telephone
 company involved in the provision of this meet point billed service; or, as a single
 payment made to the Initial Billing Company. If payments are to be sent directly to the
 Initial Billing Company, the Subsequent Billing Company(s) will provide the IC or end
 user with written authorization for the payment arrangement.

2. GENERAL REGULATIONS (Cont'd)

2.7 <u>FIA Services Provided By More Than One Telephone Company</u> (Cont'd)

2.7.3 Meet Point Billing (Cont'd)

(B) Multiple Bill Option

The Multiple Bill option allows all telephone companies providing service to bill the IC or end user for their portion of a jointly provided access service. Each telephone company will:

- determine its usage portion of the Switched Transport and/or mileage portion of Special Transport as described in 2.7.3(C);
- determine the applicable charges and bill in accordance with its tariff/price list;
- include all recurring and nonrecurring rates and charges of its tariff/price list; and
- forward the bill to the IC or end user.

The IC or end user will remit the payments directly to each telephone company.

(C) Meet Point Billing Mileage Calculation

Each telephone company's portion of the Transport mileage will be determined as follows:

- Switched Transport is not distance sensitive. For Special Access Service determine the appropriate Special Transport total miles by computing the number of miles between the serving wire centers involved (i.e., CDL serving wire center, Hub wire center, WATS Serving Office) using the V&H method as described in the NECA FCC tariff. Where the calculated miles includes a fraction, the value is rounded up to the next full mile.
- Determine the billing percentage (BP), as described in the NECA FCC tariff. This
 the portion of the Service provided by each telephone company.

TABLE OF CONTENTS

3.	ORDERING OPTIONS FOR FIA			Sheet No.	
	3.1	<u>General</u>		1	
		3.1.1	Ordering Conditions	1	
		3.1.2	Provision of Other Services	4	
		3.1.3	Special Construction	4	
	3.2	Access S	ervice Request	5	
		3.2.1	Service Date Intervals	5	
		3.2.2	ASR Modifications		
			(A) Service Date Change Charge		
			(B) Partial Cancellation Charge		
			(C) Discontinuance of Service		
			(D) Design Change Charge		
			(E) Expedited Order Charge		
		3.2.3	Selection of Facilities for Access Service		
		3.2.4	Minimum Period		
		3.2.5	Minimum Period Charges		
		3.2.6	Cancellation of an ASR		
	3.3	Access Service Requests For Services Requests Provided By More Than One Telephone Company			
	3.4	Switched Access Minimum Capacity Requirements		12	

3. ORDERING OPTIONS FOR FIA

3.1 General

This section sets forth the regulations and order related charges for ASRs to provide the customer with FIA. These charges are in addition to other applicable charges in other sections of this Price List.

3.1.1 Ordering Conditions

- (A) A customer may order any amount of FIA (Switched or Special) of the same interface type, same Feature Group, same BSA or same Special Access between the same locations on a single ASR. A customer may order the changed use of Switched Access and Special Access over the same high capacity facility however, separate ASRs are required. The methodology for shared use is described in 5.6.7.
 - ASRs for FGA or BSA-A must be in number of lines required.
 - ASRs for FGB, FGC, FGD, BSA-B, BSA-C, BSA-D and SAC Access Service must be in Busy Hour Minutes of Capacity (BHMC).

Additional ASR requirements for Switched Access Service are described in Section 4.

(B) The customer shall supply all details necessary to complete an ASR. The details may include the: requested service date, customer name, CDL, end office, Interface Arrangement, type of Switched Access or Special Access, Supplemental Features, End Office Services and Signaling Interface, and originating and terminating capacity required. The customer may also be required to provide end user name and location, end user contact person, and end user access hours to complete an ASR for Special Access.

When a customer orders mixed interstate and intrastate Switched Access, the customer is required to provide an estimate of the percent of traffic, as described in Section 4., which will be intrastate. If the customer fails to provide this estimate, the order will not be processed until such time as the customer provides this estimate.

When a customer orders mixed-use Special Access service, the customer must indicate the jurisdiction based on the criteria in Section 5.1.6.

(C) When the Alternate Traffic Routing Optional Arrangement is ordered, more than one CDL will be supplied and the number of trunks or BHMC for FGB, FGC and FGD to each CDL shall be specified.

When the Alternate Traffic Routing Basic Serving Element (BSE) is ordered, more than one CDL will be supplied and the number of trunks or BHMC for BSA-B, BSA-C and BSA-D to each CDL shall be specified.

- 3. ORDERING OPTIONS FOR FIA (Cont'd)
 - 3.1 General (Cont'd)
 - 3.1.1 Ordering Conditions (Cont'd)
 - The customer shall order SAC Access Service, as described in Section 4., in the same manner as ordering FGD or BSA-D with the following exceptions. For 500 SAC Access Service or 900 SAC Access Service, customers may request direct connections only to those offices designated by the Company as 500 SAC Access Service or 900 SAC Access Service screening offices. All 500 NXX or 900 NXX code assignments and administration shall be in accordance with the North American Numbering Plan (NANP). 800/866/877/888 SAC Access Service is offered only with 800/866/877/888 Customer Identification Function as described in Section 4., and with 800/866/877/888 Data Base Query Service as described in Section 4. Customers may request 800/866/877/888 SAC access connections to suitably equipped end offices and access tandem offices. A list of those offices will be provided upon request. All 800/866/877/888 number assignments shall be administered by the Number Administration Service Center (NASC) through the Service Management System (SMS).

500 NXX codes or 900 NXX Codes to be activated and/or deactivated with 500 SAC Access Service or 900 SAC Access Service, must be provided to the Company at least 30 business days prior to the effective date of the change.

An ASR is required by the Company for 500 NXX codes or 900 NXX codes to be activated or deactivated on an access facility level basis. The Subsequent Ordering Charge - Switched Access as described in Section 4., will apply. In addition to the Subsequent Ordering Charge - Switched Access, the NXX Translation Charge as described in Section 4., shall apply to each 500 NXX code activated or deactivated in a Company switch capable of performing the customer identification function for 500 SAC Access Service. Customer assigned codes, for which an ASR has not been received, will be blocked.

When SAC Access Service is not terminated over a WATS Access Line as described in 5.1.1, the customer must notify the Company of all local exchange telephone numbers to which SAC Access Service traffic is designated so that the Company can balance the end office in accordance with standard Company engineering practices for heavy volume lines.

- 3. ORDERING OPTIONS FOR FIA (Cont'd)
 - 3.1 General (Cont'd)
 - 3.1.1 Ordering Conditions (Cont'd)
 - (E) The provision of Special Access requires the selection of a Terminating Option as defined in 5.3. When a customer orders DS3 Special Access, the customer may specify on the ASR if the interface is to be an electrical or an optical interface. In the event the customer does not identify an interface preference with the ASR, the Company will provide an electrical interface.

When a customer orders DS3C SAL, the Company will provide an optical interface unless service is provided via microwave, in which case an electro-magnetic interface is provided, or unless the customer specifies on the ASR a request for an electrical interface.

DS3 and DS3C Services are provided as ICBs.

(F) An ASR is required from the customer to add 1+ coin traffic from an end office. At the customer's option, the ASR can be issued at a 1+ coin tandem or end office level. For an initial customer order at a 1+ coin tandem, the Company must receive the request at least 120 calendar days prior to the requested effective date. Standard provisioning intervals will apply to subsequent orders involving that 1+ coin tandem.

The customer must provide the Company with written notification stating that an order is being submitted pursuant to an agreement with a secondary service provider prior to the routing of 1+ interLATA coin traffic to a provider other than the customer.

(G) When ordering Operator Services, an ASR is required to establish a new FGC, FGD, BSA-C or BSA-D trunk group(s) or to add Operator Services to an existing FGC or FGD trunk group between the Company's Operator Services Switching Location and one CDL in the same LATA.

When measurement capability does not exist for Operator Services per call charges, a forecast of the number of Operator Services calls anticipated is required from the customer as described in 8.1.4.(B) when the initial order for Operator Services is placed.

(H) When ordering SS7 Out of Band Signaling as described in Section 4., the customer shall provide an ASR specifying a reference to existing CCS7 Access service facilities or a reference to a related ASR for CCS7 Access Service as described in the Company's FCC tariff. The customer's ASR shall also include STP point codes, STP location identifier codes, FGD or BSA-D trunk or 800/866/877/888 Service Access trunk circuit identification codes, and switch type. When ordering SS7 Out of Band Signaling for FGD or BSA-D, the customer shall specify that all traffic carried by that FGD or BSA-D will be equipped with out of band signaling. The customer shall work cooperatively with the Company to determine the number of CCS7 access service connections required to handle the customer's SS7 Out of Band Signaling traffic.

3. ORDERING OPTIONS FOR FIA (Cont'd)

3.1 General (Cont'd)

3.1.1 Ordering Conditions (Cont'd)

(I) When ordering FGD or BSA-D Switched Access with 950-XXXX Access as described in Section 4., the customer shall provide an ASR specifying which 950-XXXX access code(s) are to be routed and the FGD or BSA-D Switched Access Service over which resulting originating 950-XXXX access code calls are to be routed.

3.1.2 Provision of Other Services

- (A) At the option of a customer, Additional Labor, Telecommunications Service Priority (TSP), Testing and Special Routing services may be ordered with an ASR at the same time the ASR is accepted by the Company. Such requests will be considered to be supplemental to the ASR. The rates and charges for these services as specified in other sections of this Price List will apply in addition to the ordering charges specified in this section and the rates and charges for the Switched Access or Special Access with which they are associated.
- (B) The items listed in (A) may subsequently be added to the ASR, up to and including the service date established by the ASR. When ordered subsequently, charges for ASR modifications as described in 3.2.2 will apply.

3.1.3 Special Construction

The regulations, rates and charges for Special Construction in Section 10 are in addition to the regulations, rates and charges specified in this section.

3. ORDERING OPTIONS FOR FIA (Cont'd)

3.2 <u>Access Service Request</u>

An ASR is used by the Company to receive orders for the following types of FIA requested by the customer:

- Switched Access as described in Section 4.
- Special Access as described in Section 5, and
- Other Services as described in other sections of the Price List.

3.2.1 Service Date Intervals

The time required to provision service is known as the service date interval. Such intervals will be established in accordance with published service date interval guidelines which are available to customers upon request. The service date interval guidelines will apply to ASRs and will specify the quantities of FIA that can be provided on the same service date. The customer may request a service date other than that established pursuant to the service date interval guidelines. The Company, where possible, will establish the service date in accordance with such request, subject to other applicable provisions of this Price List.

3.2.2 ASR Modifications

The customer may request a modification of its ASR prior to the service date. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an ASR within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Company will notify the customer. If the customer still desires the ASR modification, the Company will schedule a new service date. All charges for ASR modifications will apply on a per occurrence basis. Where a new ASR may be required the appropriate charges as set forth in other sections of this Price List will be applicable.

Any increase in the number of Switched Access lines for FGA or BSA-A; or BHMCs for FGB, FGC, FGD, BSA-B, BSA-C or BSA-D, and SAC Access Service or Special Access circuits will require the issuance of a new ASR for the incremental capacity.

(A) Service Date Change Charge

ASR service dates may be changed, however, a Service Date Change Charge will apply for each service date change after the Plant Test Date on the ASR.

For Switched Access, the new service date may not exceed the original service date by more than 30 calendar days. If the requested service date is more than 30 calendar days after the original service date, the ASR will be canceled by the Company and cancellation charges in 3.2.6 will apply. The ASR will be reissued with the new service date.

For Special Access, except as specified below, the new service date may not exceed the original service date by more than 30 calendar days. If the requested service date is more than 30 calendar days after the original service date, the ASR will be canceled by the Company. Cancellation charges in 3.2.6 will apply and the ASR will be reissued with the new service date unless the customer indicates that billing for the service is to commence as in 3.2.6(A).

- 3. ORDERING OPTIONS FOR FIA (Cont'd)
 - 3.2 Access Service Request (Cont'd)
 - 3.2.2 <u>ASR Modifications</u> (Cont'd)
 - (A) Service Date Change Charge (Cont'd)

With the agreement of the Company, a new service date may be established that is prior to the original service date and the provisions in 3.2.2(D) will apply in addition to the Service Date Change Charge.

Rate

Service Date Change Charge

\$ 35.24

(B) Partial Cancellation Charge

Any decrease in the number of Switched Access lines for FGA or BSA-A; trunks or BHMC for FGB, FCC, FGD, BSA-B, BSA-C, BSA-D and SAC Access Service, or Special Access circuits will be treated as a partial cancellation.

A customer may cancel any number of Special Access circuits.

When a customer partially cancels the service ordered on an ASR, charges will apply as follows:

- (1) When an ASR for Switched Access Service or Special Access Service is partially canceled on or after the Application Date, the associated Initial Ordering Charge for Switched or Special Access will apply. A Subsequent Ordering will also apply for the reissuance of a supplement order.
- (2) When an ASR for Special Access Service is partially canceled on or after the Plant Test Date, the Initial and Subsequent Ordering Charges will apply, plus the Installation Charge(s) associated with the items canceled.
- (3) When a customer cancels part of an ASR for which billing has commenced as provided in 3.2.2(A) and 3.2.6(A), cancellation charges in 3.2.6(C)(3) will apply to that part of the ASR being canceled.

3. ORDERING OPTIONS FOR FIA (Cont'd)

3.2 <u>Access Service Request</u> (Cont'd)

3.2.2 ASR Modifications (Cont'd)

(C) Discontinuance of Service

A customer may discontinue FIA that is in service at any time. The request for discontinuance of service must be received by the Company at least two business days prior to the date on which service is to be disconnected and billing discontinued. The request may be verbal or written, however, a verbal request must be followed, within ten days, by written confirmation. The written confirmation serves as a confirmation of the verbal request rather than a request by itself. The customer must notify the Company of a delay or cancellation in the discontinuance request prior to the disconnect date. If a service is discontinued prior to the expiration of the Minimum Period in 3.2.4, the Minimum Period Charges in 3.2.5 may apply.

(D) Design Change Charge

The customer may request a design change to a pending ASR for both Switched and Special Access or request a change to an existing Switched Access Service. A design change is a change, which requires engineering review. The regulations, rates and charges for a design change are as found in Section 4., for Switched Access Service, and Section 5.6.1(D)(3) for Special Access Service, and are in addition to the regulations, rates and charges specified in this section.

(E) Expedited Order Charge

When placing an Access Service Request a customer may request a service date that is prior to the Telephone Company's published service date interval. If the Telephone Company determines that the service can be provided on the requested date, an Expedited Order Charge will apply.

A customer may also request an earlier service date on a pending Access Service Request. If the customer's request can be accommodated, a Service Date Change Charge as described in Section 3.2.2 (A) will apply in addition to the Expedited Order Charge.

If the Telephone Company is subsequently unable to meet an agreed upon expedited service date, the Expedited Order Charge will not apply.

In the event that the Telephone Company provides service on an expedited basis by customer request and the customer then delays service, an additional Service Date Change Charge as described in Section 3.2.2 (A) will apply.

- 3. ORDERING OPTIONS FOR FIA (Cont'd)
 - 3.2 Access Service Request (Cont'd)
 - 3.2.2 ASR Modifications (Cont'd)
 - (E) Expedited Order Charge (Cont'd)

The Expedited Order Charge applies per order, based on the requested service date. A request to expedite service to be available the next day is a one day expedite, a request for service in two days is a two day expedite, and so on to a request for service a week from the request date is a seven day expedite. Expedited orders for same day service are not available. If the requested service date is at the published service date interval or later, no Expedited Order Charge will apply.

Rates for Expedited Order Charges are as follows:

Charge

One Day Expedite \$504.00
Two Day Expedite 486.00
Three Day Expedite 469.00
Four Day Expedite 451.00
Five Day Expedite 448.00
Six Day Expedite 445.00
Seven Day Expedite 441.00
Eight Day Expedite 441.00
Nine Day Expedite 441.00

3. ORDERING OPTIONS FOR FIA (Cont'd)

3.2 <u>Access Service Request</u> (Cont'd)

3.2.3 Selection of Facilities for Access Service

(A) Requests for a specific circuit is not an option of the customer except as provided for under Special Facilities Routing of FIA as described in Section 9.

3.2.4 Minimum Period

- (A) The Minimum Period for which Special Access and Basic Service Elements are provided and for which charges are applicable, is one month, except as in (C) and (G).
- (B) The Minimum Period for Miscellaneous Services is in Section 6.
- (C) The Minimum Period for Ancillary Services is in Section 8.
- (D) The Minimum Period for temporary videoband and program audio Special Access is the minimum period for which rates are established in Section 5.7. The Special Access will be provided only for the duration of the event specified on the ASR (e.g., one-half hour, two hours, five hours, etc.).
- (E) The Minimum Period for FIA provided under Special Construction provisions and for which charges are applicable is as specified in Section 10.
- (F) The Minimum Period for FGA, FGB, FGC, BSA-A, BSA-B, BSA-C, SAC Access Service, and for FGD or BSA-D ordered after the conversion of an end office to equal access is one month. For the application of the minimum period charges for Switched Access Service FGA, FGB, FGC, BSA-A, BSA-B, BSA-C, SAC Access Service, and for FGD or BSA-D ordered after the conversion of an end office to equal access, it is assumed the last identical capacity placed in service is the first one discontinued.
- (G) For FGD or BSA-D ordered prior to the conversion of an end office to equal access and (1) canceled prior to the conversion date, a Cancellation Charge as specified in 3.2.6 applies.

3.2.5 Minimum Period Charges

When FIA are discontinued prior to the expiration of the Minimum Period, charges are applicable for the remaining month(s) and/or fraction thereof of the Minimum Period.

The Minimum Period Charge will be determined as follows:

- (A) For Switched Access usage sensitive rate elements, the charge for the minimum period, or fraction thereof, is equal to the applicable rates for the actual or assumed usage for the minimum period or such fraction thereof.
- (B) For Special Access, the charge is the applicable monthly rate for the service(s) in 5.7.
- (C) For part-time or occasional program audio Special Access services, the rates in 5.7 will apply.

3. ORDERING OPTIONS FOR FIA (Cont'd)

3.2 <u>Access Service Request</u> (Cont'd)

3.2.6 Cancellation of an ASR

(A) A customer may cancel ordered FIA on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the customer that the ASR is to be canceled. The verbal notice must be followed by written confirmation within 10 days.

For Switched Access, if a customer is unable to accept service within 30 calendar days of the original service date, the ASR shall be considered canceled and charges in (C) and (D) will apply. In such instances, the cancellation date shall be the 31st calendar day beyond the original service date of the ASR.

For Special Access, if a customer is unable to accept service within 30 calendar days of the original service date, the customer has the choice of the following options:

- the Special Access ASR shall be canceled and charges in (C) will apply, or
- billing for the service will commence.

In either case, the cancellation date or the billing date shall commence on the 31st calendar day beyond the original service date of the ASR.

(B) ASR costs are considered to have started when the Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred. These costs include but are not limited to preliminary engineering, orders to suppliers, and other similar items of cost. For purposes of determining cancellation charges the costs are considered to have started the day the Company receives the ASR. For all ASRs this is known as the Application Date. The cancellation charges will not apply until the customer is notified of such charges.

- 3. ORDERING OPTIONS FOR FIA (Cont'd)
 - 3.2 <u>Access Service Request</u> (Cont'd)
 - 3.2.6 Cancellation of an ASR (Cont'd)
 - (C) When a customer cancels an ASR for the installation of new service, or an ASR to modify existing service, charges will apply as follows:
 - (1) When an ASR for Switched Access Service is canceled on or after the Application Date, all nonrecurring charges associated with the Switched Access ASR, will apply as specified in Section 4.
 - (2) When an ASR for Special Access Service is canceled on or after the Application Date before the Plant Test Date, the appropriate Service Ordering Charge will apply as specified in 5.6.1(D)(1).
 - When an ASR for Special Access Service is canceled on or after the Plant Test Date, the Initial or Subsequent Ordering Charge and Service Installation Charges will apply as specified in 5.6.1(D), plus any Installation Charges associated with supplemental features or arrangements.
 - (3) When a customer chooses to commence billing rather than cancel an ASR for Special Access as in (A), the customer must submit an ASR prior to calendar day 31 from the original service date and request a service date change. The new service date may not exceed the original service date by more than 120 calendar days. Charges in 3.2.2(A) will apply for each subsequent service date change request after calendar day 31, not to exceed 120 calendar days.

When a customer elects to commence billing, monthly recurring charges will begin accruing at calendar day 31 after the original service date. Upon completion of the ASR, the initial bill for Special Access Service will include these accrued charges and any additional nonrecurring charges in addition to billable charges specified in 2.4.1(C).

If the ASR is not completed within 121 calendar days of the original service date, the ASR will be canceled. Cancellation charges in (C)(2) will apply. In addition, the customer will be billed the accrued monthly recurring charges specified above plus any additional nonrecurring charges applicable for the Special Access Service. These charges will be computed commencing at day 31 after the original service date up to and including the cancellation date, not to exceed 90 days of service (120 days from the original service date). The Company will not reissue an ASR with a new service date beyond 121 calendar days. It will be the customer's responsibility to submit a new ASR for Special Access Service.

3. ORDERING OPTIONS FOR FIA (Cont'd)

3.3 Access Service Requests for Services Provided By More Than One Telephone Company

3.3.1 Switched or Special Access Services provided by more than one telephone company are services where one end of the Switched Transport or Special Transport facility is in the operating territory of one telephone company and the other end of the facility is in the operating territory of a different telephone company.

The ordering procedure for this service is in (1) and (2). The telephone company will notify the customer, identifying which ordering procedures will apply.

(A) Single Company Billing

The telephone company receiving the ASR from the IC will arrange to provide the service and bill the IC or end user as described in 2.7.2. The IC will place the ASR with the telephone company as follows:

(1) For Switched Access Services the IC will place the ASR with the telephone company in whose territory the FGA dial tone office is located.

When the preceding is not in the same telephone company's territory as the customer designated location (CDL), the IC must supply a copy of the ASR to the telephone company in whose territory the CDL is located.

(B) Meet Point Billing

Each telephone company will provide its portion of the Switched Transport or Special Transport Service within its operating territory to the meet point with the other telephone company(s). The BP will be determined by the telephone companies involved in providing the FIA service and listed in the NECA FCC tariff.

For all Switched Access Services and Special Access Services the order will be placed with the telephone company based upon industry guidelines.

3.4 Switched Access Minimum Capacity Requirements

- 3.4.1 When a customer orders Switched Access, it will be provided subject to the minimum capacity provisions in 3.4.2 through 3.4.5.
- 3.4.2 There is no minimum capacity for Interface Arrangements 1 and 2 as described in 3.4. However, for Interface Arrangements 3 through 10 the minimum capacity is in 3.4.4 for which charges are applicable as found in 3.4.4. A description of Interface Arrangements is found in Section 4.
- 3.4.3 For the purpose of administering the minimum capacity provisions, different Switched Access feature groups for the same customer may be grouped together if the facilities provided for all the connections are the same and terminate in the same facilities terminal in the same telephone company access tandem or end office.

- 3. ORDERING OPTIONS FOR FIA (Cont'd)
 - 3.4 <u>Switched Access Minimum Capacity Requirements</u> (Cont'd)
 - 3.4.4 The following table provides the total capacity of the interface and the thresholds for minimum ASR requirements. When the customer requests one of the following it is required to order sufficient lines for FGA, and sufficient BHMCs for FGB, FGC, FGD and SAC Access Service to satisfy the minimum capacity.

When the customer requests more than one of the same Interface Arrangements, it is required to meet the total minimum capacity of all such Interface Arrangements, e.g., a customer with two DS1 Interface Arrangements will be billed a minimum of 34 DS1 circuits.

Interface <u>Arrangement</u>	Interface <u>Type</u>	Interface Name	Total <u>Capacity</u> (circuits)	Minimum Capacity (circuits)
1	Voice Frequency	2-Wire	1	NA
2	Voice Frequency	4-Wire	1	NA
3	Analog	Group	12	9
4	Analog	Supergroup	60	42
5	Analog	Mastergroup	600	420
6	Digital	DS1	24	17
7	Digital	DS1C	48	34
8	•			
9	Digital	DS3	672	471
10	Digital	DS3C	1344	941

TABLE OF CONTENTS

4.	SWITCHED ACCESS		
	4.1	General	1
	4.2	Language Exceptions	1
	13	Rate Exceptions	1

4. SWITCHED ACCESS

4.1 General

The Telephone Company adopts Section 47 and associated rates in Section 21 of Frontier Ziply Fiber Telephone Companies Tariff FCC No. 2 (the Telephone Company's interstate access tariff) effective as of July 1, 2012, and any successive issues thereto. This tariff was filed with the FCC on behalf of the Telephone Company and affiliated companies.

This tariff includes all the rules, regulations, rates and charges under which interstate access services will be offered. Exceptions to this adoption of the tariff schedules, if any, are as follows.

4.2 <u>Language Exceptions</u>

(None)

4.3 Rate Exceptions:

	Originating Non-8YY	Terminating*
Local Switching Service Category		
PREM EOS 1 (BUNDLED)	\$0.01270328	*
PREM EOS 2 (BUNDLED)	\$0.01270328	*
NONPREM EOS (BUNDLED)	\$0.01270328	*
PREM EOS 1 (UNBUNDLED) CKT SWITCHED	\$0.01270328	*
LINE		
PREM EOS 2 (UNBUNDLED) CKT SWITCHED	\$0.01270328	*
LINE		
NONPREM EOS (UNBUNDLED) CKT SWITCHED	\$0.01270328	*
LINE		
PREM EOS 1 (UNBUNDLED) CKT SWITCHED	\$0.01270328	*
TRUNK		
PREM EOS 2 (UNBUNDLED) CKT SWITCHED	\$0.01270328	*
TRUNK		
NONPREM EOS (UNBUNDLED) CKT SWITCHED	\$0.01270328	*
TRUNK		
PREM ALTERNATE TRAFFIC ROUTING-BSE	\$53.30	
NONPREM ALTERNATE TRAFFIC ROUTING-	\$53.30	
BSE		
Tandem Switched Transport Service Category		
TANDEM SW TERM	\$0.01899036	*

^{*} See Telephone Companies Tariff FCC No. 2 for Originating 8YY and Terminating rates.

TABLE OF CONTENTS

SPEC	ECIAL ACCESS		
5.1	<u>Genera</u>	<u> </u>	1
	5.1.1	Rate Elements	1
	5.1.2	Special Access Configurations	6
	5.1.3	Special Facilities Routing	9
	5.1.4	Design Layout Report	9
	5.1.5	Acceptance Testing	9
	5.1.6	Ordering Conditions	10
5.2	<u>Descrip</u>	tion of Special Access	11
	5.2.1	Voiceband	12
	5.2.2	Program Audio	13
	5.2.3	Videoband	14
	5.2.4	Wideband Analog	15
	5.2.5	Wideband Data Service	15
	5.2.6	High Capacity Digital	15
	5.2.7	Digital Data Service	15
5.3	<u>Descrip</u>	tion of Terminating Options	16
	5.3.1	Narrowband	16
	5.3.2	Voice Grade	17
	5.3.3	Program Audio	18
	5.3.4	Videoband	19
	5.3.5	Wideband Data Service	19
	5.3.6	High Capacity Digital	19
	5.3.7	Digital Data Service	20
5.4	<u>Descrip</u>	tion of Supplemental Features	20
	5.4.1	Bridging	20
	5.4.2	Conditioning Arrangements - Data	21
	5.4.3	Conditioning - Program Audio	22
	5.4.4	Signaling Arrangements	23
	5.4.5	Echo Control	24
	5.4.6	Improved Return Loss	25
	5.4.7	Voiceband Facility Switching Arrangement	25
	5.4.8	Automatic Protection Switch	25
	5.4.9	Improved Termination Option	25
	5.4.10	Improved Equal Level Echo Path Loss Option – ELEPS-2	26

TABLE OF CONTENTS

).	SPE	SPECIAL ACCESS		Sheet No.	
	5.5	Descrip	tion of Multiplexing Arrangements	26	
	5.6	S Rate Regulations		29	
		5.6.1	Types of Rates and Charges	29	
		5.6.2	Minimum Periods	35	
		5.6.3	Mileage Measurement	35	
		5.6.4	Moves	36	
		5.6.5	Rates and Charges on an Individual Case Basis	37	
		5.6.6	Hub Wire Centers	38	
		5.6.7	Shared Use Analog and Digital High Capacity Service	40	
		5.6.8	Temporary Videoband Service	41	
		5.6.9	Optional Payment Plan (OPP)	42	
	5.7	Rates a	nd Charges	44	
		5.7.1	Special Access Ordering Charges	44	
		5.7.2	Voiceband Facilities	45	
		5.7.3	Program Audio (200-3500 Hz) Facilities	48	
		5.7.4	Program Audio (100-5000 Hz) Facilities	48	
		5.7.5	Program Audio (50-8000 Hz) Facilities	49	
		5.7.6	Program Audio (50-15000 Hz) Facilities	49	
		5.7.7	High Capacity Digital DS1 (1.544 Mbps) Facilities	50	
		5.7.8	High Capacity Digital DS1C (3.152 Mbps) Facilities	50	
		5.7.9	Temporary Videoband Facilities ICB	50	
		5.7.10	Digital Data Service Facilities	51	
		5.7.11	Multiplexing Arrangements	52	
	5.8	Miscella	aneous Special Access Services	53	
		581	Clear Channel Canability	53	

SPECIAL ACCESS

5.1 General

Special Access provides a transmission path to connect CDLs¹ within a LATA for Intrastate Telecommunications. Special Access applies to interexchange and interoffice services. Special Access provided to a customer may be connected directly to customer facilities, through 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.

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, Wideband Data Service) provided are described in 5.2.

5.1.1 Rate Elements

With the exception of Temporary Videoband Service, there are five basic rate elements which apply to Special Access Service:

Special Transport [described in 5.1.1(A)]
Special Transport Termination [described in 5.1.1(E)]
Special Access Line [described in 5.1.1(B)]
Supplemental Features (described in 5.1.1(C)
Multiplexing Arrangements (described in 5.1.1(D)

Generic Name

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

Company Name

Access to Clear Channel Transmission	Clear Channel Capability
Automatic Protection Switching	Automatic Protection Switching
Bridging	Bridging
	0 """ '

Conditioning
Data Over Voice (DOV) Service
Secondary Channel Capability
Dining
DOV Connect
Digital Data Service Secondary Channel

Multiplexing - Digital 2000 Multiplexing Arrangements

Company Centrex CO-like switches are considered to be CDLs for the purposes of this Price List.

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 Company Hub Wire Center or between two Company Hub Wire Centers. This rate element is distance sensitive and varies with type of capability (i.e., analog or digital) and type of facility (e.g., Voiceband, Wideband 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.
- (2) Special Transport may be used in conjunction with Switched Access for the purpose of provisioning Originating Only, Terminating Only or Combined Originating/Terminating Access as set forth in Section 4., preceding. Special Transport employed in this manner provides the FIA for the closed-end of the service between the wire center serving the end user's CDL where WATS Serving Office functions are not available and the WATS Serving Office.

When the necessary WATS Serving Office functions are not provided at the wire center, which serves the end user's CDL, the Company will designate the nearest wire center where the WATS Serving Office functions are available.

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 between a CDL and the serving wire center of that location. This rate element varies by type of capability (i.e., analog or digital) and type of facility (e.g., Voiceband, Wideband Data Service, etc.).

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

One Special Access Line charge applies per CDL at which the facility is terminated. This charge will apply even if the CDL and the serving wire center are co-located in a Company building. The Special Access Line charge used with a Switching Interface, as set forth in (2) below, is applicable only for the transmission facilities between the end user's CDL and the serving wire center of that location.

The DS1 Special Access Line provided under this price list will not be billed when used with Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) that uses alternate higher capacity digital facilities for the loop transport. This includes, i.e., providing service under the Tariff FCC No. 2, Section 4 – Optical Networking when the optical node is at the same location, DS3s, or comparable local price lists and special assemblies. A DS1 Special Access Line provided to the serving wire center at which the customer obtains ISDN PRI Service will be transmitted with B8ZS Clear Channel Capability per Technical Reference Publication GR-342, Issue 1.

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) A Special Access Line may be provided in conjunction with FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C and BSA-D Switched Access Service for the purpose of Originating Only, Terminating Only or Combined Originating and Terminating Access as in Section 4. A Switching Interface is required for the provision of this service as described in Section 4. The Special Access Line provides the closed-end of the dedicated facilities between an end user's CDL and its serving wire center. This serving wire center may or may not be a WATS Serving Office. In those instances when the serving wire center is not a WATS Serving Office Special Transport is applicable as in 5.1.1(A) to the nearest Company WATS Serving Office.

The Switched Access used in conjunction with the Special Access Line provides various standard switching functionalities and optional arrangement as described in Section 4.

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 with Standard Transmission Specifications as described in the Company's 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 for these services are found in 5.7.2 following for two-wire and four-wire Voiceband Special Access Lines.

5. <u>SPECIAL ACCESS</u> (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 following, and rates are set forth in 5.7 following.

(D) <u>Multiplexing Arrangements</u>

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 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 arrangement are provided in 5.5 following, and rates are set forth in 5.7 following.

(E) Special Transport Termination

The Special Transport Termination rate element applies only to DS1 and DS1C service offerings. It 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 DS1 and DS1C services.

5. SPECIAL ACCESS (Cont'd)

General (Cont'd) 5.1

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:

CDL **SWC SWC** CDL SAL ST SAL 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)

5. SPECIAL ACCESS (Cont'd)

5.1 General (Cont'd)

5.1.2 <u>Special Access Configurations</u> (Cont'd)

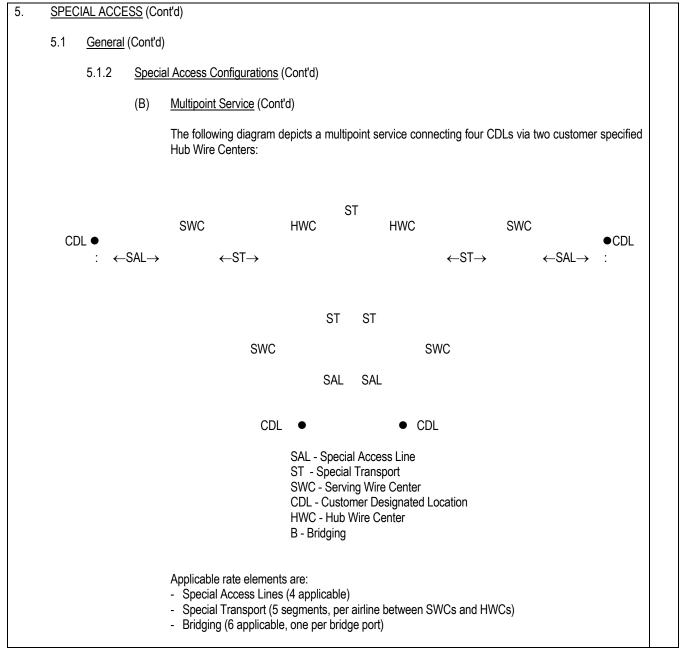
(B) Multipoint Service

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

Only Voiceband, Program Audio and Digital Data Service facilities 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) Multiplexing Arrangements when applicable.



5. SPECIAL ACCESS (Cont'd)

5.1 General (Cont'd)

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 <u>Design Layout Report</u>

The Company will provide to the customer the makeup of the Special Access provided under this Price List 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 customer's request, the Company will cooperatively test, at the time of installation and at no additional charge, the following parameters:

A. For Voiceband services, acceptance testing will include test 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.

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 identified in the Company's Technical Interface Reference Manual for each of these services.

When the customer requests the performance of additional cooperative tests which are not required to meet these specified performance parameters, charges as set forth in 6.6 (B) following will apply. All test results will be made available to the customer upon request.

If acceptance tests are not started within 30 minutes after pre-service tests have been completed and the customer has been notified by the Company, additional charges may apply, as set forth in 6.2 following, unless the delay is caused by the Company.

5. SPECIAL ACCESS (Cont'd)

5.1 General (Cont'd)

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 Charges, Cancellation Charges, etc.).

A. Determination of Jurisdiction of Mixed Use Special Access Service

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

- If the customer's estimate of the interstate traffic on the service involved constitutes 10% or less
 of the total traffic on that service, the service will be ordered and provided in accordance with the
 applicable rules and regulations of this Price List.
- 2. If the customer's estimate of the interstate traffic on the service involved constitutes more than 10% of the total traffic on that service, the service will be ordered and provided in accordance with the applicable rules and regulations of the Company's FCC tariff.

B. Special Access Jurisdictional Verification

If a billing dispute arises or a regulatory commission questions the customer's estimate of the projected interstate percentage of traffic, the Company will ask the customer to provide the data the customer uses to determine the interstate percentage. The customer shall supply the data within 30 days for the Company request. The customer shall keep records of system design and functions from which the percentage of interstate and intrastate use can be ascertained and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

5. SPECIAL ACCESS (Cont'd)

5.2 Description of Special Access

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

- -Voiceband
- -Program Audio
- -Videoband
- -Wideband Analog
- -Wideband Data
- -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

Special Access offerings 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 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 the Company's Technical Interface Reference Manual. The Company will maintain existing transmission specifications on services installed prior to the effective date of this Price List, except that existing services with performance specifications exceeding the standards in the Company's Technical Interface Reference Manual will be maintained at the performance level specified in the manual.

The customer also has the option of ordering Voiceband and analog and digital high capacity facilities to a 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 that may be derived from each type of facility, are set forth in 5.5 following. 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 following.

For example, a customer may order a 3.152 Mbps facility from a CDL to a Company Hub for multiplexing to two 1.544 Mbps channels. The 1.544 Mbps channels may be further multiplexed at the same or a different Hub to Voiceband or Wideband Analog (i.e., Group level) channels or may be extended to other CDLs. Optional features may be added to either the 1.544 Mbps or the Voiceband Channels.

A customer may also order high capacity facilities from an end user's CDL to a Company Hub for the purpose of originating or terminating WATS. High capacity to voice multiplexing is required at the Hub.

5. SPECIAL ACCESS (Cont'd)

5.2 Description of Special Access (Cont'd)

5.2.1 Voiceband

(A) Two-Wire Voiceband Facility

These facilities are unconditioned and are capable of transmitting voice or data signals within the frequency spectrum of approximately 300 Hz to 3000 Hz. These facilities are furnished on a two-point or multipoint basis and may be terminated two-wire or four-wire at the point of termination. They permit the simultaneous transmission of information in both directions over a circuit, but it is not possible to ensure independent information transmission in both directions. Supplemental features may be added, at applicable charges, to enhance the operational capabilities of these facilities.

(B) Four-Wire Voiceband Facility

These facilities are unconditioned and are capable of transmitting voice or data signals within the frequency spectrum of approximately 300 Hz to 3000 Hz. The facilities are furnished on a two-point or multipoint basis and may be terminated two-wire or four-wire at the point of termination. When terminated four-wire, they permit simultaneous independent transmission of information in both directions over a circuit. However, when terminated two-wire, simultaneous independent transmission cannot be supported. Supplemental features may be added, at applicable charges, to enhance the operational capabilities of these facilities.

5. SPECIAL ACCESS (Cont'd)

5.2 Description of Special Access (Cont'd)

5.2.2 Program Audio

These facilities are arranged and provided for the transmission of non-broadcast audio which is used in connection with loudspeakers, wired music, closed circuit, or recordings. Facilities to be used in connection with broadcast audio must be ordered from the appropriate interstate tariff. Audio facilities are furnished for transmission in one direction. Audio facilities may be provided on a two-point or multi-point basis.

Program audio facilities are provided on either a full-time or part-time basis. The minimum periods for full-time and part-time service are set forth in 3.2.4, preceding. When a part-time program audio service is provided for ten or more consecutive days it will be treated as a full-time service and rated accordingly. In no event will the charge for continuous part-time program audio exceed the amount that would have been charged in the same time period for full-time program audio facilities.

Listed below are the types of Program Audio facilities that are offered under this Price List.

(A) 200 to 3500 Hz

Facilities are generally acceptable for speech quality programming and are subject to use over limited distance due to transmission factors.

(B) 100 to 5000 Hz

Facilities are generally acceptable for music and provide good quality speech programming.

(C) <u>50 to 8000 Hz</u>

Facilities for the provision of high fidelity music transmission.

(D) <u>50 to 15000 Hz</u>

Facilities for the provision of high fidelity music transmission. Two such facilities may be conditioned, at applicable charges, for stereo operation.

5. SPECIAL ACCESS (Cont'd)

5.2 Description of Special Access (Cont'd)

5.2.3 Videoband

Video Band facilities are arranged and provided for the transmission of television which is to be used other than for broadcast purposes in connection with viewing or recording. Facilities to be used in connection with broadcast video services must be ordered from the appropriate interstate tariff.

The facilities are furnished for two point transmission in one direction only of United States 525 line/60 field standard monochrome and National Television Systems Committee (NTSC) color television baseband video signals and the associated audio signals.

Videoband Services are provided on a full-time or part-time (temporary) basis. The minimum periods are set forth in 3.2.4 and 3.2.5 preceding. The monthly rates and nonrecurring charges for full-time Videoband Service will be developed on an Individual Case Basis. The hourly rates and nonrecurring charges for temporary service are those set forth in 5.6.8 and 5.7.1 following.

There is a maximum monthly charge that may be assessed to any temporary Videoband Service as described in 5.6.1(C) following.

Technician Standby is a nonoptional arrangement furnished in conjunction with temporary Videoband Service only. Technician Standby provides for Company monitoring of the temporary Video broadcast to ensure satisfactory transmission. At the option of the customer, additional technicians will be made available during the temporary Video broadcast; the customer will be assessed the Technician Standby charge.

A customer may request (as an option) an active, alternate temporary Videoband transmission path for use in the event that the primary service becomes inoperative. This is referred to as a hot standby" facility. The charge for this additional service will be the nonrecurring charges set forth in 5.7.1 following, and hourly rates set forth in 5.6.5 following for Temporary Videoband Facilities. Technician Standby charges are not applicable to the "hot standby" facility.

5. SPECIAL ACCESS (Cont'd)

5.2 <u>Description of Special Access</u> (Cont'd)

5.2.4 Wideband Analog

These facilities are two point and are furnished between CDLs or between a CDL and a 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.

5.2.5 Wideband Data Service

These analog facilities are arranged and furnished for two-point simultaneous two-way transmission of high speed data between two CDLs. These facilities are normally utilized for the following data speeds: 19.2 kbps, 50 kbps, 56 kbps and 230.4 kbps.

5.2.6 High Capacity Digital

These facilities are two point and are furnished between CDLs or between a CDL and a Company designated Hub Wire Center where multiplexing is offered.

- (A) DS1 facilities provide for the transmission of isochronous serial data at a rate of 1.544 Mbps.
- (B) DS1C facilities provide for the transmission of isochronous serial data at a rate of 3.152 Mbps.
- (C) DS3 facilities provide for the transmission of isochronous serial data at a rate of 44.736 Mbps. The Company will provide an electrical interface with the service unless otherwise specified by the customer.
- (D) DS3C facilities provide for the transmission of isochronous serial data at a rate of 89.472 Mbps. The 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.

5.2.7 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.

5. SPECIAL ACCESS (Cont'd)

5.3 <u>Description of Terminating Options</u>

Terminating Options provide a clearly delineated interface between 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 the Company's Technical Interface Reference Manual. Although a customer is not restricted from alternate applications, except where such application is harmful to the network, the Company cannot guarantee technical performance for other than the applications stated below. Terminating Options are non-chargeable.

5.3.1 Narrowband

(A) 0 to 75 Baud Type 1

Provides standard open/closed 20 or 62 Ma energized interface to customer terminal equipment and converts customer terminal equipment signals to voice frequency signaling for transmission over two-wire and four-wire voiceband network facilities suitable for voice grade to narrowband multiplexing. This terminating option is obsolete and is limited to those circuits so equipped and in service as of February 19, 1992.

(B) <u>0 to 75 Baud Type 2</u>

Provides two-wire or four-wire metallic interface for customer or Company energized circuits. Company energized circuits are only available in conjunction with voice grade to narrowband multiplexing. This option does not guarantee dc current operation over special transport facilities. This terminating option is obsolete and is limited to those circuits so equipped and in service as of February 19, 1992.

(C) 0 to 150 Baud

Provides standard RS-232C interface to customer terminal equipment and converts customer terminal equipment signals to voice frequency signaling for transmission over two-wire or four-wire voiceband facilities. This terminating option is obsolete and is limited to those circuits so equipped and in service as of February 19, 1992.

5. SPECIAL ACCESS (Cont'd)

5.3 <u>Description of Terminating Options</u> (Cont'd)

5.3.2 Voice Grade

(A) Two-Wire Voice Grade, Non-Data, Without Signaling

This option provides a two-wire interface to a customer and terminates an effective two-wire facility furnished for voice transmission only. Customer provided signaling must be limited to tones in the voiceband. Customer provided voiceband signaling equipment must limit transmission power to 0.0 dBm peak and -13 dBm average power over a three-second period.

(B) Four-Wire Voice Grade, Non-Data, Without Signaling

This option provides a four-wire interface to customer terminal equipment and terminates an effective four-wire facility furnished for voice transmission only. Customer provided signaling must be limited to tones in the voiceband. Customer provided voiceband signaling equipment must limit transmission power to 0.0 dBm peak and -13 dBm average power over a three-second period.

(C) Voice Grade Data Termination

This option provides a two-wire or four-wire transmission interface to a customer's private line data modem and terminates an effective four-wire facility furnished for voiceband data transmission.

(D) <u>Two-Wire Voice Grade Station Connecting Facility Termination</u>

This option provides a means to terminate an effective two-wire facility or an effective four-wire facility with a two-wire customer interface on a telephone, key system. PBX, ACD, or similar equipment. This option is normally used to terminate facilities that furnish foreign central office service, the station end of PBX off premises service, or private switched service network access lines. The option provides both the transmission and loop signaling functions normally associated with these services. The option is also used to terminate facilities arranged with automatic ringdown signaling. This option provides the loop and ringdown signaling with the facility.

(E) <u>Four-Wire Voice Grade Station Connecting Facility Termination</u>

A terminating option similar to (D) preceding used to terminate effective four-wire foreign central office service. The option provides a four-wire transmission interface to the customer terminal equipment and the loop signaling function normally associated with these services. This option provides the loop and ringdown signaling with the facility.

SPECIAL ACCESS (Cont'd)

5.3 <u>Description of Terminating Options</u> (Cont'd)

5.3.2 <u>Voice Grade</u> (Cont'd)

(F) <u>Two-Wire Station Connecting Facility Termination for the Open End of an Off Premises PBX</u> Extension

Terminating options are available depending on the signaling range of the PBX (or similar system) as defined in 47 CFR § 68.1 et al. Type 1 is an option requiring range extension equipment at the CDL. Type 2 is an option with no range extension equipment at the CDL. If needed, the loop signaling range equipment for Type 1 must be specifically specified, see Section 5.4.4 following for available arrangements.

(G) <u>Dial Repeating Tie Trunk Termination</u>

Two network terminating options are provided for terminating four-wire transmission facilities used to furnish dial repeating tie trunk services. These options are described in terms of the interface they provide to a PBX (or similar system).

- (1) A Type I tie line termination provides the customer with a two-wire transmission interface and includes either two-wire or four-wire E&M type signaling. Transmission and signaling interface options available are described in 47 CFR § 68.1 et al. This option provides the E&M type signaling with the facility.
- (2) A Type III tie line termination provides the customer with a four-wire transmission interface and includes either two-wire or four-wire E&M type signaling. Transmission and signaling options available are described in 47 CFR § 68.1 et al. This option provides the E&M signaling with the facility.

Special Access Line and Special Transport facilities used with this option may require signaling capabilities as described in 5.4.4 following.

5.3.3 Program Audio

(A) 200 to 3500 Hz

Provides standard program audio interface levels and impedance matching to two-wire network facilities.

(B) <u>100 to 5000 Hz, 50 to 8000 Hz, and 50 to 15000 Hz</u>

Provides standard program audio interface levels, circuit equalization and impedance matching to twowire network facilities.

5. SPECIAL ACCESS (Cont'd)

5.3 <u>Description of Terminating Options</u> (Cont'd)

5.3.4 Videoband

Provides a Videoband Special Access Line interface for use in providing the one way transmission of video signals.

Standard Videoband service is provided via one signal (combined video and audio). This signal is in the 30 Hz to 6.6 MHz frequency range. It includes a one-way duplexed transmission of standard 525 lines/60 fields monochrome or NTSC color video signal, and one associated 15 KHz audio signal.

As an option, the customer may select to receive Videoband service via two signals (one video and one audio). Under this option, the signal received will be in the 30 Hz to 4.5 MHz frequency range and the audio signal will be in the 50 Hz to 15000 Hz frequency range.

5.3.5 Wideband Data Service

(A) Provides a Wideband Data Service Special Access interface for use in providing two-way transmission of sequential synchronous or nonsynchronous data at rates of 19.2, 50 or 230.4 kbps; or sequential synchronous bipolar data signals at a rate of 56 kbps over four-wire facilities.

5.3.6 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 sequential synchronous bipolar data signals at the rate of 1.544 Mbps over four-wire facilities.

(B) High Capacity Digital DS1C

Provides a High Capacity Digital DS1C Special Access interface for use in providing simultaneous two-way transmission of sequential synchronous bipolar data signals at the rate of 3.152 Mbps over four-wire facilities.

(C) High Capacity Digital DS3

Provides a High Capacity Digital DS3 Special Access interface for use in providing simultaneous twoway transmission of sequential synchronous bipolar data signals at the rate of 44.736 Mbps over fourwire facilities.

(D) High Capacity Digital DS3C

Provides a High Capacity Digital DS3C Special Access interface for use in providing simultaneous two-way transmission of sequential synchronous bipolar data signals at the rate of 89.472 Mbps over four-wire facilities.

5. SPECIAL ACCESS (Cont'd)

5.3 <u>Description of Terminating Options</u> (Cont'd)

5.3.7 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 over four-wire facilities.

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 Company does not guarantee functional operation of Supplemental Features for these alternate applications.

Listed below are the Supplemental Features that are offered under this Price List.

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 Price List.

(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.

(B) Voice Conference Bridging

Bridging arrangement to connect multiple Voiceband facilities in order that a voice frequency input signal from any location will be reproduced at the output of all other circuit locations. This function is provided on a per port basis.

(C) 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 Price List 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.

5. SPECIAL ACCESS (Cont'd)

5.4 <u>Description of Supplemental Features</u> (Cont'd)

5.4.1 <u>Bridging</u> (Cont'd)

(D) Program Audio Bridging

An arrangement to provide multiple channel outputs from a single Program Audio or Voiceband facility. This arrangement is provided on a per port basis.

(E) <u>Dataphone Select-A-Station Bridging</u>

Provides for the connection of a master station location to a number of remote stations. The capacity of this bridging arrangement will vary from a minimum of 21 stations to a maximum of 84 stations dependent upon the mixture of four-wire and two-wire ports equipped. This arrangement is provided per AT&T Technical Reference PUB 41014. Charges consist of a rate for either common equipment-addressable or common equipment-sequential, plus a rate for each four-wire port connected or for each two-wire port connected.

(F) DDS Bridging

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

5.4.2 Conditioning Arrangements – Data

Data conditioning, when utilized in conjunction with effective four-wire Voiceband transmission facilities, improves the characteristics of these facilities. These improved characteristics are not represented to apply to the entire end to end facility of the customer, but only to that portion of the facility provided by the Company.

There are two types of data conditioning: Type C and Type DA. Type C conditioning controls attenuation distortion and envelope delay distortion. Type DA controls the signal to C-notched noise ratio and intermodulation distortion. Type C and Type DA conditioning may be combined on the same circuit.

Data conditioning is charged for on a per Special Access line basis. The parameters listed for each type of data conditioning apply from two or more CDLs located within the Company serving area. Conditioning parameters apply to each end of a two-point circuit. For multipoint circuits, the conditioning parameters apply from any CDL to either the point of interface at another CDL or the first Company bridging point depending on the circuit configuration. These parameters are not applicable to High Capacity or Wideband Analog points of interface, because there is no voice frequency test access point. In these instances the data conditioning parameters apply to the last Company voice frequency test access point before the High Capacity or Wideband Analog point of interface.

5. SPECIAL ACCESS (Cont'd)

5.4 <u>Description of Supplemental Features</u> (Cont'd)

5.4.2 <u>Conditioning Arrangements - Data</u> (Cont'd)

(A) Type C

Type C conditioning of Voiceband facilities provides a facility with the following transmission parameters enhanced to meet the values specified for Type C conditioning in the Company's Technical Interface Reference Manual in addition to the standard parameters for Voiceband circuits.

- (1) Attenuation distortion with reference to 1004 Hz.
- (2) Envelope delay distortion.

(B) Type DA

Type DA conditioning of Voiceband facilities provides a facility with the following transmission parameter enhanced to meet the values specified for Type DA conditioning in the Company's Technical Interface Reference Manual in addition to the standard parameters for voiceband circuits.

- (1) Signal to C-notched noise ratio.
- (2) Nonlinear signal to second order distortion.
- (3) Nonlinear signal to third order distortion.

5.4.3 <u>Conditioning - Program Audio</u>

(A) Stereo Conditioning

Provides the selection of two radio program facilities which are identical in all transmission characteristics. Two Program Audio facilities are required to provide this Supplemental Feature. This feature is normally used only with Program Audio 50 to 15000 Hz facilities. Stereo Conditioning is charged on a per Special Access Line basis.

(B) Zero Loss

Conditioning of Program Audio facilities to provide zero loss at 1000 Hz test frequency. Zero Loss is charged on a per Special Access Line basis.

5. SPECIAL ACCESS (Cont'd)

5.4 <u>Description of Supplemental Features</u> (Cont'd)

5.4.4 Signaling Arrangements

Signaling arrangements, when furnished with Voiceband transmission facilities, enable the facilities to accommodate standard telecommunications signaling protocols. Signaling arrangements provide for the conversion of one signaling method to another signaling method and/or extension of a signaling method at customer and Telephone Company interfaces and enables the transmission facilities to accommodate signaling transmission. Signaling arrangements are available with Voiceband transmission facilities to enable transmission of requested signaling formats. The third and fourth protocol characters of the Network Channel Interface (NCI) and Secondary Network Channel Interface (SEC NCI) codes as indicated on the customer's order, reflect signaling activity. Typical protocol characters contained in the NCI or SEC NCI codes that designate signaling arrangements are: AB, AC, DS, DX, DY, EA, EB, EC, EX, GO, GS, LA, LB, LC, LO, LR, LS, NO, RV and SF.

The customer identified NCI and SEC NCI codes will be considered the customer's request for signaling. The Company will endeavor to provide the specific signaling protocols requested by the customer. In those cases where facilities and equipment are not available to meet the customer's specific requests, the Company will provide the customer acceptable alternate protocols. The Company's Technical Interface Reference Manual provides detailed technical descriptions of the signaling protocols normally available with each service offering. To properly provision SF signaling, when associated signaling code, is DS (PCM), additional information of SF requirements (loop signaling type DX/E&M or ringdown) must accompany the customer's order.

Signaling arrangement charges apply whenever interfaces at the customer premises or at the customer's Company serving wire center require a signaling arrangement other than those provided with the Terminating Options in 5.3.2 preceding. Signaling Arrangements will be charged on a per SAL basis. Specifically, a signaling charge applies if the signaling protocol characters in the NCI and the SEC NCI fields are different and include on the following codes: RV, EX, SF, DX, DY, DS, AB

For the above conditions, one additional signaling charge applies for each additional leg of multi-point circuit. When a Multiplexing Arrangement is ordered that converts a single higher capacity or bandwidth circuit into several lower Voiceband circuits, the Voiceband Signaling Arrangements are provided as part of the Multiplexing Arrangement, and no additional Signaling Arrangement charges will apply.

5. SPECIAL ACCESS (Cont'd)

5.4 <u>Description of Supplemental Features</u> (Cont'd)

5.4.4 Signaling Arrangements (Cont'd)

A signaling charge applies in addition to any other applicable signaling charge when loop range extension equipment is required. The Company will obtain customer approval for signaling range extension equipment.

Listed below are the Signaling Arrangements offered under this Price List:

- (A) Loop Signaling Range Extension An arrangement to extend the metallic resistance limitations of loop type signaling.
- (B) Conversion of Loop or E&M Signaling to SF An arrangement to convert loop or E&M signaling to the single frequency signaling format.
- (C) E&M to DX Signaling Conversion Conversion of E&M signaling to the DX signaling format.
- (D) E&M to Loop Signaling Conversion Conversion of E&M signaling format to the loop type signaling.
- (E) Loop or E&M to PCM Signaling Conversion of loop or E&M signaling to the digital (PCM) signaling format.
- (F) Automatic Ringdown Signaling (ARD) A signaling arrangement on a two-point Special Access which converts loop seizure at one end of the facility into ringing signal at the opposite end.

5.4.5 Echo Control

(A) Echo Suppression

An arrangement provided at the customer's request to attenuate reflected speech energy on a four-wire facility. This conditioning is generally required on circuits with long propagation delay. Echo suppression is charged on a per Special Access circuit basis. Echo suppression is an obsolete service offering and is applicable only to those circuits equipped with echo suppression prior to January 1, 1987. Any service rearrangements or order activity on the circuits equipped with echo suppression may require a change to echo canceller as described in 5.4.5(B) following.

(B) Echo Canceller

An arrangement provided at the customer's request to cancel reflected speech energy on a four-wire facility. This conditioning is generally required on circuits with long propagation delay. Echo canceller is charged on a per Special Access circuit basis.

5. SPECIAL ACCESS (Cont'd)

5.4 <u>Description of Supplemental Features</u> (Cont'd)

5.4.6 Improved Return Loss

Improved Return Loss provides for increased echo return and singing return parameters of an effective twowire channel. This optional feature is available with certain Voiceband services at a two-wire point of termination when the transmission interface is four-wire at one CDL and two-wire at the other CDL. Placement of Company equipment may be required at the customer's premises with the two-wire point of termination.

Improved Return Loss rates and charges will apply on a per Special Access Line basis at the rates specified in 5.7.2 following. Technical parameters and the applicable Voiceband services are specified in the Company's Technical Interface Reference Manual.

5.4.7 <u>Voiceband Facility Switching Arrangement</u>

An arrangement to provide switching between two Voiceband Special Access Services. This arrangement may require a Voiceband control circuit to control the switching arrangement at an additional charge.

5.4.8 <u>Automatic Protection Switch</u>

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 Price List 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 Company provided switch if appropriate.

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

5.4.9 <u>Improved Termination Option</u>

Improved Termination provides for a fixed 600 ohm impedance, an increased range of transmission levels, and simplex reversal (when applicable) on an effective four-wire channel. This optional feature is available with most Voiceband services with a four-wire point of termination. Company equipment is required at the customer's premises where this option is ordered.

The Improved Termination option will be ordered and rates and charges, as set forth in 5.7.2 following, will apply on a per SAL basis. Technical parameters and the applicable Voiceband services are specified in the Company's Technical Interface Reference Manual.

5. SPECIAL ACCESS (Cont'd)

5.4 <u>Description of Supplemental Features</u> (Cont'd)

5.4.10 Improved Equal Level Echo Path Loss Option.-ELEPL-2

This option provides improved echo control parameters for an effective two-wire channel at a four-wire point of termination. Placement of Company equipment may be required at the customer's premises with the two-wire point of termination.

The term "Equal Level Echo Path Loss" (ELEPL) represents the measure of Echo Path Loss (EPL) at a four-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP), i.e., ELEPL = EPL – TLP (send) + TLP (receive).

Improved ELEPL rates and charges will apply on a per SAL basis at the rates set forth in 5.7.2 following. Technical parameters are specified in the Company's Technical Interface Reference Manual.

5.5 <u>Description of Multiplexing Arrangements</u>

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 Price List.

(A) Voice to Narrowband

An arrangement that multiplexes sixteen 0 to 75 baud narrowband circuits to a single voice grade circuit, or a single voice grade circuit to sixteen 0 to 75 baud narrowband circuits. This arrangement is an obsolete offering and is limited to those circuits so equipped and in service as of February 19, 1992.

(B) Group to Voice

An arrangement that multiplexes twelve voice grade circuits to a single wideband analog group band circuit, or multiplexes a single wideband analog group band circuit to twelve voice grade circuits.

(C) 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.

5. SPECIAL ACCESS (Cont'd)

5.5 <u>Description of Multiplexing Arrangements</u> (Cont'd)

(D) 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.

(E) DS1 to Voice

An arrangement that multiplexes twenty-four voice grade 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 twenty-four voice grade circuits.

(F) DS1C to Voice

An arrangement that multiplexes forty-eight voice grade 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 forty-eight voice grade circuits.

(G) 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.

(H) DS3 to DS1

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.

5. SPECIAL ACCESS (Cont'd)

5.5 <u>Description of Multiplexing Arrangements</u> (Cont'd)

(I) 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.

(J) 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.

(K) <u>Digital Data Carrier Multiplexer</u>

An arrangement that multiplexes twenty-three 64 kbps digital circuits for connection to either subrate data multiplexers as described in 5.5 (L) following or 56 kbps office channel units as described in 5.5 (M) following, to a single DS1 1.544 Mbps digital circuit. This arrangement consists of a charge for the basic multiplexer and a charge for each 64 kbps digital circuit equipped and connected.

(L) <u>Digital Data Subrate Multiplexer</u>

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 64 kbps digital circuit: 1) twenty 2.4 kbps, 2) ten 4.8 kbps or 3) five 9.6 kbps. In turn, the 64 kbps digital circuits then multiplexed to a single DS1 digital circuit using the Digital Data Carrier Multiplexer described in 5.5 (K) preceding.

(M) Digital Data Office Channel Unit

An arrangement that provides a metallic facility interface for the subrate digital data multiplexer for digital rates of 2.4, 4.8, and 9.6 kbps or for the digital data carrier multiplexer at a digital rate of 56 kbps. One Digital Data Office Channel Unit applies per Special Access Line so terminated.

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. The rates and charges apply to InterLATA and IntraLATA services unless otherwise specified.

5.6.1 Types of Rates and Charges

There are four types of rates and charges. These are monthly rates, daily rates, hourly 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) <u>Daily Rates</u>

Daily rates are recurring charges that apply to each 24 hour period or fraction thereof that a part-time Program Audio Special Access Service is provided. This 24 hour period is not limited to a calendar day. 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 time period for full-time service.

(C) Hourly Rates

Hourly rates are recurring charges that apply to each 60-minute period, or fraction thereof, that a part-time Videoband Special Access Service is provided. There is a maximum monthly charge that may be assessed to any Temporary Videoband Special Access Service when that service is provided during continuous hours of broadcast, or during consecutive days in any given month. The maximum charge during any billing month will be that amount equal to 100 hours of use.

5. SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.1 Types of Rates and Charges (Cont'd)

(D) 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) Special Access Ordering Charges

Special Access Ordering Charges are associated with the work performed by the Company in connection with the receiving, recording and processing of customer service requests. There are two types of service ordering charges.

(a) <u>Initial Ordering Charge - Special Access</u>

This charge applies on a per Access Service Request (ASR) basis, including those requests to add additional terminations to an existing service.

(b) Subsequent Ordering Charge - Special Access

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

- 1. Additions of supplemental features and multiplexing arrangements.
- Changes of a WATS telephone number.
- 3. Changes of a WATS Access Screening Arrangement.
- 4. Changes in a WATS hunt group arrangement.
- 5. Changes in the type of transport rate option from Switched Transport to Special Transport for FGA and FGB Switched Access Service as described in Section 4., preceding.

5. SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.1 Types of Rates and Charges (Cont'd)

(D) Nonrecurring Charges (Cont'd)

(2) <u>Service Installation Charge</u>

The Service Installation Charge is associated with the work performed by the Company in connection with the physical installation activities involving central office and/or outside plant facilities. This charge applies on a per SAL basis for the installation of service, and for additional terminations to existing service.

This charge does not apply to installations involving DS1 SAL or to Temporary Videoband Services. The installation charge for these services are set forth in 5.6.1(D) (5) and (6) following. In addition, this charge will not apply to part-time Program Audio SALs which are left in place and reused.

(3) <u>Design Change Charge</u>

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 that requires engineering review. Design changes include such things as the addition or deletion of optional features or minor changes in the interface arrangement (e.g., 04LGXX to 02LGXX). Design changes do not include a change of IC CDL, end user premises or Special Access channel type (e.g., 04LGXX to 04DSXX). 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 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 Company to proceed with the design change, a Design Change Charge will apply.

The Design Change Charge, as set forth in 5.7.1 following, will apply on a per ASR per occurrence basis, for each ASR requiring a design change.

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

5. SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.1 Types of Rates and Charges (Cont'd)

(D) Nonrecurring Charges (Cont'd)

(4) Installation of Supplemental Features and Multiplexing Arrangements

Nonrecurring charges apply for the installation of 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. These charges are in addition to the appropriate Special Access Ordering Charge as set forth in 5.6.1(D)(1) preceding.

(5) Installation of DS1 Special Access Lines

There are two levels of charges for the installation of DS1 SAL as set forth in 5.7.7(A). The "First System" charge is assessed for the first DS1 Special Access Line ordered by a customer. When the same customer requests additional DS1 Special Access Lines on the same ASR, to be installed at the same time and at the same location, the lesser charge under "Additional System" will apply. In addition to these charges, the appropriate Special Access Ordering Charge as set forth in 5.6.1(D)(1) preceding will apply.

(6) Installation of Temporary Videoband Service

Installation charges will be developed on an individual case basis (ICB).

No other nonrecurring charges (i.e., those described in 5.6.1(D)(1) and (2) preceding) will be assessed to the installation of Temporary Videoband Service.

5. SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.1 <u>Types of Rates and Charges</u> (Cont'd)

(D) Nonrecurring Charges (Cont'd)

(7) Service Rearrangements

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

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 set forth in 5.6.4 following.

Changes in ownership or transfer of responsibility from one customer to another, requires the discontinuance of service and the start of a new service. The Initial Ordering Charge - Special Access will apply per service, per change.

Administrative changes will be made without charge(s) to the customer. Such changes require the continued provision and billing of the Special Access Service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the Access Service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change but rather the customer of record changes its name),
- 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, and Change of agency authorization.

- 5. SPECIAL ACCESS (Cont'd)
 - 5.6 Rate Regulations (Cont'd)
 - 5.6.1 <u>Types of Rates and Charges</u> (Cont'd)
 - (D) Nonrecurring Charges (Cont'd)
 - (7) <u>Service Rearrangements</u> (Cont'd)

All other service rearrangements will be charged for as follows:

- If the change involves the addition of another termination to an existing multipoint service, the Initial Ordering Charge Special Access will apply plus the Service Installation charge for each location added.
- If the change involves the addition of supplemental feature or multiplexing arrangement, the Subsequent Ordering Charge -Special Access will apply plus the installation charge associated with the supplemental feature or arrangement.
- If the change involves changing the type network interface only, with no change in facility, the Subsequent Ordering Charge Special Access will apply plus an amount equal to one half of the Service Installation charge for each location changed.
- If the change involves changing a two-wire service to a four-wire service or vice versa, the Subsequent Ordering Charge - Special Access will apply plus the Service Installation charge for each location changed.
- If the change involves the retermination of an existing circuit within the wire center only, in association with the installation of high capacity facilities and/or multiplexing arrangements, the Subsequent Ordering Charge -Special Access will apply plus an amount equal to one half the Service Installation charge.
- If the change involves the retermination of an existing circuit within a wire center and a change in the facilities involved (i.e., reroute), in association with the installation of high capacity facilities and/or multiplexing arrangements, the Subsequent Ordering Charge -Special Access will apply plus the Service Installation charge for the location involved.
- 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.

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). 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 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 FCC Tariff.

5. SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.4 Moves

A move involves a change in the physical location of the point of termination of 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 is to a new point within the same CDL, the charge for the move will be the Subsequent Ordering Charge Special Access plus an amount equal to one half the Service Installation charge for the service termination affected. There will be no change in the minimum period requirements.

(B) Different CDL

When the move is to a different CDL it will be treated as a disconnect and an installation of service. The Initial Ordering Charge - Special Access will apply plus the Service Installation charge for the service termination(s) affected. 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.

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.

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.

- 5. SPECIAL ACCESS (Cont'd)
 - 5.6 Rate Regulations (Cont'd)
 - 5.6.5 Rates and Charges on an Individual Case Basis
 - (A) The monthly/hourly rates and nonrecurring charges for the following service offerings will be developed on an Individual Case Basis:
 - Full-time and Temporary (Part-time) Videoband Facilities
 - Wideband Analog Group Band Facilities
 - Wideband Analog Supergroup Band Facilities
 - Wideband Analog Mastergroup Band Facilities
 - Wideband Data Facilities
 - High Capacity Digital DS1C (3.152 Mbps) Special Access Lines
 - High Capacity Digital DS3 (44.736 Mbps) Facilities
 - 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:

Group to Voice Supergroup to Group Mastergroup to Supergroup DS3 to DS1 DS3C to DS1 Group to DS1

5. SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.6 Hub Wire Centers

A Hub Wire Center is a 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 Price List. For example, the Company will designate certain Hub Wire Centers for Program Audio service offerings.

The 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 FCC Tariff.

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.

5. SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.6 Hub Wire Centers (Cont'd)

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 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 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 as each individual Special Access is installed.

A customer may order full-time and/or part-time Program Audio Services between two CDLs, or between a CDL and a Hub Wire Center, and will be billed accordingly at the rates set forth in Sections 5.7.3, 5.7.4, 5.7.5 and 5.7.6 following.

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.

The rates that apply for Program Audio Services between each CDL and the Hub Wire Center are Special Transport, if applicable, and Special Access Line. In addition, rates for Supplemental Features and Inside Wiring may be applicable.

- 5. SPECIAL ACCESS (Cont'd)
 - 5.6 Rate Regulations (Cont'd)
 - 5.6.7 Shared Use Analog and Digital High Capacity Services
 - (A) Shared use refers to the service arrangement where the customer orders a digital high capacity facility between a CDL and the Hub Wire Center where the Company performs multiplexing functions and the same customer then orders the derived channels as Special and Switched Access services.

The High Capacity facility including the associated multiplexing arrangements will be ordered, provided and rated as Special Access service. The nonrecurring charge that applies when the shared use facility is installed will be the nonrecurring charges associated with the High Capacity facility. When the same customer orders derived channels as Switched or Special, the nonrecurring charges applicable to those individual services will be assessed. There will be no additional nonrecurring charges assessed for the High Capacity facility at the time the derived channels are ordered.

The customer must place an order for each individual Switched or Special Access Service utilizing the Shared Use Facilities and specify the channel assignment for each such service.

Rating as Special Access will continue until such time as the customer chooses to use a portion of the available capacity for providing Switched Access Service. As each individual channel is activated for Switched Access service, the Special Access rates will be reduced accordingly (e.g. 1/24th for a DS1 service, 1/24th for a DS1 to Voice multiplexing arrangement, etc.). Switched Access Service rates and charges, as set forth in Section 4 preceding, will apply for each channel of the shared use facility that is used to provide a Switched Access Service. The Switched Access Minimum Capacity Requirements as set forth in 3.4 preceding will not apply.

(B) When Special Access Service is provided utilizing a High Capacity service to a hub wire center, High Capacity rates and charges will apply for the facility to the hub wire center, and individual service rates and charges will apply from the hub wire center to the End User. The rates and charges that will apply to the portion from the hub wire center to the End User will be dependent on the specific type of Special Access Service that is provided (e.g., Voiceband). The applicable rates and charges will include a Special Access Line and Special Transport, if applicable. Rates and charges for optional features associated with the service will also apply.

5. SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.8 Temporary Videoband Service

The rates and charges for use of facilities for Temporary Videoband Service are assessed on a per hop basis. A hop is defined as the transporting of a one-way video and associated audio signal(s) in a direct path from a transmitter location to the adjacent receiver location. The distance of a single hop is primarily a factor of the local geographics of the video path, therefore, more than on hop may be required between CDLs.

(A) <u>Use of Nonpermanent Facilities for Temporary Videoband Service</u>

Temporary Videoband Service is provided by nonpermanent facilities.

Nonpermanent facilities consist of portable microwave equipment (e.g., transmitter, receiver, antenna, connecting cables and associated equipment) which is set up for the broadcast and subsequently removed after the broadcast.

The rates and charges for Temporary Videoband Service provided over nonpermanent facilities are developed on an individual case basis.

(B) <u>Joint Provisioning of Service</u>

Where more than one Telephone Company is involved in the provisioning of a Temporary Videoband Service, such jointly provided facilities are subject to the rules and regulations outlined in Section 3.3.1 preceding (Single Company and Multiple Company Billing). The rates for the Video nonbroadcast will be one-half the nonrecurring charge and one-half the hourly charge for the facilities used to provide the service where multiple company billing is applicable. The rates for the Video nonbroadcast, where single company billing is applicable, are the entire nonrecurring charge and the entire hourly charge for the facilities used to provide the service.

5. SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.9 Optional Payment Plan (OPP)

(A) General

- (1) The terms and conditions specified herein are applicable to DDS service.
- (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 Price List rates and regulations.
- (3) 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.
- (4) Payment periods of one year, three years, and five years are available to all customers at the applicable rates in 5.7.10 regardless of when they subscribe to an OPP arrangement.

(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.
- 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 as outlined in 2.4.5 will apply.

(C) Renewal Options

See Renewal Options, 2.4.5 (C), under Termination Liability.

5. SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

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

(D) Notification of Discontinuance

An ASR for discontinuance of an OPP arrangement must be received by the 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 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:

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

(F) Termination Liability

See Section 2.4.5.

(G) 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.

5.	SPEC	CIAL ACCESS (Cont'd)		
	5.7	Rates and Charges	Nonrecurring <u>Charge</u>	
		5.7.1 <u>Special Access Ordering Charges</u>		
		Initial Ordering Charge, Special Access	\$ 117.42	
		Subsequent Ordering Charge, Special Access	64.40	
		Service Installation Charge per SAL	174.61	
		Design Change Charge per ASR/Per Occurrence	40.96	
		Service Date Change	35.24	
		Temporary Videoband Service	ICB	
1				

SPEC	CIAL ACC	CESS (Cont'd)			
5.7	Rates	and Ch	narges (Cont'd)			
	5.7.2	Voiceband Facilities				
		(A)	Standard Arrangements - InterLATA Services	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	
			Special Transport, per airline mile			
			Two-Wire Four-Wire	 	\$4.51 \$7.45	
			Special Access Line		φι.ιο	
			Two-Wire Four-Wire	 	\$51.39 \$82.24	
		(B)	Standard Arrangements - IntraLATA Services			
			Special Transport, per airline mile			
			Two-wire Four-wire	 	\$3.38 \$3.38	
			Special Access Line			
			Two-wire Four-wire	 	\$38.55 \$61.67	

5.7	Rates a	ind Chai	rges (Cont'd)		
0.1					
	5.7.2	Voice	eband Facilities (Cont'd)	Nonrecurring	Monthly
		(C)	Optional Arrangements	<u>Charge</u>	Rate
			Supplemental Features, per Port		
			Multi-point Data Bridging	\$81.41	\$3.39
			Voice Conference Bridging	\$59.95	\$7.51
			Alarm Distribution Bridging		
			Common Equipment	\$455.16	\$17.99
			per Two-Wire Port	\$53.42	\$1.83
			Conditioning Arrangements - Data		
			Type C	\$457.47	\$1.09
			Type DA	\$131.63	\$.95
			Supplemental Features		
			Signaling Arrangement/per SAL		
			Loop Signaling Range Extension Loop or E&M to SF E&M to DX E&M to Loop Loop or E&M to PCM Automatic Ringdown	\$170.94 \$274.22 \$170.94 \$191.84 \$136.81 \$174.69	\$5.77 \$13.70 \$7.11 \$4.40 \$3.38 \$4.77

5.	SPEC	CIAL ACCE	ESS (Co	ont'd)		
	5.7	Rates a	nd Chai	rges (Cont'd)		
		5.7.2	Voice	band Facilities (Cont'd)	Namaaaaaina	Manthh
			(C)	Optional Arrangements (Cont'd)	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
				Supplemental Features (Cont'd)		
				Echo Control - Echo Suppression/per CKT ²	\$215.34	\$13.66
				Echo Control - Echo Canceller/per CKT	\$265.76	\$12.80
				Voiceband Facility Switching Arrangement	\$170.94	\$2.52
				Dataphone Select-a-station Bridging Common Equipment		
				Addressable Sequential Each Four-Wire Port Each Two-Wire Port	\$2,872.90 \$2,821.25 \$166.33 \$51.98	ICB \$134.18 ICB \$3.07
				Improved Return Loss /per SAL	\$84.36	\$1.76
				Improved Termination Option /per SAL	\$136.37	\$6.11
				Improved Equal Level Echo Path Loss /per SAL	\$104.32	\$9.81

² Echo suppression is an obsolete service offering and is applicable only to those circuits equipped with echo suppression prior to January 1, 1987.

5.7	Rates a	nd Chai	rges (Cont'd)			
5.1	<u>Rales a</u>	nu Onai	iges (Conta)			
	5.7.3	Progr	ram Audio (200-3500 Hz) Facilities	Nonrecurring	Monthly	Daily
		(A)	Standard Arrangements	<u>Charge</u>	Rate	Rate
			Special Transport, per airline mile		\$4.51	\$.45
			Special Access Line		\$51.39	\$5.14
		(B)	Optional Arrangements			
			Supplemental Features			
			Program Audio Bridging/per Port	\$28.39	\$.99	\$.10
			Conditioning - Program Audio-Zero Loss/per SAL	\$260.81	\$2.75	\$.28
	5.7.4	Prog	ram Audio (100-5000 Hz) Facilities			
		(A)	Standard Arrangements			
			Special Transport, per airline mile		\$6.76	\$.68
			Special Access Line		\$64.15	\$6.42
		(B)	Optional Arrangements			
			Supplemental Features			
			Program Audio Bridging/per Port	\$28.39	\$.99	\$.10
			Conditioning - Program Audio-Zero Loss/per SAL	\$260.81	\$2.75	\$.28

	SPEC	IAL ACC	ESS (Co	ont'd)	ACCESS		
;	5.7	Rates a	nd Cha	rges (Cont'd)			
		5.7.5	Prog	ram Audio (50-8000 Hz) Facilities			
			(A)	Standard Arrangements	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	Daily <u>Rate</u>
				Special Transport, per airline mile		\$9.02	\$.90
				Special Access Line		\$65.09	\$6.51
			(B)	Optional Arrangements			
				Supplemental Features			
				Program Audio Bridging/per Port	\$28.39	\$.99	\$.10
				Conditioning - Program Audio-Zero Loss/per SAL	\$260.81	\$2.75	\$.28
		5.7.6	Prog	ram Audio (50-15000 Hz) Facilities			
			(A)	Standard Arrangements			
				Special Transport, per airline mile		\$13.52	\$1.36
				Special Access Line		\$67.77	\$6.79
			(B)	Optional Arrangements			
				Supplemental Features			
				Program Audio Bridging/per Port	\$28.39	\$.99	\$.10
				Conditioning - Program Audio-Stereo Conditioning/per SAL	\$129.13	\$.44	\$.05
				Conditioning - Program Audio-Zero Loss/per SAL	\$260.81	\$2.75	\$.28

5.	SPEC	CIAL ACCI	ESS (Co	ont'd)			
	5.7	Rates a	nd Cha	rges (Cont'd)			
		5.7.7	High	Capacity Digital DS1 (1.544 Mbps) Facilities			
			(A)	Standard Arrangements	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	
				Special Access Line			
				First System Each Additional System Special Transport Termination	\$1,182.46 \$103.66 	\$437.38 \$298.89 \$46.01	
				Special Transport, per airline mile		\$63.80	
			(B)	Optional Arrangements			
				Supplemental Features, per Special Access			
				Automatic Protection Switching	\$1,467.15	\$79.01	
		5.7.8	High	Capacity Digital DS1C (3.152 Mbps) Facilities		ICB	
		5.7.9	<u>Tem</u>	porary Videoband Facilities ICB			

5.	SPEC	IAL ACCE	SS (Co	nt'd)					
	5.7	Rates ar	nd Char	d Charges (Cont'd)					
		5.7.10	<u>Digita</u>	l Data Service Facilities					
			(A)	Standard Arrangements	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>			
				Special Transport - All Speeds per airline mile		\$6.53			
				Special Access Line - All Speeds		\$158.00			
			(B)	Optional Arrangements					
				Supplemental Features DDS Bridging/per Port	\$614.42	\$8.73			
			(C)	DDS Optional Payment Plan Special Access Line - 2.4, 4.8, 9.6,	<u>Charges</u>	<u>Rate</u>			
				19.2, 56, and 64 Kbps					
				One Year		\$169.50			
				Three Year		\$158.00			
				Five Year		\$31.50			

5. SPE	FACILITIES FOR INTRASTATE CIAL ACCESS (Cont'd)	L AUCLUU	
	· ,		
5.7	Rates and Charges (Cont'd)		
	5.7.11 Multiplexing Arrangements	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
	Voice to Narrowband ³	\$5,665.81	\$278.52
	DS1 to Voice	\$1,671.68	\$1153.61
	DS1C to Voice	\$8,349.12	ICB
	DS1C to DS1	\$8,349.12	ICB
	Digital Data Carrier Multiplexer		
	Common Equipment	\$1,500.38	\$137.71
	Each 64 kbps per Port	\$245.97	\$10.06
	Digital Data Sub rate Multiplexer		
	One 64 kbps to Twenty 2.4 kbps	\$2,120.18	\$98.23
	One 64 kbps to Ten 4.8 kbps	\$2,120.18	\$70.69
	One 64 kbps to Five 9.6 kbps	\$2,120.18	\$61.53

³ Obsolete offering limited to those circuits so equipped and in service as of February 19, 1992.

5. SPECIAL ACCESS (Cont'd)

5.8 Miscellaneous Special Access Services

5.8.1 Clear Channel Capability

(A) <u>Description of Service</u>

An arrangement that allows the customer to transport 1.536 Mbps of information through a DS1 with no constraint on the quantity or sequence of one (Mark) and zero (space) bits utilizing the Bipolar with Eight Zero Substitution (B8ZS) Method of providing bit sequence independence. This arrangement is capable of transporting DS1 signals which utilize Superframe or Extended Superframe Format (ESF) as defined by the American National Standards Institute (ANSI) T1.107-1988 standard. The installation interval for Clear Channel Capability may exceed standard intervals where equipment in the central office is not readily available. The charges apply on a per SAL basis.

This arrangement requires the customer signal at the channel interface to conform to the B8ZS method of providing bit sequence independence, as described in ANSI T1.102-1987 and the Company's Technical Interface Reference Manual.

Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) DS1 Transport Facility provided under the interstate tariffs will not be billed the Rate Elements listed in this tariff at the ISDN PRI Switch location when the service is provided under FCC Tariff 2, Section 4 – Optical Networking when the optical node is at the same location.

(B) Rates

The following charges apply on a per SAL basis.

Nonrecurring Charge Monthly Rate

\$ 90.00 \$ 26.00

TABLE OF CONTENTS

6.	MISC	MISCELLANEOUS SERVICES S						
	6.1	Genera	<u>l</u>	1				
	6.2	Additio	nal Labor	1				
		6.2.1	Overtime Installation	1				
		6.2.2	Overtime Repair	1				
		6.2.3	Additional Installation Testing	1				
		6.2.4	Standby					
		6.2.5	Testing and Maintenance with Other Telephone Companies					
		6.2.6	Charges for Additional Labor	2				
	6.3	Mainter	nance of Service Charge	3				
	6.4	Telecor	mmunications Service Priority (TSP) System	3				
		6.4.1	Description of the Service	3				
		6.4.2	Obtaining TSP System Service	. 4				
		6.4.3	Provisioning Priority					
		6.4.4	Restoration Priority					
		6.4.5	Obligations of the Customer					
		6.4.6	Obligations of the Company					
		6.4.7	Rates and Charges					
	6.5	Presub	oscription	8				
		6.5.1	Interexchange Carrier Customer Lists	8				
		6.5.2	End User Choice Discrepancy	8				
		6.5.3	PIC and IPIC Charge Applications	8				
		6.5.4	Unauthorized Primary InterLATA Carrier (PIC) or Primary IntraLATA Carrier (IPIC) Restoral Change Charge					
		6.5.5	Liability of the Company					
		6.5.6	Carrier Desired Due Date (ICDDD) for PIC or IPIC Installation					
		6.5.7	Rates and Charges					
		6.5.8	IPIC None	12				

TABLE OF CONTENTS

6.	MISCELLANEOUS SERVICE (Cont'd)							
	6.6	Additional Testing	13					
		6.6.1 Switched Access Testing	13					
		6.6.2 Special Access Testing	16					
		6.6.3 Rates and Charges	17					
	6.7	Provision of FIA Billing Information	18					
	6.8	End User Lists	18					
		6.8.1 Presubscription List	18					
		(A) InterLATA Equal Access	18					
		(B) IntraLATA Equal Access	20					
		6.8.2 Allocation Lists	21					
		6.8.3 Snapshot List	21					
		6.8.4 Rates and Charges	22					
	6.9	Billing Name and Address Services (BNAS)	23					
		6.9.1 BNA and Data Gathering Services	23					
		6.9.2 End User Validation List	25					
		6.9.3 Rates and Charges	26					
		(A) Billing Name and Address	26					
		(B) Data Gathering Service	26					
		(C) End User Validation List	26					

6. MISCELLANEOUS SERVICES

6.1 General

Miscellaneous Services available to the customer include the following:

- 6.1.1 Additional Labor (i.e., Overtime Installation, Overtime Repair, Additional Installation Testing, Standby, Testing and Maintenance with Other Telephone Companies)
- 6.1.2 Maintenance of Service
- 6.1.3 Telecommunications Service Priority (TSP) System
- 6.1.4 Presubscription
- 6.1.5 Additional Testing
- 6.1.6 Provision of FIA Billing Information
- 6.1.7 End User Lists
- 6.1.8 Billing Name and Address Services

These services are described in detail in 6.2 through 6.9.

6.2 Additional Labor

Additional Labor is that labor requested by the customer on a given FIA and agreed to by the Company as described in (A) through (E). The Company will notify the customer that Additional Labor charges as in (F) will apply before any Additional Labor is undertaken. Additional Labor charges will also apply if the requirement for the Additional Labor is the fault of the customer or parties on whose behalf it acts.

6.2.1 Overtime Installation

Overtime installation is that Company installation effort outside the business day. Overtime rates will apply anytime outside the business day and all day Saturday. Premium time rates will apply all day Sunday and on all Company approved holidays.

6.2.2 Overtime Repair

Overtime repair is that Company maintenance effort performed outside the business day. Overtime rates will apply anytime outside the business day and all day Saturday. Premium time rates will apply all day Sunday and on all Company approved holidays.

6.2.3 Additional Installation Testing

Additional installation testing is that testing performed by the Company at the time of installation which is in addition to normal pre-service and acceptance testing.

6.2.4 Standby

Standby includes all time in excess of one-half (1/2) hour during which Company personnel are available to make coordinated tests on a given FIA. The standby charge applies only when Company personnel must wait more than 30 minutes beyond a prearranged, mutually agreed appointment time. Standby charges will cease when testing begins, or when Company personnel are released from the standby requirement, or when testing is rescheduled for a later date or time. Charges will not be applicable if Company personnel cause the delay.

6. MISCELLANEOUS SERVICES (Cont'd)

6.2 <u>Additional Labor</u> (Cont'd)

6.2.5 <u>Testing and Maintenance with Other Telephone Companies</u>

Additional testing, maintenance, or repair of facilities which connect to facilities of other telephone companies, which is in addition to normal effort required to test, maintain, or repair facilities provided solely by the Company.

6.2.6 Charges for Additional Labor

	First Half Hour or <u>Fraction Thereof</u>	Each Additional Half Hour or <u>Fraction Thereof</u>
Labor Periods		
Basic Time, Business Day, Per Technician	\$ 55.62	\$ 17.93
Overtime, Outside the Business Day, Per Technician ⁴	59.14	21.45
Premium Time, Outside the Business Day, Per Technician ⁵	66.17	28.48

⁴ A call out of a Company employee at a time not consecutive with the business day is subject to a minimum charge of four hours.

⁵ A call out of a Company employee at a time not consecutive with the business day is subject to a minimum charge of four hours.

6. MISCELLANEOUS SERVICES (Cont'd)

6.3 <u>Maintenance of Service Charge</u>

6.3.1 When a customer reports trouble to the Company for clearance, the customer shall be responsible for payment of a Maintenance of Service Charge when Company personnel are dispatched to the customer's location and no trouble is found in the Company's facilities. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

In this case, or in (B) following, no credit allowance will be applicable for the interruption involved, unless the trouble is found in the Company's facilities.

- 6.3.2 The customer shall be responsible for payment of a Maintenance of Service Charge when the Company dispatches personnel to the customer's location and the trouble is in equipment or communications systems provided by other than the Company.
- 6.3.3 The Maintenance of Service Charge time period will begin when Company personnel are dispatched. This will only include the actual time required to reach the customer's location and perform an investigation. The time period will end when the investigation is finished. The labor charge as set forth in 6.2.6 preceding will apply to Maintenance of Service at the appropriate Basic, Overtime or Premium rate. These charges apply whether the trouble is in the equipment of communications systems provided by other than the Company.

6.4 <u>Telecommunications Service</u> Priority (TSP) System

6.4.1 Description of the Service

The TSP System is a service that provides for the priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The TSP system applies only to NSEP services, includes both Switched and Special FIA and provides the Company with a guide to the sequence in which services are to be provisioned and/or restored.

All FIA that can be identified by a unique circuit identifier, can be provisioned for NSEP service by the Company.

The rates and charges associated with a customer subscribing to the TSP System are as specified in Section 6.4.7.

6. MISCELLANEOUS SERVICES (Cont'd)

6.4 <u>Telecommunications Service Priority (TSP) System</u> (Cont'd)

6.4.2 Obtaining TSP System Service

The Executive Office of the President, through the TSP Program Office, is empowered with the authority to receive, evaluate and process requests for NSEP services. The TSP Program Office makes the priority level assignments and issues the TSP authorization code reflecting the priority assignment associated with a request. The customer provides the TSP authorization code, in addition to all the other details necessary to complete the order (ASR), to the Company to obtain TSP System Service.

The TSP authorization code, assigned on a per ASR basis, consists of a 12-character field, a nine-character control ID followed by a dash and a two-character field specifying the priority level assignment. Its structure is as follows:

TSPxxxxxn-yy

The "x"s represent a sequence of numbers unique to each TSP authorization code and the "n" is a one character alphanumeric check digit. The first "y" contains the provisioning priority level assignment and the second "y" contains the restoration priority level assignment.

6.4.3 <u>Provisioning Priority</u>

If the customer requires service within a shorter time interval than the Company can provide, and the requested service qualifies for NSEP, the customer may elect to invoke NSEP treatment and obtain the appropriate provisioning priority assignment from the TSP Program Office. Acceptable assignment code values are: E, 1, 2, 3, 4, 5 or 0.

The assignment of the value "E" denotes Emergency Provisioning and implies the service has the most critical provisioning requirements and the Company will respond accordingly. The e Company will take immediate action to provide the requested service at the earliest possible date. Rates and charges associated with "E" provisioning are specified in Section 6.4.7.

The assignment values of 1, 2, 3, 4, and 5 are treated as essential service priorities and the Company will adjust its available resources to meet the customer's requested due date. Rates and charges associated with invoking this priority treatment are specified in Section 6.4.7. The value "0" implies no provisioning priority.

6. MISCELLANEOUS SERVICES (Cont'd)

6.4 Telecommunications Service Priority (TSP) System (Cont'd)

6.4.4 Restoration Priority

A TSP authorization code for restoration priority classifies the service as being among the nation's most important NSEP telecommunication services. The Company will restore these services before service without restoration priority assignments in the order of priority assignments. Acceptable values are: 1, 2, 3, 4, 5, or 0 with the value "1" being the highest priority.

When the Company recognizes a TSP as being out of service, unusable or upon receipt of a trouble report, available resources will be dispatched to restore the service as quickly as practicable. A priority value of 1, 2, or 3 requires dispatch outside normal business hours if necessary to restore the service. A priority value of 4 or 5 only requires dispatch outside of normal business hours if the next business day is more than 24 hours away. If the value "0" has been assigned, then no restoration priority is applicable to this service.

The minimum period of service is one month.

6.4.5 Obligations of the Customer

- (A) In all instances, the customer is responsible for obtaining the appropriate TSP authorization code and providing that code to the Company.
- (B) The TSP System service customer must also be the customer for the FIA with which TSP service is associated. Only the customer or its authorized agent as indicated in a letter of agency on file with the Company is allowed to order TSP System service.
- (C) All points of a multi-point service configuration must have the same restoration priority assignment and must satisfy the requirements of that assignment.
- (D) In obtaining TSP System service, the customer consents to the release of certain information by the Company to the federal government in order to maintain and administer the TSP System. Such information includes: the customer's name, telephone number and mailing address, the TSP authorization code and the circuit or service ID number associated with the NSEP service.
- (E) The Company will attempt to notify the customer of expected charges. The customer, when invoking NSEP treatment, recognizes that quoting charges and obtaining permission beforehand may not be practicable and may cause unnecessary delays and, as a result, grants the Company the right to quote and bill charges after provisioning of the service.
- (F) During certain emergencies, the customer may request TSP assignments verbally and the Company will accept such verbal notification. The customer must submit a written order (ASR) to the e Company within two working days following the verbal request. If written order (ASR) is not received within two working days, all applicable rates and charges accumulated to date to provision TSP System service become immediately due and payable and the requested TSP priority is revoked.

- 6. MISCELLANEOUS SERVICES (Cont'd)
 - 6.4 <u>Telecommunications Service Priority (TSP) System</u> (Cont'd)
 - 6.4.5 Obligations of the Customer (Cont'd)
 - (G) The customer must request and justify revalidation of all priority level assignments at least every three years.
 - (H) Additionally, the NCS Manual 3-1-1, "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual", dated July 9, 1990, prescribes specific conditions which warrant NSEP Treatment and related procedures.

6.4.6 Obligations of the Company

- (A) The Company will allocate resources to ensure best efforts to provide NSEP services by the time required.
- (B) The Company will work TSP service in the order of their priority level assignments. The priority sequence is as follows:
 - Restore NSEP services assigned restoration priority 1
 - Provision Emergency (E) NSEP services
 - Restore NSEP services assigned restoration priority 2, 3, 4 or 5
 - Provision NSEP services assigned provisioning priority 1, 2, 3, 4 or 5.
- (C) The Company will work cooperatively with other providers of NSEP service when only a portion is provided by the Telephone Company to ensure "end-to-end" service.
- (D) Additionally, TSP System Service will be provided in accordance with the guidelines set forth in NCS Handbook 3-1-2, "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" dated July 9, 1990.

6. MISCELLANEOUS SERVICES (Cont'd)

6.4 Telecommunications Service Priority (TSP) System (Cont'd)

6.4.7 Rates and Charges (Cont'd)

The following rates and charges are in addition to all other rates and charges that may apply for other services offered under this Price List which operate in conjunction with the TSP System.

(A) Establishment of TSP System Service

The establishment of TSP System Service is a nonrecurring charge (NRC) specified below which applies when a FIA is ordered with provisioning and/or restoration priority. If both are ordered at the same time, only one NRC is applicable. The NRC is also applicable for orders changing priority levels.

Nonrecurring Charge Per Circuit

\$14.50

(B) <u>Provisioning Priority</u>

There are two basic levels of provisioning priority, Emergency (provisioning priority "E") and Essential (provisioning Priority 1, 2, 3, 4, or 5).

(1) Emergency Provisioning

The Company will take immediate action to provide the requested service at the earliest possible date. The rates and charges will apply as set forth in Section 10, Special Construction.

(2) <u>Essential Provisioning</u>

The Company will adjust its available resources to meet the customer's requested due date. The rates and charges will apply as set forth in Section 3.2.2(D).

(C) Restoration Priority

Restoration Priority is a monthly rate per circuit for the ongoing administration and maintenance of the TSP System. This monthly rate only applies when a restoration priority code (I, 2, 3, 4 or 5) is specified in position 12 of the authorization code.

Monthly Rate Per Circuit

\$4.90

6. MISCELLANEOUS SERVICES (Cont'd)

6.5. <u>Presubscription</u>

Existing end users of the Company who do not designate an IPIC will continue to have the LEC as their IPIC. A new end user who does not designate an intraLATA PIC shall not be presubscribed to any carrier, instead, the end user will be required to place intraLATA calls on a 10XXXX basis until the end user selects a carrier on a presubscription basis. If the end user selects a carrier within ninety (90) days of the in-service date, an IPIC charge will not apply.

The Company will not impose PIC restrictions unless it receives a written request from an end user. PIC restrictions applicable to an end user's interLATA long distance carrier will not automatically apply to the end user's intraLATA long distance carrier.

6.5.1 Interexchange Carrier Customer Lists

The Company will accept IC and LEC customer lists identifying end users who have made individual arrangements with the IC or LEC to designate the IC or LEC as their primary long distance carrier. The list should be in the form of magnetic tape or paper printout.

6.5.2 <u>End User Choice Discrepancy</u>

An IC or LEC is required to certify at the time it submits end user lists to the Utility that it has on file, or has instituted steps designed to obtain signed letters of agency or confirmations of choice from the end user. The IC or LEC is not required to submit letters of agency when submitting end user lists to the Company, but should maintain the confirmations or letters on file for use in dispute resolution. The IC or LEC should request written confirmation of choice from its customers no later than the date of submission of its first bill to the customer.

When an end user indicates more than one PIC or IPIC per line the Company will contact the end user for clarification.

6.5.3 PIC and IPIC Charge Applications

A change of IPIC selection prior to the end office conversion to intraLATA equal access will not incur a charge. Notification of a change in a PIC or IPIC may be coordinated by the end user, end user agent or a local service provider that resells services (herein referred to as a reseller) with either the IC or LEC selected or with the Company, if it is not the selected LEC. Each existing end user, end user agent or reseller may make one IPIC change without charge at any time following the intraLATA equal access implementation. A new end user, end user agent or reseller has ninety (90) days from the date of the initial IPIC selection to make an IPIC change without charge. Any subsequent IPIC selections will incur a charge as found in 6.5.7.

The Company will make post conversion changes in the end user's, end user agent's or resellers's PIC or IPIC assignment pursuant to an IC or LEC provided list of customers, accepted by the Company under conditions in 6.5.1 and 6.5.2. Should an end user, end user agent or reseller dispute authorization of the change within two years of the PIC or IPIC assignment, the Company will place the end user on the previous carrier network where possible and the carrier will be billed according to 6.5.4.

6. MISCELLANEOUS SERVICES (Cont'd)

6.5 <u>Presubscription</u> (Cont'd)

6.5.4 Unauthorized Primary InterLATA Carrier (PIC) or Primary IntraLATA Carrier (IPIC) Restoral Change

An Unauthorized PIC or IPIC Change is a change in the preferred PIC or IPIC IC that the end user or Pay Telephone Service Provider denies authorizing.

If an end user or Pay Telephone Service Provider denies requesting a change of PIC or IPIC IC as submitted by the alleged unauthorized IC, the alleged unauthorized IC will be assessed the PIC or IPIC Charge as specified in 6.5.7 for:

- Changing the end user or Pay Telephone Service Provider to the disputed IC, and
- Placing the end user or Pay Telephone Service Provider on their previous IC network or the IC network of their choice.

In accordance with the Federal Communications Commission's Slamming Liability Rules in 47 CFR § 64.1120, if an alleged unauthorized carrier is ultimately exonerated of liability, the alleged unauthorized IC is entitled to receive full payment from the end user or Pay Telephone Service Provider for all services provided. In such situations, any PIC or IPIC Charges assessed against the alleged unauthorized IC by the Company are subject to rebilling to the end user or Pay Telephone Service Provider by the alleged unauthorized IC.

6.5.5 <u>Liability of the Company</u>

If through the fault of the Company, the end user, end user agent or reseller is not subscribed to its chosen PIC or IPIC, the nonrecurring charges in 6.5.7 do not apply to reassign the end user, end user agent or reseller to his chosen PIC or IPIC.

6.5.6 Carrier Desired Due Date (ICDDD) for PIC or IPIC Installation

An IC or LEC may request a desired due date for PIC or IPIC installation for a specific, single end user, end user agent or reseller acting on behalf of an end user post equal access conversion. This ICDDD is a mutually agreed upon negotiated due date, determined to be between 3 and 45 business days from the date of receipt of the order. The carrier must coordinate the ICDDD with the Company prior to sending in the first order.

The ICDDD does not apply to routine lists provided by the carrier, as described in 6.5.1 and 6.5.2. The Nonrecurring Charge for PIC or IPIC as found in 6.5.7, applies to each line converted to the carrier requesting ICDDD. This charge will be billed to the carrier's end user customer.

- 6. MISCELLANEOUS SERVICES (Cont'd)
 - 6.5 <u>Presubscription</u> (Cont'd)
 - 6.5.7 Rates and Charges

Nonrecurring Charge for Changing IntraLATA Primary Interexchange Carrier (IPIC)

- (A) A nonrecurring charge, as set forth in (B) following, to process a change in Presubscription is bifurcated into four (4) separate nonrecurring charges and applies as follows:
 - (1) A nonrecurring charge, as set forth in (B)(1)(a) following, applies when the request to change Presubscription is submitted through electronic methods without a request to change the interLATA primary interexchange carrier (PIC) on the same line and on the same order.
 - (2) A nonrecurring charge, as set forth in (B)(1)(b) following, applies when the request to change Presubscription is submitted through manual methods without a request to change the interLATA primary interexchange carrier (PIC) on the same line and on the same order.
 - (3) A nonrecurring charge, as set forth in (B)(2)(a) following, applies when the request to change Presubscription is submitted through electronic methods together with a request to change the PIC on the same line and on the same order.
 - (4) A nonrecurring charge, as set forth in (B)(2)(b) following, applies when the request to change Presubscription is submitted through manual methods together with a request to change the PIC on the same line and on the same order.

As used above, manual methods are (i) personal interaction between a customer, or a person acting on behalf of a customer, and a Telephone Company employee; and (ii) any facsimile or written submissions from a customer, or a person acting on behalf of a customer, to a Telephone Company service center. Electronic methods shall include all other methods. If a request utilizing an electronic method results in manual processing, the electronic nonrecurring charge shall apply upon completion of the request. For orders submitted electronically through customer account record exchange (CARE) transactions, a change to both the PIC and LPIC on the same line will be considered to be on the same order if it is submitted in a single care record for that line.

_					CILITIES FOR INTRASTATE ACCESS			
6.	MIS	CELLANE	ANEOUS SERVICES (Cont'd)					
	6.5	Presub	scription	ription (Cont'd)				
		6.5.7	Rate	s and C	harges (cont'd)			
			(B)		harge for a change in Presubscription ⁶ Telephone Exchange Service, Line, Trunk, or Pay Telephone			
						Nonrecurring <u>Charge</u>		
				(1)	When Presubscription change is requested without a PIC change request on the same line and on the same order:			
					(a) Electronically requested Presubscription	\$ 1.25		
					(b) Manually requested Presubscription	5.50		
				(2)	When Presubscription change is requested together with a PIC change request on the same line and on the same order:			
					Electronically requested Presubscription	0.63		
					Manually requested Presubscription	2.75		
1							1 1	

⁶ Where these charges are applicable to a subscriber or end user under this tariff, except as set forth in 6.5.8(A)(2) following, a carrier may make arrangements with the Telephone Company to pay these charges on behalf of the subscriber or end user.

6. MISCELLANEOUS SERVICES (Cont'd)

6.5. <u>Presubscription</u> (Cont'd)

6.5.8 IPIC NONE

When an end user does not want to be presubscribed to any carrier, or when a carrier submits a request to remove their IPIC from an end user's line, the end user will be required to dial 101XXXX or other access code (i.e., 950-XXXX) for all calls to all carriers. This line condition, designated IPIC NONE, is considered an IPIC change for purposes of administering the rates contained in this tariff. IPIC NONE changes can only be made by the end user or by the carrier to whom the end user's line is presubscribed.

- (A) End User Presubscription Charges IPIC NONE Presubscription Charges, as described in 6.5.7 preceding, will apply to the end user as follows:
 - (1) When an end user submits a request to the Telephone Company to remove the IPIC from the end user's line, the applicable nonrecurring charge set forth in 6.5.7 preceding applies to the end user.
 - (2) When a carrier submits a request to the Telephone Company on behalf of the end user to remove the carrier as the end user's IPIC, the carrier must inform the Telephone Company that the end user desires to have no IPIC. In such cases, the applicable nonrecurring charge set forth in 6.5.7 preceding applies to the end user.
 - (3) For 6.5.8(A)(2) preceding, the Telephone Company will verify that the end user's line Is currently presubscribed to the carrier submitting the request. If the end user's line is currently presubscribed to the carrier submitting the request, then the Telephone Company will remove such carrier's IPIC from the line thereby changing the end user's line IPIC designation to IPIC NONE.
- (B) Carrier Presubscription Charges IPIC NONE

Presubscription Charges, as described in 6.5.7 preceding, will apply to the carrier as follows:

- (1) When a carrier submits a request to the Telephone Company on its own behalf to remove its IPIC from an end user's line, the applicable nonrecurring charge set forth in 6.5.7 preceding applies to the carrier.
- (2) For 6.5.8(B)(1) preceding, the Telephone Company will verify that the end user's line Is currently presubscribed to the carrier submitting the request. If the end user's line is currently presubscribed to the carrier submitting the request, then the Telephone Company will remove such carrier's IPIC from the line thereby changing the end user's line IPIC designation to IPIC NONE.

The Telephone Company is not liable for any dispute of the change in IPIC selection to IPIC NONE resulting from a carrier's notification to the Telephone Company.

6. <u>MISCELLANEOUS SERVICES</u> (Cont'd)

6.6 Additional Testing

The Company will perform acceptance testing as specified in Section 4., and 5.1.5 to insure that FIA ordered by the customer are functioning properly, prior to turning over such FIA to the customer. In addition, the Company will perform ongoing tests as specified in Section 4., to assure the continued satisfactory performance of Switched Access Services ordered by the customer.

Testing offered under this section of the Price List is in addition to those tests described above and will be provided, when requested by the customer, at an additional charge.

Testing is provided by Company personnel at Company locations. However, provisions are made in 6.6.1(E) and 6.6.2(B), to allow a customer to request Company personnel to perform testing at the CDL or the end user premises.

Additional testing is provided on a scheduled or nonscheduled basis. Scheduled testing shall be performed on a predetermined time basis to allow for cost efficient utilization of Company and customer resources. Scheduled testing should be based on a one-year period. Nonscheduled tests are performed by the Company on a request-by-request basis, not in conjunction with any fixed schedule.

The offering of testing under this section of the Price List is made subject to the availability of the necessary qualified personnel and test equipment at the various test locations mentioned in (A), (B), and (C) following.

6.6.1 Switched Access Testing

Testing for Switched Access is comprised of (a) tests which are performed during the installation of Switched Access (i.e., acceptance tests) and (b) tests which are performed after acceptance of such Switched Access by a customer (i.e., in-service tests).

These tests are performed on a scheduled or nonscheduled basis, and may be conducted on an automatic, cooperative, or manual basis, as defined in (1), (2), (3), (4), and (5) following.

(A) Additional Cooperative Acceptance Testing

Additional Cooperative Acceptance Testing (ACAT) of Switched Access involves the Company provision of a technician at its office(s) and the customer provision of a technician at its CDL, with suitable test equipment to perform the required tests.

Additional Cooperative Acceptance Testing may apply when the customer requests additional tests not specified in Section 4.

The labor charges in 6.2.6 will apply to Additional Cooperative Acceptance Testing at the appropriate Basic, Overtime, or Premium rate.

6. MISCELLANEOUS SERVICES (Cont'd)

6.6 Additional Testing (Cont'd)

6.6.1 <u>Switched Access Testing</u> (Cont'd)

(B) <u>Automatic Scheduled Testing</u>

Automatic Scheduled Testing (AST) of FGB, FGC, FGD, BSA-A, BSA-B, BSA-C, BSA-D, and SAC Access is provided, as specified in Section 4., where the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent. AST charges will apply when such testing is requested on a more frequent basis than is provided for in accordance with the Company's Central Office Maintenance Planning System (COMPS). The customer may specify a more frequent schedule of tests at least sixty days prior to the start of the prescribed schedule. Trunks from a Company digital switch, to a customer digital switch, utilizing digital facilities, are excluded from mandatory routine testing. The rates in 6.6.3(A) will apply to additional AST.

The Company will provide a monthly AST report that lists the trunks within each Central Office access group that failed to meet established requirements. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis. A monthly report that lists the test results will be provided to the customer.

(C) Additional Cooperative Scheduled Testing

Additional Cooperative Scheduled Testing (ACST) of FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C, BSA-D, and SAC Access Service occurs when the Company provides a technician at its office(s) and the customer provides a technician at its CDL, with suitable test equipment to perform the required tests. ACST charges will apply when loss/noise/balance testing or gain-slope testing is requested on a more frequent basis than is provided for in accordance with the Company's Central Office Maintenance Planning System (COMPS). ACST charges also apply when additional tests are requested for FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C, BSA-D or SAC Access Service (T) that are not specified in Section 4. The customer may specify a more frequent schedule of tests sixty days prior to the start of the prescribed schedule. The rates, as set forth in 6.6.3(B), will apply for additional ACST.

The Company will provide, on a quarterly basis, an ACST report that lists the test results and the number of trunks that passed or failed. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

6. MISCELLANEOUS SERVICES (Cont'd)

6.6 Additional Testing (Cont'd)

6.6.1 <u>Switched Access Testing</u> (Cont'd)

(D) Additional Manual Scheduled Testing

Additional Manual Scheduled Testing (AMST) of FGA, FGB, FGC FGD, BSA-A, BSA-B, BSA-C, BSA-D or SAC Access Service occurs when the Company provides a technician at its office(s) and at the CDL. AMST charges will apply when loss/noise/balance testing or gain-slope testing is requested on a more frequent basis than is provided for in accordance with the Company's Central Office Maintenance Planning System (COMPS). AMST charges also apply when additional tests are requested for FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C, BSA-D or SAC Access Service that are not specified in Section 4. The customer may specify a more frequent schedule of tests sixty days prior to the start of the prescribed schedule. The rates in 6.6(3)(C) will apply to additional AMST.

The Company will provide, on a quarterly basis, an AMST report that lists the test results and the number of trunks that passed or failed. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

(E) Nonscheduled Testing

Nonscheduled Testing (NST) will be performed "on demand" which results in the measurement of Switched Access. NST charges will apply only when testing is requested more frequently than is provided for in accordance with COMPS, or when a specific test is requested that is not normally performed. Tests for Switched Access which are normally performed are contained in Section 4. Nonscheduled Testing (NST) of Switched Access may consist of the following testing arrangements:

- the customer provides remote office test lines and 105 test lines with associated responders or their functional equivalent (automatic testing), or
- the Company provides a technician at its office(s) and the customer provides a technician at its CDL with suitable test equipment to perform the required tests (cooperative testing), or
- the Company provides a technician at its office(s), and at the CDL or end user premises with suitable test equipment to perform the required tests (manual testing).

Nonscheduled Tests may consist of any tests that the customer may require. The rates in 6.6.3(A) will apply to Nonscheduled Automatic Testing. The labor charges in 6.2.6 will apply to Nonscheduled Cooperative and Manual FIA Testing at the appropriate Basic, Overtime, or Premium rate.

If nonscheduled tests are required and trouble is found in Company facilities, charges for testing the Company facilities will not apply. If, however, trouble is found in the customer equipment, charges as set forth in 6.6.3(A) following and labor charges as set forth in 6.2.6 preceding are applicable.

6. MISCELLANEOUS SERVICES (Cont'd)

6.6 Additional Testing (Cont'd)

(A) Switched Access Testing (Cont'd)

(6) Obligations of the Customer

- (a) The customer shall provide the Remote Office Test Line priming data to the Company, as appropriate, to support AST as set forth in 6.6.1(B) preceding or NST as set forth in 6.6.1(E) preceding.
- (b) The customer shall make the facilities to be tested available to the Company at times mutually agreed upon.

(B) Special Access Testing

The Company will, at the request of a customer, provide assistance in performing specific tests requested by the customer.

(1) Additional Cooperative Acceptance Testing

When a customer provides a technician at its CDL or at the end user premises, with suitable test equipment to perform the required tests, the Company will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing (ACAT). The labor charges as set forth in 6.2.6 preceding will apply to ACAT at the appropriate Basic, Overtime, or Premium rate.

Additional Cooperative Acceptance Testing charges will apply when the customer requests tests which are not required to meet the transmission performance parameters as set forth in the Company's Technical Interface Reference Manual.

(2) Nonscheduled Testing

When a customer provides a technician at its CDL or at the end user premises, with suitable test equipment to perform the required tests, the Company will provide a technician at its office (cooperative testing) for the purpose of conducting Nonscheduled Testing (NST). Nonscheduled testing may consist of any test (e.g., loss, noise, slope, envelope delay, etc.) which the customer may request. If such testing indicates trouble in Company facilities, then the customer will not be charged. NST charges will apply if the trouble is in the facilities of the customer. At the customer's request, the Company will provide a technician at the CDL or at the end user premises (manual testing). The labor charges as set forth in 6.2.6 preceding will apply to Nonscheduled Testing at the appropriate Basic, Overtime, or Premium rate.

6.	MISCE	LLANEOUS SERVICES (Cont'd)							
	6.6	<u>Additio</u>	nal Tes	nal Testing (Cont'd)					
		6.6.2	<u>Speci</u>	al Access Testing (Cont'd)					
			(C)	Obligation of the Customer					
				When the customer subscribes to Testing as facilities to be tested available to the Company	set forth in this section, the customer shall make the at times mutually agreed upon.				
		6.6.3	Rates	s and Charges	<u>Rate</u>				
			(A)	Additional Automatic Scheduled Testing					
				Basic Offering to First Point of Switching per Transmission Path, per Month	\$.45				
			(B)	Additional Cooperative Scheduled Testing					
				Basic Offering to First Point of Switching per Transmission Path, per Month	1.69				
				Gain-Slope-To First Point of Switching per Transmission Path, per Month	.72				
			(C)	Additional Manual Scheduled Testing					
				Basic Offering to First Point of Switching per Transmission Path, per Month	3.37				
				Gain-Slope-To First Point of Switching per Transmission Path, per Month	1.43				

6. <u>MISCELLANEOUS SERVICES</u> (Cont'd)

6.7 Provision of FIA Billing Information

The customer will receive its monthly bills in paper format. At the option of the customer, its monthly bills may be provided on magnetic tape. When call detail is transmitted via magnetic tape, a charge will apply on a per tape and per record of detail entered basis. The provision of the bills on magnetic tape will be at an additional charge to the customer set forth below.

Provision of FIA Billing Information in Magnetic Tape Format

Charge

Per Tape \$50.00

Per Record .01

6.8 End User Lists

6.8.1 Presubscription List

(A) InterLATA Equal Access

Prior to conversion to equal access (i.e., introduction of FGD or BSA-D in an end office switch) an IC may request a list of the Company's end users of record served from that end office switch. The Presubscription List will be provided as follows:

- (1) The Company will provide a list from its Customer data base. The list may be provided on magnetic tape, electronic transmission or paper printout, at the option of the IC, at rates provided in 6.8.4. Foreign listings, PBX stations and numbers not in service will not be provided.
 - (a) The Initial List will be provided to the IC no later than 30 days after receipt of the order and payment by the IC of charges in 6.8.4. The nonrecurring charge for the Initial List applies per order. A single order may contain all end offices having the same equal access conversion date. The telephone number will not be provided if an end user or agent has a nonpublished number.
 - (b) The Account Activity List, which includes a listing of all changes to the Customer data base, since the Initial List was produced, will be provided on a cyclic basis. The Account Activity List will only include information for those end users that are presubscribed to the IC (including end users with nonpublished numbers) for the sole purpose of updating the IC's customer account information. There is no charge for this list.

- 6. MISCELLANEOUS SERVICES (Cont'd)
 - 6.8 End User Lists
 - 6.8.1 <u>Presubscription List</u> (Cont'd)
 - (A) InterLATA Equal Access (Cont'd)
 - (2) The IC agrees to use the Initial and Account Activity Lists for the sole purpose of contacting potential customers or existing customers, regarding interexchange telecommunications services available through equal access to be obtained from the Company or for the purpose of updating IC customer account information. The IC agrees not to sell, or reproduce in any manner, in whole or in part, the lists or permit such to be done.
 - (3) The IC shall indemnify, protect and save harmless the Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages which may arise out of the Company's supplying of listing information, services or records.
 - (4) The Company and the IC agree that the mutual objective of the parties is to conduct their respective businesses to avoid confusion by the end users as to the separate and independent identity of the respective companies and their services. Neither the Company nor the IC shall make any representation to end users, the public, prospective advertisers, expressed or implied, written or oral, which would imply that the IC is the same as, a part of, or associated with the Company.
 - (5) This service may be terminated by either the Company or the IC upon thirty (30) days' written notice. The Company reserves the right to terminate this service immediately upon written notice if the IC misuses the list information. Performance by the Company shall be excused in the event of strike, riot, act of God or any other cause beyond the reasonable control of the Company.

- 6. MISCELLANEOUS SERVICES (Cont'd)
 - 6.8 End User Lists (Cont'd)
 - 6.8.1 <u>Presubscription List</u> (Cont'd)
 - (B) IntraLATA Equal Access

Prior to conversion to intraLATA equal access an IC or LEC may request a list of the Company's end users of record served from that end office switch. A single Presubscription List will be provided to intraLATA toll providers as follows:

- (1) The Company will provide a list from its Customer data base. The list may be provided on magnetic tape, electronic transmission or paper printout, at the option of the IC or LEC, at rates provided in 6.8.4. Foreign listings, PBX stations and numbers not in service will not be provided.
 - (a) The Initial List will be provided to the IC or LEC no later than 30 days after receipt of the order and payment by the IC or LEC of charges in 6.8.4. The nonrecurring charge for the Initial List applies per order. A single order may contain all end offices having the same intraLATA equal access conversion date. The telephone number will not be provided if an end user or agent has a nonpublished number.
 - (b) The Account Activity List, which includes a listing of all changes to the customer data base, since the Initial List was produced, will be provided on a cyclic basis. The Account Activity List will only include information for those end users that are presubscribed to the IC or LEC (including end users with nonpublished numbers) for the sole purpose of updating the IC's or LEC's customer account information. There is no charge for this list.
- (2) The IC or LEC agrees to use the Initial and Account Activity Lists for the sole purpose of contacting potential customers, or existing customers, regarding intraLATA telecommunications services available through equal access to be obtained from the Company. The IC or LEC agrees not to sell, or reproduce in any manner, in whole or in part, the lists or permit such to be done.
- (3) The IC or LEC shall indemnify, protect and save harmless the Company from and against any and all loss, liability, damages and expense arising out of any demand, claim, suit or judgment for damages which may arise out of the Company's supplying of listing information, services or records.
- (4) The Company and the IC or LEC agree that the mutual objective of the parties is to conduct their respective businesses to avoid confusion by the end users as to the separate and independent identity of the respective companies and their services. Neither the Company nor the IC or LEC shall make any representation to end users, the public, prospective advertisers, expressed or implied, written or oral, which would imply that the IC or LEC is the same as, a part of, or associated with the Company.

6. MISCELLANEOUS SERVICES (Cont'd)

6.8 End User Lists (Cont'd)

6.8.1 <u>Presubscription List</u> (Cont'd)

(B) IntraLATA Equal Access (Cont'd)

(5) This service may be terminated by either the Company or the IC or LEC upon thirty (30) days' written notice. The Company reserves the right to terminate this service immediately upon written notice if the IC or LEC misuses the list information. Performance by the Company shall be excused in the event of strike, riot, act of God or any other cause beyond the reasonable control of the Company.

6.8.2 Allocation Lists

- (A) The Company will provide to the IC or LEC, at no charge, a list of end users that have been allocated to the IC or LEC.
- (B) A list of all end users who have been allocated will be available to an IC or LEC upon request. Charges in 6.8.4 will apply. The nonrecurring charge for the Allocation List applies each time the IC or LEC orders the service. A single ASR may contain all end offices having the same equal access conversion date.

6.8.3 Snapshot List

The Snapshot List is a summary of selected end user information for a specific IC or LEC that resides in the Company Customer data base. The Snapshot List may be provided on magnetic tape, electronic transmission or paper printout, at the option of the IC or LEC, at rates provided in 6.8.4. Foreign listings, PBX stations and numbers not in service will not be provided.

The Snapshot List will be provided to the IC or LEC no later than 30 days after receipt of the order. The nonrecurring charge for the Snapshot List applies per order.

The purpose, liability and objectives associated with the provision of the Snapshot List is in 6.8.1(B)(2), (3), (4) and (5).

6.	MISCE	ELLANEOUS SERVICES (Cont'd)						
	6.8	End Use	r Lists (Lists (Cont'd)				
		6.8.4	Rates	and Charges				
					<u>Charge</u>			
			(A)	Initial and Allocation Lists				
				Nonrecurring charge, per order	\$50.00			
				Initial List, per customer account	.03			
				Allocation List, per listing	.03			
			(B)	Snapshot List				
				Nonrecurring Charge, per order	75.00			
				Snapshot List, per listing	.05			

6. <u>MISCELLANEOUS SERVICES</u> (Cont'd)

6.9 <u>Billing Name and Address Services (BNAS)</u>

The Company will, upon request, provide Billing Name and Address Services (BNAS) to a Telecommunications Service Provider (customer), or its authorized billing and collection agent. Telecommunications Service Providers include interexchange carriers, operator service providers, enhanced service providers, and any other provider of intrastate telecommunications services.

There are three BNAS offerings available pursuant to this Price List, Billing Name and Address (BNA), Data Gathering Service (DGS), and End User Validation List.

6.9.1 BNA and Data Gathering Services

BNA is the billing name and address information and Data Gathering is the billing telephone number, name, address and associated working telephone number information for customer provided ten digit end user telephone numbers required by the Telecommunications Service Provider customer to bill for calls placed within a specific time period. BNA and DGS are offered subject to the conditions specified in the following:

- (A) A standard format for the receipt and provision of telephone number and billing name and address information will be established by the Company. Charges for each BNA searched for and found or searched for and not found will be billed at rates in 6.9.3(A). Charges for each record accessed for DGS are in 6.9.3(B). BNA and DGS will be provided via magnetic tape, electronic transmission, or paper format, at the option of the customer, at rates in 6.9.3(A) and 6.9.3(B). The processing fee will be applied on a per state basis, once per calendar year for BNAS processing done within that calendar year.
- (B) The customer must order BNA or DGS and provide test data tape at least 30 days prior to delivery of the first customer order.
- (C) The frequency for receipt of the customer provided orders for BNA or DGS will be no more than twice monthly and at intervals mutually agreed upon between the Company and the customer. The customer provided end user telephone numbers will be programmed by the Company with the proper end user's billing name and address contained in the Company's file at that time.
- (D) BNA and DGS information for nonlisted / nonpublished end user telephone numbers will be provided unless the nonlisted / nonpublished end user provides notice of nonconsent to the Company for the release of the BNA/DGS data. Within 30 days of receipt of such notice, the Company will discontinue disclosure of the nonlisted / nonpublished BNA/DGS data.

	FACILITIES FOR INTRASTATE ACCESS						
6.	MISCE	LLANEOUS SERVICES (Cont'd)					
	6.9	Billing Name and Address Services (BNAS) (Cont'd)					
		6.9.1	6.9.1 BNA and Data Gathering Services (Cont'd)				
			(E)	For other than electronic transmission, the output records will be sent to the customer via first class U. S. Mail. The output records will normally be made available for mailing ten workdays after receipt of the customer order or at an interval mutually agreed upon. Availability may be delayed in case of input errors in the customer provided order.			
			(F)	The customer may request data be transmitted. Data transmission charges will be determined on an ICB. Data transmission hardware and software specifications will be mutually agreed upon by the Company and the customer.			
			(G)	BNA and DGS detail will not be retained by the Company longer than 45 days. If the customer requests that the output be made available on a second occasion, such request must occur within 30 days from the date the first was made.			
			(H)	Any customer, provided BNA or DGS pursuant to this Price List, agrees to abide by all applicable rules, decisions, orders, statutes and laws concerning the disclosure of published and nonpublished telephone numbers, and further agrees to use the information contained therein only for the purpose of billing for services provided to their end users.			
			(1)	In no case shall any customer or authorized billing and collection agent of a customer disclose the billing name and address information of any subscriber to any third party, except that a customer may disclose BNA/DGS information to its authorized billing and collection agent or to governmental law enforcement agencies.			
			(J)	Conditions regarding refusal or discontinuance of this service are found in 2.1.8.			

6. MISCELLANEOUS SERVICES (Cont'd)

6.9 <u>Billing Name and Address Services (BNAS)</u> (Cont'd)

6.9.2 End User Validation List

End User Validation Lists provide for the disclosure of all or a portion of end user/agent data available from the Company's records, to a Telecommunications Service Provider (customer), for purposes other than billing, and in compliance with the conditions specified in 47 CFR § 64.1201(c)(1). In addition, End User Validation List Service is offered subject to the conditions specified in 6.9.1(I), and the following:

- (A) Standard End User Validation Lists will be provided in three (3) files, business, coin (semi-public and public paystations) and residence. Nonlisted /nonpublished information will be excluded, with the exception of nonlisted public paystations. The lists may be ordered on a state level basis, for any of the Company's jurisdictions subject to this Price List, unless prohibited by federal regulation, federal statute, state regulation or state statute. Rates for the standard End User Validation List are in 6.9.3(C).
- (B) Per calendar year, the customer may request up to two (2) lists for business, coin, and residence listings.
- (C) A standard format will be established by the Company. Requests for special list sorts will be limited to an end user list separating those that are presubscribed to the requesting customer, and/or those that are not. The rate, per record, applicable to special sorts is in 6.9.3(C).
- (D) Each request shall be treated as a new request. Requests for updates from previous lists will not be provided.
- (E) The customer shall have fifteen (15) business days from the date of delivery of a list to request any investigation of issues arising from the provision of the list.
- (F) End User Validation Lists will normally be provided to the customer within thirty calendar days after receipt of a request and within ten (10) business days of extraction, or at an interval mutually agreed upon. The administrative fee specified under 6.9.3(C) applies per request.
- (G) Conditions regarding refusal or discontinuance of this service are found in 2.1.8.

6.	MISCE	LLANEOU	IS SERV	<u>'ICES</u> (Cont'd)	100200
	6.9 <u>Billing Name and Address Services (BNAS)</u> (Cont'd)				
		6.9.3	Rates	s and Charges	
			(A)	Billing Name and Address	<u>Charge</u>
				BNA Number Found, each/per call	\$.25
				BNA Number Not Found, each/per call	.25
				Processing Fee ⁷ Paper Report, Electronic Transmission, or Magnetic Tape, each	50.00
			(B)	Data Gathering Service	
				Per Record Accessed	.18
			(C)	Processing Fee ⁸ Paper Report, Electronic Transmission, or Magnetic Tape, each End User Validation List	75.00
				Standard Sort, per record provided	.034
				Special Sort, per record provided	.054
				Administrative Fee Paper Report, Electronic Transmission, or Magnetic Tape, per request	78.00

⁷ Applies once per calendar year for BNA or DGS processing done within that calendar year.

⁸ Applies once per calendar year for BNA or DGS processing done within that calendar year.

7.1

FACILITIES FOR INTRASTATE ACCESS

TABLE	OF CONTENTS	
7.	SPECIALIZED FIA OR ARRANGEMENTS	Sheet No.

General

7. SPECIALIZED FIA OR ARRANGEMENTS

7.1 General

Specialized FIA or Arrangements may be provided by the Company, at the request of a customer, on an Individual Case Basis (ICB) if such FIA or arrangements meet the following criteria:

- The requested FIA or arrangements are not offered under other sections of this Price List.
- The facilities utilized to provide the requested FIA or arrangements are of a type normally used by the Company in furnishing its other services.
- The requested FIA or arrangements are provided within a LATA.
- The requested FIA or arrangements are compatible with other Company services, facilities, and its engineering and maintenance practices.

This offering is subject to the availability of the necessary Company personnel and capital resources.

TABLE OF CONTENTS

8.	ANCILLARY SERVICES						
	8.1	<u>General</u>					
		8.1.1	Service Offerings	1			
		8.1.2	Regulations	2			
		8.1.3	Description of Ancillary Services	7			
		8.1.4	Rate Regulations	19			
		8.1.5	Rates and Charges	24			

8. <u>ANCILLARY SERVICES</u>

8.1 **GENERAL**

8.1.1 <u>Service Offerings</u>

Ancillary Services are available in the following categories:

- (A) Billing and Collection Services
 - Call Recording Service
 - Message Processing Service
 - Assembly and Editing Service
 - Call Record Provision Service
 - Message Bill Processing Service
 - Bill Rendering Service
 - Message Investigation Service
 - Online Bill Pay
 - Fundamental Billing
 - Program Development
 - Inquiry Service

(B) Operator Services

Regulations, rates and charges as follows apply to Ancillary Services and shall not serve as a substitute for customer Price List offerings of services to end users. The provision of such Ancillary Services by the Company, as set forth following, does not constitute a joint undertaking with the customer for the furnishing of any service.

The Company's undertaking to provide Ancillary Services is made only in conjunction with intrastate services offered within its operating territory.

The regulations, rates and charges contained herein are in addition to the applicable regulations, rates and charges specified in other sections of this Price List and in other Price Lists or tariffs of the Company which are referenced herein.

- 8. ANCILLARY SERVICES (Cont'd)
 - 8.1 <u>GENERAL</u> (Cont'd)
 - 8.1.2 Regulations
 - (A) <u>Undertaking of the Company</u>
 - (1) Provision of Ancillary Services
 - (a) The Company, to the extent Ancillary Services are, or can be made available with reasonable effort, will provide to the customer Ancillary Services as described in 8.1.3, at rates and charges as specified in 8.1.5.
 - (b) When the customer subscribes to Call Recording Service, as set forth in 8.1.3(A)(1), and customer message detail is not available because the Company lost or damaged tapes or incurred recording system outages, the Company will estimate the volume of lost customer messages and associated revenue based on previously known values determined from historical data. In such events the extent of the Company's liability for damages shall be limited to the granting of a corresponding credit adjustment on the customer's bill representing amounts due to the customer for the unbilled revenue.

When the Company is notified that, due to error or omission, incomplete data has been provided to a customer, the Company will make every reasonable effort to locate and/or recover the data and provide new magnetic tapes to the customer at no additional charge. Such request to recover the data must be made within 30 days from the date the details were initially made available to the customer. If the data cannot be recovered, the extent of the Company's liability for damages shall be limited as set forth in the preceding paragraph.

- (c) The Company shall be responsible for contacts and arrangements with the end user concerning the billing, collecting, crediting and adjusting of the customer's service charges, when the Company provides Inquiry Service as set forth in 8.1.3(A)(11).
 - (d) Message Bill Processing, Bill Rendering, Online Bill Pay, Fundamental Billing and Inquiry Services will only be offered by the Company with the purchase of receivables. The Company will purchase the customer's receivables at a discount from face value. The exact contents of the discount factor and specific settlement procedures will be contained in individual contractual arrangements signed by each customer.

8. ANCILLARY SERVICES (Cont'd)

8.1 GENERAL (Cont'd)

8.1.2 Regulations (Cont'd)

(A) <u>Undertaking of the Telephone Company</u> (Cont'd)

(2) Discontinuance and Refusal of Ancillary Services

- (a) If the customer fails to comply with the provisions of this Price List, including any payments to be made by it on the dates or at the times herein specified, and fails within thirty (30) days after written notice via certified mail from the Company to an officer of the customer requesting payment for such noncompliance, the Company may discontinue the provision of the Ancillary Service. In case of such discontinuance, all applicable charges shall immediately become due.
- (b) If the customer repeatedly fails to comply with the provisions of this Price List in connection with the provision of Ancillary Services and fails to correct such course of action after notice as set forth in (a) preceding, the Company may refuse applications for additional Ancillary Services.

(B) Obligations of the Customer

(1) References to the Company

The customer may advise end users that Ancillary Services are provided by the Company in connection with the service the customer furnishes to its end users.

(2) Request for Service

(a) Minimum Order Periods

The customer shall order Ancillary Service(s) with the following minimum requirements:

The minimum period for which Call Recording Service is provided and for which charges apply is one month (30 days). A customer may cancel Call Recording Service on any date prior to the start of the next month's service. If written notice is not received from the customer, or from the telephone company that ordered the Call Recording Service prior to the start of the following month's service, the Company shall assume that the service is to be extended for another month (30 days).

The initial minimum period for Message Processing, Message Bill Processing, Bill Rendering, Online Bill Pay, Fundamental Billing and Inquiry Services is three years. Six months prior to the end of the initial order period or subsequent extension, the customer shall notify the Company in writing, if the service is to be discontinued. If no notice is received from the customer, the Company shall assume that the service is extended for another year.

- 8. ANCILLARY SERVICES (Cont'd)
 - 8.1 GENERAL (Cont'd)
 - 8.1.2 <u>Regulations</u> (Cont'd)
 - (B) Obligations of the Customer (Cont'd)
 - (2) Request for Service (Cont'd)
 - (b) Order Requirements

When Call Recording Service is ordered, the customer shall furnish the Company an estimate of the number of messages (message capacity) to be recorded. When Call Recording Service is provided from an end office switch, the estimate of the number of messages to be recorded shall be provided by end office. When Call Recording Service is provided from an access tandem, the estimate of the number of messages to be recorded shall be provided by access tandem. The message capacity shall be provided by year.

When Message Processing Service is ordered, the customer shall furnish the Company an estimate of the number of messages (message capacity) to be processed. The number of messages shall be provided by year.

When Message and Bill Processing, Message investigation, Online Bill Pay, Fundamental Billing and Inquiry Services are ordered for MTS/WATS services, the customer shall furnish the Company an estimate of the number of messages (message capacity) to be billed. The message capacity shall be provided by year. Separate estimates shall be furnished by the customer for MTS messages, bulk-billed messages (WATS/800/866/877/888 services) and invoice billing messages.

When Bill Rendering Service is ordered, the customer shall furnish the Company an estimate of the number of bills for which Bill Rendering Service will be provided. The bill capacity shall be provided by year. Separate estimates shall be furnished by the customer for MTS bills, bulk billed bills (WATS/800/866/877/888) and invoice billing bills.

- 8. ANCILLARY SERVICES (Cont'd)
 - 8.1 GENERAL (Cont'd)
 - 8.1.2 <u>Regulations</u> (Cont'd)
 - (C) Payment Arrangements
 - (1) Minimum Charges
 - (a) Call Recording, Message Processing, Message Bill Processing, Online Bill Pay, Bulk-Billed, Fundamental Billing and Inquiry Services are subject to minimum charges.
 - (b) Minimum charges will be determined on an individual case basis as specified in individual contractual arrangements signed by each customer. Minimum charges, if applicable, will be filed on an individual case basis in Section 8.1.5(C) of this Price List.
 - (2) Cancellation of Order for Ancillary Services
 - (a) When an order for Ancillary Services is canceled prior to the start of installation of such Ancillary Services, no charges will apply. Installation of Ancillary Services is considered to have started when the Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
 - (b) Where program development of Ancillary Services has been started prior to the cancellation, and to the extent the Company has another use for the specially developed Ancillary Services, no charge applies. When the Company has no other use for the specially developed Ancillary Services, a charge equal to the costs incurred prior to the date of cancellation applies. Such charge is determined as detailed in paragraph (c).
 - (c) The charge, as specified in paragraph (b), includes the cost, less the net salvage value of equipment and material either ordered, provided or installed, plus the nonrecoverable cost of system development and installation. Charges will be determined on an individual case basis as required and will be specified in 8.1.5(D).
 - (3) Acceptance of Gift Certificates

The Telephone Company will accept customer gift certificates for payment from end users, if the customer agrees in writing to redeem all such gift certificates.

8. <u>ANCILLARY SERVICES</u> (Cont'd)

8.1 GENERAL (Cont'd)

8.1.2 Regulations (Cont'd)

(C) Payment Arrangements (Cont'd)

(4) Minimum Period Disconnect Charges

Minimum period disconnect charges will apply, if service is discontinued prior to the expiration of the minimum period. For Call Recording Service, the Company will use the most recent 30 day period for which data is available to determine the total minimum monthly charge. The customer will only be billed for the adjusted amount due, if payment has been received for any portion of the discontinued service.

If, for Message Processing, Message Bill Processing Bill Rendering, Online Bill Pay, Fundamental Billing and Inquiry Services, service is discontinued prior to the end of the period ordered, the customer will pay the minimum charges for the remaining months of the minimum order period specified in 8.1.2(B)(2)(a).

The monthly charge for Message Processing, Message Bill Processing, Bill Rendering, Online Bill Pay Fundamental Billing, and Inquiry Services, will be one-twelfth of the appropriate yearly message capacity (i.e., MTS service billed or bulk-billed capacity estimate) furnished by the customer as set forth above, times the appropriate Message Processing, Message Bill Processing, Bill Rendering, Online Bill Pay Fundamental Billing, and Inquiry Services rate.

(5) Payment of Charges

When the Company purchases Call Recording from another telephone company and/or Message Processing Services from another telephone company or entity for a customer, the rates and charges for such services contained in this Price List are applicable.

(6) <u>Customer's End User Deposits</u>

When Bill Rendering, Online Bill Pay and Fundamental Billing Services are ordered, the Company will determine and collect a deposit from the customer's end user in accordance with the Company deposit regulations. The Company will provide the customer with a copy of its deposit regulations upon request.

8. ANCILLARY SERVICE (Cont'd)

8.1 General (Cont'd)

8.1.3 Description of Ancillary Services

Ancillary Services consist of (1) Billing and Collection Service and (2) Operator Services. Ancillary Services shall be furnished to subscribers to the Company's access services, and in addition, other telecommunications service providers, including providers of telephone answering services or voice messaging services.

All subscribers of Ancillary Services are subject to the terms and conditions contained within this Price List. Should the customer choose to perform his/her own ancillary functions and require sufficient information to do so, listed customer information may be purchased consistent with state regulations governing any rights to privacy. Charges for such lists will be calculated on an individual case basis.

(A) Billing and Collection Services

(1) <u>Call Recording Service</u>

The Company will provide Call Recording in Company suitably equipped end offices or tandems. Call Recording is available with FGC, FGD or similar Feature Group offerings, when used in the provision of MTS/WATS services. Call Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through Switched Access Service or Switched Access-like Service for which answer and disconnect supervision has been received. The Company will provide the customer, upon request, the recorded message detail, as agreed to by both parties, for each completed intrastate message generated by end users gaining access to the customer from the Access Area.

The equipment at the customer designated location shall provide such signals as may be required for the proper operation of the Company's automatic call recording equipment used to perform this function.

The Company may purchase Call Recording Service from another telephone company. Another telephone company or entity may purchase Call Recording Service from the Company.

A standard format for the provision of the recorded message detail will be established by the Company. The Company will provide to the customer the precise details of the format. If, in the course of Company business, it is necessary to change the format, the Company will provide notification to the customer six months in advance of the change.

8. <u>ANCILLARY SERVICES</u> (Cont'd)

8.1 GENERAL (Cont'd)

8.1.3 <u>Description of Ancillary Services</u> (Cont'd)

(A) <u>Billing and Collection Services</u> (Cont'd)

(2) Message Processing Service

Message Processing Service consists of the transformation of recorded customer message details into rated messages. Message Processing Service will be provided for each intrastate message generated by end users gaining access to the customer from the Access Area of the Company. Message Processing Service includes the following:

(a) <u>Assembly of Message Detail</u>

This function consists of arranging the customer's recorded message details into a format required for subsequent processing.

(b) Editing of Message Detail

This function consists of examining individual message details and identifying the messages with errors or the messages which require further examination.

(c) Rating of Messages

This function consists of calculating the charges for messages based on the customer's schedule of charges and the message detail.

The Company will provide Message Processing Service only for customer messages originated within the Access Area.

For the purpose of performing Message Processing Service, the Company may purchase Message Processing Service from another telephone company or entity as set forth in 8.1.2(C)(5). Another telephone company or entity may purchase Message Processing Service from the Company.

Where the customer provides its own message details, it must be in the standard format established by the Company. The Company will provide to the customer the precise details of the required format. If, in the course of Company business, it is necessary to change the format, the Company will provide notification to the customer six months in advance of the change.

Where the Company has rated customer messages which are to be billed to an end user by another telephone company or entity, the Company will enter the customer messages on a magnetic tape or data file and transmit the rated messages as set forth in 8.1.3(A)(4).

8. <u>ANCILLARY SERVICES</u> (Cont'd)

8.1 GENERAL (Cont'd)

8.1.3 <u>Description of Ancillary Services</u> (Cont'd)

(A) <u>Billing and Collection Services</u> (Cont'd)

(3) Assembly and Editing Service

Assembly is the aggregation of recorded message details to create individual messages for rating. Editing is the process of verifying that the assembled message data is in accordance with the Company standard format and prescribed Exchange Message Interface (EMI) specifications.

The editing function consists of examining individual message detail and identifying the messages with errors or the messages requiring further examination. The editing process will include the validations of data categories such as; but not limited to, the following:

- Called Telephone Number
- Calling Telephone Number
- Date

The assembled and edited recorded message detail will be provided to the customer as set forth in 8.1.3(A)(4).

(4) Call Record Provision Service

Call Record Provision Service is the transmission and receipt of rated and unrated message data. it also includes the transmission of end user data as a result of customer generated activity (i.e., transmitting end user data during conversion activities, etc.).

The billing information and/or end user data may be transmitted or received on magnetic tape or other acceptable media via either of two principal methods

- Hand carried recording media (i.e., magnetic tape).
- Direct interface (data link) to the Company billing center.

The Company will determine the number of magnetic tapes required to transmit message/record data to the customer, another telephone company or billing entity.

8. <u>ANCILLARY SERVICES</u> (Cont'd)

8.1 GENERAL (Cont'd)

8.1.3 <u>Description of Ancillary Services</u> (Cont'd)

(A) <u>Billing and Collection Services</u> (Cont'd)

(5) Message Bill Processing Service

Message Bill Processing Service is the accumulation, guiding and preparation of messages (including the application of taxes) for end user bill rendering for MTS/WATS services.

Message-Billed Message Bill Processing Service is the accumulation, guiding, posting and formatting of rated message detail for bill rendering. The Company will process Calling Plans (i.e., Directory Assistance, Optional Calling Plans, Dial-It calls, etc.) that require the application of a discount to aggregate MTS usage as a part of its Message-Billed Message Bill Processing Service.

Bulk-Billed Message Bill Processing Service is the accumulation, guiding and posting of rated message detail where the individual message detail is not provided on the bill rendered to the end user.

The rating may have been done by the Company, another entity or the customer. Where a customer subscribes to Message Processing Service, as set forth in 8.1.3(A)(2), the rated customer messages will be used as the input. If the customer provides the rated messages, the end user account to be billed shall be identified and the records shall be provided in the standard format established by the Company and delivered, as set forth in 8.1.3(A)(4) or 8.1.4(A)(13), to the location specified by the Company.

If the customer provided rated messages must be converted by the Company to the standard format, and the Company agrees to make the conversion, program development charges as set forth in 8.1.5(A) apply for the hours required to design, develop, test and maintain the necessary programs. If, in the course of Company business, it is necessary to change the format, the Company will provide notification to the customer six months in advance of the change.

The Company will only provide Message Bill Processing Service when Bill Rendering Service and Record Keeping are ordered.

The Message Bill Processing Service rate band will be determined by the Company for each customer based on the total number of interstate and intrastate messages per year.

8. <u>ANCILLARY SERVICES</u> (Cont'd)

8.1 GENERAL (Cont'd)

8.1.3 <u>Description of Ancillary Services</u> (Cont'd)

(A) <u>Billing and Collection Services</u> (Cont'd)

(6) <u>Bill Rendering Service</u>

Bill Rendering Service is the printing and mailing of statements showing amounts due from end users for services provided by the customer. Bill Rendering Service includes payment and remittance processing, treatment, denial of service and collection of deposits (where appropriate) and other monies due from the end user. Bill Rendering Service is provided on a per bill basis.

When the Company provides Bill Rendering Service, the customer's statement of the amount due may, at Company option, be included as part of the regular monthly bill for local exchange service mailed to the end user.

The Company may, in accordance with its deposit regulations, determine and collect a deposit from the end user for the customer's services as set forth in 8.1.2(C)(6). When necessary, the Company, in accordance with its treatment procedures, shall deny the customer's services to an end user. Where local exchange service access is denied, access to the customer's services will also be denied.

Bill Rendering Service will only be provided in conjunction with the purchase of a customer's receivables. The Company will not be responsible for any customer's balance due from end users prior to the initial order period.

The Company will only provide Bill Rendering Service when Message Bill Processing Service with Record Keeping is ordered or when Fundamental Billing Service is ordered.

The Bill Rendering Service rate band will be determined by the Company for each customer based on the total number of bills per year.

- 8. <u>ANCILLARY SERVICES</u> (Cont'd)
 - 8.1 GENERAL (Cont'd)
 - 8.1.3 <u>Description of Ancillary Services</u> (Cont'd)
 - (A) <u>Billing and Collection Services</u> (Cont'd)
 - (7) <u>Message Investigation Service</u>

The Company will provide Message Investigation Service when requested by the customer. Message Investigation Service is that activity undertaken by the Company to secure, or attempt to secure proper billing information in an effort to sustain or recharge the customer's message. The Company will investigate, at the request of the customer, unbillable messages to correct message detail information to allow for the proper billing application.

The customer's request for Message Investigation Service shall identify the customer message, the date the customer message was billed and the amount of the customer message. Message investigation Service is provided on a per message investigated basis.

Message Investigation Service will be provided for each intrastate message generated by end users gaining access to the customer MTS/WATS services from the Access Area of the Company.

8. ANCILLARY SERVICES (Cont'd)

8.1 GENERAL (Cont'd)

8.1.3 <u>Description of Ancillary Services</u> (Cont'd)

(A) <u>Billing and Collection Services</u> (Cont'd)

(8) Online Bill Pay

Online Bill Pay includes the preparation of bills, mailing of the bills to the end users and the collection of deposits and monies due from the end users. Online Bill Pay also includes master file maintenance.

Online Bill Pay is provided on a per message billed basis (message-billed). The Company will process Calling Plan (i.e., Directory Assistance, Optional Calling Plans, Dial-It calls, etc.) that require the application of a discount to aggregate MTS usage as a part of its message-billed billing.

When Online Bill Pay is ordered, the Company will accumulate, guide and post rated messages in preparation for billing (includes the application of taxes). The Company will also print and mail statements showing amounts due from end users for MTS services provided by the customer.

Collection Service provided to the customer will include receiving payments from the customer's end users, treatment of receivables, treatment of accounts, master file maintenance and collection of deposits (where appropriate) as set forth in 8.1.2(C)(6). When necessary, the Company, in accordance with its treatment procedures, shall deny the customer's services and/or local exchange services to an end user. Where local exchange service access is denied, access to the customer services will also be denied.

The rating may have been done by the Company, another entity or the customer. Where the customer subscribes to Message Processing Service as set forth in 8.1.3(A)(2), the rated customer messages will be used as the input. If the customer or another entity provides the rated messages, the end user account to be billed shall be identified and the records shall be provided in the standard format established by the Company and delivered as set forth in 8.1.3(A)(4) or 8.1.4(A)(13).

Online Bill Pay will only be provided in conjunction with the purchase of a customer's receivables. The Company will not be responsible for any customer's balance due from end users prior to the initial order period.

8. <u>ANCILLARY SERVICES</u> (Cont'd)

8.1 GENERAL (Cont'd)

8.1.3 <u>Description of Ancillary Services</u> (Cont'd)

(A) <u>Billing and Collection Services</u> (Cont'd)

(9) Fundamental Billing Service

Fundamental Billing Service is the centralized receipt of invoice billing records for inclusion on the end user bill.

Fundamental Billing Service includes the preparation of bills, mailing of statements of the amount due for services provided by the customer and the collection of deposits (where appropriate) and monies due from the customer's end users. Fundamental Billing Service also includes account establishment, maintenance of accounts and treatment of accounts.

When the Company provides Fundamental Billing Service, the customer shall rate its end users messages, calculate the taxes and the total amount allowances, recurring fees, it provided to its end users, prior to sending the invoice billing records to the Company.

The customer's statement of the amount due may, at Company option, be included as part of the regular monthly bill for local exchange service mailed to the end user.

As a part of its treatment procedures, the Company shall have the final authority to make adjustments or deny service for disputed charges on the end user's account.

Fundamental Billing Service will only be provided in conjunction with the purchase of a customer's receivables. The Company will not be responsible for any customer's balance due from end users prior to the initial order period.

Call Record Provision charges, as set forth in 8.1.5(A), shall apply for the receipt of accepted messages and the return of rejected messages. Bill Rendering charges, as set forth in 8.1.5(A), shall apply for each bill rendered. In addition, the Fundamental Billing Service charges, as set forth in 8.1.5(A), shall apply.

8. <u>ANCILLARY SERVICES</u> (Cont'd)

8.1 GENERAL (Cont'd)

8.1.3 <u>Description of Ancillary Services</u> (Cont'd)

(A) <u>Billing and Collection Services</u> (Cont'd)

(10) Program Development Service

Program Development Service consists of developing the customer's schedule of rates into a rating program and changing the bill format when requested by the customer. Program Development Service also includes converting message data, transmitted to the Company by the customer or another entity into the Company standard format for processing.

A Program Development Charge, as set forth in 8.1.5(A), applies for the programming hours required for software designing and coding.

A Program Implementation Charge applies for table updating, testing, administration, documenting program changes and other implementation activities.

Changes in the rate levels of customer charges to be billed will normally be implemented within 30 days after receipt of an order from the customer requesting such change. When modification to the rating program is required, a Program Development Charge will also apply. Changes in rate structure will normally be completed within six months of a customer's order.

The complexity of the structural change will determine the exact length of time necessary to fulfill the request. Rate structure changes will be made only when the Company can accommodate such changes.

8. <u>ANCILLARY SERVICES</u> (Cont'd)

8.1 GENERAL (Cont'd)

8.1.3 <u>Description of Ancillary Services</u> (Cont'd)

(A) <u>Billing and Collection Services</u> (Cont'd)

(11) Inquiry Service

Inquiry Service consists of answering end user questions about charges billed for the customer's services, applying credits and adjustments to end user accounts, and reviewing messages removed from end user bills.

When the Company provides Inquiry Service, the Company will be responsible for contacts and arrangements (either written or oral) with the customer's end users concerning the billing, collecting, crediting, adjusting and message investigation of the customer's service charges in accordance with written instructions furnished by the customer and agreed to by the Company. Billed messages removed from an end user's bill will be appropriately adjusted to the customer's accounts receivable as agreed to by both parties.

The Company will not become involved in disputes between a customer and its end users. Consequently, utilizing Company guidelines previously established for the collection process for its own accounts, the Company may remove a disputed customer's charge from an end user's bill and deduct that amount from the customer's accounts receivable. It will be the customer's responsibility to pursue the collection of the disputed amount.

The Company shall have the final authority to make adjustments or deny service for disputed charges on end users' accounts.

Inquiry Service will only be provided in conjunction with the purchase of a customer's receivables. The Company will not be responsible for any customer's balances due from end users prior to the initial order period.

Inquiry Service will only be provided when Message Bill Processing, Online Bill Pay or Fundamental Billing Service is ordered. Inquiry Service will only be provided in the Company's operating territory.

Inquiry Service consists of a bifurcated rate structure, a per-message billed rate and a per adjustment rate.

8. <u>ANCILLARY SERVICES</u> (Cont'd)

8.1 GENERAL (Cont'd)

8.1.3 Description of Ancillary Services (Cont'd)

(B) Operator Services

(1) Operator Services described in this Section will be provided to access customers as an optional feature in conjunction with Feature Group C (FGC) or Feature Group D (FGD) Switched Access Services from designated Operator Services Switching locations in those LATAs where the Company has the capability to provide such services. Operator Services includes Operator Transfer functions that enables a customer to provide operator related services to their end users.

(2) General Description

(a) Operator Transfer Service

Operator Transfer Service is an originating service that provides call transfer of 0- (the digit 0 with no additional digits) interLATA calls to a participating customer as requested by the calling end user. Operator Transfer Service is provided when an end user dials "0" and is routed to the Company's operator and requests completion of an interLATA call. Operator Transfer Service provides for the routing of the call from the Company's Operator Services Switching Location to one customer designated location in the same LATA.

The Company operator will ask the end user to identify the customer to which they desire to be connected. The operator will then transfer the call to the designated customer.

If the end user has no preference, or the identified customer has not subscribed to Operator Transfer Service, the end user will be asked to select from a list of participating customers. The list of participating Operator Transfer Service customers will be updated monthly. The order in which participating customers will appear on the list will be initially determined by use of a random drawing. For each subsequent monthly update following the initial selection, the customer in the first position will be moved to the last position on the list. All other customers will be moved up one position. New Operator Transfer Service customers will be placed at the bottom of the list of participating customers pending the next monthly update.

- 8. <u>ANCILLARY SERVICES</u> (Cont'd)
 - 8.1 GENERAL (Cont'd)
 - 8.1.3 <u>Description of Ancillary Services</u> (Cont'd)
 - (B) Operator Services (Cont'd)
 - (3) <u>Service Provisioning</u>
 - (a) The Company will provide Operator Transfer Service for calls originating from all end offices within the LATA served by a designated Operator Services Switching Location.

A list of end offices served by the Operator Services Switching Location will be provided to the customer upon request.

- (b) Operator Services will be provided over FGC or FGD trunk groups, arranged for either one-way or two-way calling, from the Operator Services Switching Location to one customer designated location in the same LATA.
- (c) Switched Access used in conjunction with Operator Services will be provisioned in accordance with the technical specifications and requirements set forth in Section 4 of this Price List.
- (d) Designated Telephone Company Operator Services Switching Locations are identified in The National Exchange Carrier Association FCC Tariff. The designated locations will be in those LATAs in which the Company is able to provide Operator Services.

8. ANCILLARY SERVICES (Cont'd)

8.1 GENERAL (Cont'd)

8.1.4 Rate Regulations

(A) Billing and Collection Services

- (1) Call Recording Service for MTS/WATS services includes the functions listed in 8.1.3(A)(1). The rate, as set forth in 8.1.5(A), applies per message recorded.
- (2) Message Processing Service for MTS/WATS services includes the functions listed in 8.1.3(A)(2). The rate, as specified in 8.1.5(A), applies per message processed. In those locations where WATS services are metered, or the billing record is summarized by another telephone company, the Message Processing rate, as set forth in 8.1.5(A), will apply per billing record processed. For rating purposes, a billing record is defined as any record that is required to be processed to accomplish billing of a customer's WATS usage.
- (3) Assembly and Editing Service for MTS/WATS services consists of the functions listed in 8.1.3(A)(3). The rate, as specified in 8.1.5(A), applies per message assembled and edited.
- (4) When message detail is transmitted to or received from the customer, another telephone company or billing entity, a Call Record Provision charge will apply. For this purpose, a record is a logical grouping of information as described in the program that processes the information and loads the magnetic tape or data file. The rate, as specified in 8.1.5(A), applies per record transmitted or received. The Company will determine the Call Record Provision charge based on its count of the records transmitted or received.

- 8. ANCILLARY SERVICES (Cont'd)
 - 8.1 GENERAL (Cont'd)
 - 8.1.4 Rate Regulations (Cont'd)
 - (A) <u>Billing and Collection Services</u> (Cont'd)
 - (5) The Message Bill Processing Service charge applies whenever the Company performs the functions listed in 8.1.3(A)(5). The rate for Message Bill Processing Service shall be the rate corresponding to the Message Bill Processing Service rate for such volume of messages, both intrastate and interstate, as set forth in 8.1.5(A) on a calendar year basis. As used in the Price List, the term calendar year shall mean the period from January 1 through December 31 (both dates inclusive) of a given year. The Message Bill Processing Service rate band will be determined by the Company for each customer based on the total number of interstate and intrastate messages per year.

The Company will use the customer provided message capacity to determine the band and its associated rate the first year of the initial minimum period. During the first quarter of the next year, the customer and the Company will determine the actual volume of messages for which the Company performed Message Bill Processing Service. Such actual volumes shall be compared to the Message Bill Processing Service bands as set forth in 8.1.5(A) to determine which band such actual volume of messages fall. If the actual volume is greater than or less than customer provided message capacity, the actual volume will be multiplied by the appropriate band rate and compared to the billed volume to determine either a charge or credit. This charge or credit will be applied to the customer's subsequent bill.

For each year thereafter, the Company and the customer shall utilize the previous year's actual volume of messages and the customer provided message capacity in an effort to determine the appropriate band for the next calendar year. In the first quarter of each year, the procedure described in the previous paragraph will be followed.

The rate, as specified in 8.1.5(A) applies per message processed. The bulk-billed Message Bill Processing Service charge applies per WATS/800/866/877/888 message processed.

- 8. ANCILLARY SERVICES (Cont'd)
 - 8.1 GENERAL (Cont'd)
 - 8.1.4 Rate Regulations (Cont'd)
 - (A) <u>Billing and Collection Services</u> (Cont'd)
 - (6) Bill Rendering Service includes the functions listed in 8.1.3(A)(6). The rate for Bill Rendering shall be the rate corresponding to the Bill Rendering Service rate for such volume of bills, both intrastate and interstate, as set forth in 8.1.5(A) on a calendar year basis. As used in this Price List, the term calendar year shall mean the period from January 1, through December 31 (both dates inclusive) of a given year. The Bill Rendering Service rate band is determined by the Company for each customer based on the total number of bills per year.

The Company will use the customer provided bill capacity to determine the band and its associated rate the first year of the initial minimum period. During the first quarter of the next year, the customer and the Company will determine the actual volume of bills for which the Company performed Bill Rendering Service. Such actual volumes shall be compared to the Bill Rendering Service bands as set forth in 8.1.5(A) to determine which band such actual volume of bills fall. if the actual volume is greater than or less than the customer provided bill capacity, the actual volume will be multiplied by the appropriate band rate and compared to the billed volume to determine either a charge or credit. This charge or credit will be applied to the customer's subsequent bill.

For each year thereafter, the Company and the customer shall utilize the previous year's actual volume of bills and the customer provided bill capacity in an effort to determine the appropriate band for the next calendar year. In the first quarter of each year, the procedures described in the previous paragraph will be followed.

The rate, as specified in 8.1.5(A) applies per bill rendered. A factor, based on actual interstate and intrastate billed-messages, will be used by the Company to apportion the Bill Rendering charge by jurisdiction.

- (7) Message investigation Service consists of the functions listed in 8.1.3(A)(7). The rate, as specified in 8.1.5(A), applies per message investigated by the Company.
- (8) Online Bill Pay consists of the functions listed in 8.1.3(A)(8). The rate, as set forth in 8.1.5(A), applies per message.
- (9) Fundamental Billing Service consists of the functions listed in 8.1.3(A)(9). The rates, as set forth in 8.1.5(A), apply per message per bill.

- 8. <u>ANCILLARY SERVICES</u> (Cont'd)
 - 8.1 GENERAL (Cont'd)
 - 8.1.4 Rate Regulations (Cont'd)
 - (A) <u>Billing and Collection Services</u> (Cont'd)
 - (10) A Record Keeping charge applies for each end user account maintained by the Company for the customer. An end user account is a record that has a name and address and a unique billing identification number assigned by the Telephone Company to which a bill is rendered. The Record Keeping charge, as specified in 8.1.5(A), applies per month for each account and/or line maintained. A factor, based on actual interstate and intrastate-billed messages, will be used to apportion the Record Keeping charge by jurisdiction.
 - (11) An Exchange Carrier Memorandum (EC Memo) charge will be assessed each time the customer requests a manual adjustment to an end user account. The EC Memo charge, as specified in 8.1.5(A), applies per account adjusted per memo. When necessary, a factor (based on actual interstate and intrastate adjusted messages) will be used to apportion the EC Memo charge by jurisdiction.
 - (12) A Service Order Change Charge applies whenever a billing service order is accepted by the Company to update (i.e., add, change or delete) its billing file to implement the requested activity. The Service Order Change Charge, as set forth in 8.1.5(A), applies per order processed.
 - (13) A Centralized Message Dispersion charge will apply when the Company provides a single point for the receipt of customer message data. The Company will receive, edit, sort, disperse and confirm the number of accepted billable messages and the total amount due the customer for services provided to its end users. in addition, the rated and/or unrated message data is dispersed to the appropriate location for further processing and/or billing. The rates, as set forth in 8.1.5(A) will apply per message processed. Call Record Provision charges, as set forth in 8.1.5(A) will apply for the receipt of each billable message and the transmission of each unbillable message. This charge does not apply to Fundamental Billing Service.
 - (14) Inquiry Service includes the functions listed in 8.1.3(A)(11). Inquiry Service consists of a bifurcated rate structure, a per message billed and a per adjustment rate. The inquiry Service per message billed rate applies for each customer message billed by the Company. The per message adjustment rate applies for each occurrence of an adjustment made to an end user bill.

A Percent of Interstate Usage (PIU) factor will be used by the Company to apportion the message adjustment rate by jurisdiction.

8. <u>ANCILLARY SERVICES</u> (Cont'd)

8.1 GENERAL (Cont'd)

8.1.4 Rate Regulations (Cont'd)

(B) Operator Services

- (1) Where the Company has measurement capability for Operator Services per call charges, the Company will bill the actual usage measured on a per call basis. For Operator Transfer Service, FGC and FGD access minutes will also be billed in addition to the per call charge.
- When measurement capability is not available, the customer shall furnish a forecast of the number of calls (call capacity) anticipated for each month of the succeeding year by Operator Services Switching Location at the same time the order is placed. For mixed intrastate and interstate services, the customer's estimate shall include the percent of interstate calls. At a minimum, the customer shall revise this forecast annually. More frequent revisions of the forecast may be submitted, however, no more than once per month.
- (3) Such estimates shall be used as a basis for billing the Operator Services per call charges until such time as the Company has actual measurement capability available. The customer shall maintain records supporting such estimates.
- (4) Operator Transfer Service Rate

The Operator Transfer Service Rate is assessed per 0 call transferred to a customer. A 0- call is considered transferred when the Company Operator activates the transfer function sending the call to the designated customer.

(5) Switched Access Charges

FGC or FGD Switched Access usage charges and Carrier Common Line Charges will also apply per minute of use for Operator Transfer Service.

8.	ANCI	LLARY SE	RVICE	S (Cont'd)	
	8.1	GENER	AL (Cor	nt'd)	
		8.1.5	Rates	s and Charges	<u>Charge</u>
			(A)	Billing and Collection Services	
				Program Development Charge, per hour	\$ 94.00
				Program implementation Charge, per hour	55.00
				Service Order Change Charge, per order	4.00
				MTS/WATS/800/866/877/888 Service Call Recording Service, per message	.0150
				Message Processing Service, per message	.0100
				Assembly and Editing Service, per message	.0075
				Call Record Provision Service Via Magnetic Tape, per message record transmitted or received	.0100
				Via Direct interface, per message record transmitted or received	.0020
				Message Bill Processing Service, per message 0 to 1,182,299 messages	.0762
				1,182,300 to 1,576,499 messages 1,576,500 to 2,364,699 messages 2,364,700 to 3,546,999 messages 3,547,000 to 4,335,000 messages	.0400 .0200 .0170 .0160
				Greater than 4,335,000 messages	.0150
				Bulk-Billed, per message	.0200

8.	ANC	ILLARY SERV	/ICES (Cont'd)		
	8.1	GENERAL	(Cont'd)		
		8.1.5 <u>Rat</u>	es and Charges (Cont'd)	<u>Charge</u>	
		(/	A) <u>Billing and Collection Services</u> (Cont'd)		
			Bill Rendering Service, per bill 0 to 27,900 bills 27,901 to 40,300 bills 40,301 to 173,999 bills 174,000 to 185,999 bills	\$.3500 .3000 .2700 .2500	
			Greater than 186,000 bills	.2300	
			Message Investigation, per message	2.50	
			Online Bill Pay, per message	.0938	
			Fundamental Billing Service, per message Messages per end user account per month		
			1 - 10 messages Over 10 messages	.0310 .0190	
			EC Memo, per account	10.00	
			Record Keeping, per account	.0300	
			Centralized Message Dispersion Charge, per message	.0020	
			Inquiry Service, per message billed per adjustment	.0078 2.00	
		(i	B) Operator Services		
			Operator Transfer Service, per call	.35	

- 8. <u>ANCILLARY SERVICES</u> (Cont'd)
 - 8.1 GENERAL (Cont'd)
 - 8.1.5 Rates and Charges (Cont'd)
 - (C) In accordance with 8.1.2(C)(1)(b), the rates and charges will be developed on an individual case basis and listed below.

(Reserved for Future Use)

(D) In accordance with 8.1.2(C)(2)(c), the rates and charges will be developed on an individual case basis and listed below:

(Reserved for Future Use)

TABLE OF CONTENTS

9.	<u>SPE</u>	CIAL FACI	AL FACILITIES ROUTING OF FIA	
	9.1	Descript	tion of Special Facilities Routine of FIA	1
		9.1.1 9.1.2 9.1.3	DiversityAvoidance	1 1 1
	9.2	Rates a	nd Charges	2
		9.2.1 9.2.2	Diversity	2 2
		9.2.3	Diversity and Avoidance Combined	2

9. SPECIAL FACILITIES ROUTING OF FIA

9.1 Description of Special Facilities Routing of FIA

The FIA provided under this Price List are provided over such routes and facilities as the Company may elect. Special routing is involved where, in order to comply with requirements specified by the customer, the Company provides Switched Access or Special Access, in a manner that includes one or more of the following conditions.

9.1.1 Diversity

Where two or more FIA must be provided over not more than two different physical routes. Diversity is a Basic Service Element (BSE) under the e Company's Open Network Architecture (ONA) Plan.

9.1.2 Avoidance

Where a FIA must be provided on a route which avoids specified geographical locations.

9.1.3 Cable-Only Facilities

Where certain voice grade FIA are provided on cable-only facilities to meet the particular needs of a customer or end user. FIA is provided subject to the availability of cable-only facilities. In the event of FIA failure, restoration will be made through the use of any available facilities as selected by the Company.

Avoidance and Diversity are available on Switched Access as described in Section 4; voiceband and wideband analog Special Access, as described in Section 5. Cable-only facilities are available for Switched Access as in Section 4, and voiceband Special Access as in Section 5.2.1.

In order to identify any special routing requirement, the Company will provide the ordering customer with the required routing information for each specially routed FIA. If requested by the customer, this information will be provided when the FIA is installed and prior to any subsequent change in routing.

The rates and charges for Special Facilities Routing of FIA as set forth in 9.2 following are in addition to all other rates and charges that may be applicable for FIA provided under other sections of this Price List.

9. SPECIAL FACILITIES ROUTING OF FIA (Cont'd)

9.2 Rates and Charges

The rates and charges for Special Facilities Routing of FIA are as follows:

9.2.1 <u>Diversity</u>

For each FIA provided in accordance with 9.1.1 preceding, the rates and charges will be developed on an Individual Case Basis.

9.2.2 Avoidance

For each FIA provided in accordance with 9.1.2 preceding, the rates and charges will be developed on an Individual Case Basis.

9.2.3 Diversity and Avoidance Combined

For each FIA provided in accordance with 9.1.1 and 9.1.2 preceding, combined, the rates and charges will be developed on an Individual Case Basis.

9.2.4 <u>Cable-Only Facilities</u>

For each FIA provided in accordance with 9.1.3 preceding, the rates and charges will be developed on an Individual Case Basis.

TABLE OF CONTENTS

10.	SPECI.	AL CONSTI	<u>RUCTION</u>	Sheet No
	10.1	<u>General</u> .		1
		10.1.1	Conditions Requiring Special Construction	
		10.1.2	Ownership of Facilities	1
		10.1.3	Interval to Provide FIA	
		10.1.4	Special Construction Involving Interstate and Intrastate FIA	1
	10.2	Liabilities	s, Charges and Payments	2
		10.2.1	General	2
		10.2.2	Payment of Charges	
		10.2.3	Start/End of Billing	2
		10.2.4	Partial Payments	2
		10.2.5	Development of Liabilities and Charges	
		10.2.6	Types of Contingent Liability	
		10.2.7	Types of Charges	
		10.2.8	Application of Charges	14
	10.3	<u>Deferral</u>	of the In-Service of FIA	15
		10.3.1	General	15
		10.3.2	Construction Has Not Started	
		10.3.3	Construction Has Started But is Not Complete	
		10 3 4	Construction Complete	15

10. SPECIAL CONSTRUCTION

10.1 General

This section contains the regulations applicable for Special Construction of Company facilities that are used to provide FIA offered under this Price List.

When Special Construction of FIA is required, the provisions of this section apply in addition to regulations, rates and charges set forth in other sections of this Price List.

10.1.1 Conditions Requiring Special Construction

Special Construction is required when facilities are not available to meet a customer's ASR and one or more of the following conditions exist:

- The Company has no other requirement for the facilities constructed at the customer's request;
- The customer requests that FIA be furnished using a type of facility, or via a route, other than that which the Company would otherwise utilize in furnishing the requested FIA;
- The customer requests the construction of more facilities than is required to satisfy its ASR;
- The customer requests construction be expedited resulting in added cost to the Company;
- The customer requests that temporary facilities be constructed until permanent facilities are available.
- The customer requests construction of permanent facilities to be used for temporary Video broadcast service.

10.1.2 Ownership of Facilities

The Company retains ownership of all specially constructed facilities, except for those facilities constructed by connecting companies or carriers, even though the customer may be required to pay Special Construction charges.

10.1.3 Interval to Provide FIA

Based on available information and the type of FIA ordered, the Company will establish a scheduled date for the installation of necessary facilities. The date will be established on an Individual Case Basis and provided to the customer. The Company will make every reasonable effort to assure that the date is met. However, circumstances beyond the Company's control (e.g., backorder of components) may force a reschedule, and a new completion date will be established with the customer when appropriate.

10.1.4 Special Construction Involving Interstate and Intrastate FIA

When Special Construction involves facilities used to provide both interstate and intrastate FIA, charges for the portion of the construction used to provide intrastate FIA shall be in accordance with this Price List. Charges for the portion of the construction used to provide interstate FIA shall be in accordance with the appropriate Company tariff providing Facilities for Interstate Access.

10. SPECIAL CONSTRUCTION (Cont'd)

10.2 <u>Liabilities, Charges and Payments</u>

10.2.1 General

This section describes the various charges and liabilities that apply when the Company provides Special Construction of FIA, as outlined in 10.1.1 preceding, in accordance with a customer's specific request. Once the customer is notified of all charges and liabilities, the customer must provide the Company with written approval prior to the start of construction. if more than one condition requiring Special Construction is involved, charges for each condition apply (see Conditions Requiring Special Construction, 10.1.1 preceding).

10.2.2 Payment of Charges

Payment is due upon presentation of a bill for the specially constructed facilities.

10.2.3 Start/End of Billing

Billing of recurring charges for specially constructed FiA starts on the day after the FIA are provided. Billing accrues through and includes the day that the specially constructed FIA are discontinued. Monthly charges will be billed one month in advance.

10.2.4 Partial Payments

The Company will require a customer which has a proven history of late payments to the Company, or does not have established credit, to make a partial payment for the portion of the estimated cost of the Special Construction for which the customer is subject to a nonrecurring charge. Partial payments will be requested as costs are incurred and will be credited to the customer's account. Partial payments will not exceed the total nonrecurring charge to the customer for the Special Construction.

10.2.5 <u>Development of Liabilities and Charges</u>

The customer has the option of accepting the liabilities and charges based on estimated or actual costs. Estimated costs will be used unless the customer notifies the Company of the selection of the actual cost option in writing prior to the start of Special Construction.

Under the estimated cost option, Special Construction liabilities and charges are developed based on estimated costs.

Under the actual cost option, if all actual costs are not available prior to the in-service date of the FIA, estimated Special Construction charges will be applied. As soon as the actual costs are subsequently determined, the estimated charges will be adjusted to reflect the actual costs.

10. SPECIAL CONSTRUCTION (Cont'd)

10.2 Liabilities, Charges and Payments (Cont'd)

10.2.6 Types of Contingent Liability

Depending on the specifics associated with each individual case the following Maximum Termination Liability may be applicable for Special Construction.

(A) Maximum Termination Liability

A MTL has two components, an amount and a specified period of time.

The amount is equal to all nonrecoverable costs less the net salvage value (e.g., depreciation, return, income tax associated with the specially constructed facilities). The amount will be amortized over the average account life of the specially constructed facilities. The standard liability period is the average account life of the Specially Constructed facilities expressed in years.

At the customer's option, an optional liability period shorter than the average account life may be established. If the customer chooses an optional liability period, the MTL amortization schedule will not change. The remaining MTL amount for the period between the expiration of the optional liability period and the expiration of the amortization schedule will be due as a lump sum payment (LS) at the time the optional liability period expires unless the case of Special Construction is extended.

Prior to the expiration of an optional liability period, the customer has the option to (A) extend the use of the specially constructed FIA establishing a new liability period, or (B) terminate the case of Special Construction and pay the lump sum payment.

The Company will notify the customer six months in advance of the expiration date of the optional liability period. The customer must provide the Company with written notification of its intentions to be received one month prior to expiration of the optional liability period. Failure to do so, and payment of the next month's charges, will result in extension of the case of the Special Construction and the establishment of a new liability period equal to the remaining amortization period. A Case Preparation Charge will always apply if the Special Construction case is extended.

10. SPECIAL CONSTRUCTION (Cont'd)

10.2 <u>Liabilities, Charges and Payments</u> (Cont'd)

10.2.7 Types of Charges

Two categories of charges may be applicable for Special Construction. These charges are nonrecurring charges and recurring charges. These categories are described below.

(A) Nonrecurring Charges

One or more of the following nonrecurring charges may apply for each case of Special Construction: case preparation, termination, cancellation, expediting the construction, or optional payment charges.

(1) Case Preparation Charge

The charge for case preparation includes the administrative expense associated with preparing the charges.

(2) <u>Termination Charge</u>

A Termination Charge applies when, at the customer's request, FIA provided on specially constructed facilities which have a Maximum Termination Liability are discontinued prior to the expiration of the liability period.

The charge reflects the unamortized portion of the nonrecoverable cost at the time of termination of the specially constructed FIA adjusted for tax effects, for net salvage and for possible reuse. Administrative costs associated with the specific case of Special Construction and any cost for restoring a location to its original condition are also included. Termination Charges will never exceed the MTL.

(3) Cancellation Charge

If the customer cancels an ASR with which Special Construction is associated prior to the in-service date of the FIA, a Cancellation Charge will apply. The charge will include all nonrecoverable costs less the net salvage value incurred by the Company up to and including the time of cancellation.

(4) Expediting Charge

An Expediting Charge applies when a customer requests that Special Construction be completed on an expedited basis. The charge is equal to the difference in the estimated cost of construction on an expedited basis and construction without expediting.

10. SPECIAL CONSTRUCTION (Cont'd)

10.2 <u>Liabilities, Charges and Payments</u> (Cont'd)

10.2.7 Types of Charges (Cont'd)

(A) Nonrecurring Charges (Cont'd)

(5) Optional Payment Charge

The customer may elect to pay an Optional Payment Charge when it requests Special Construction of facilities utilizing (1) a type of facilities or (2) a route other than that which the Company would otherwise utilize in furnishing the requested service. Payment of this charge will result in a lower recurring charge for the Special Construction. This election must be made in writing, before Special Construction starts.

If this election is coupled with the actual cost option, the Optional Payment Charge will reflect the actual cost of the specially constructed facilities.

(a) <u>Development of Optional Payment Charge</u>

This charge is equal to the excess installed cost or the total nonrecoverable cost, whichever is less (based on estimated or actual costs as elected by the customer).

Example 1:

Total Installed Cost	\$ 30,000
Nonrecoverable	20,000
Normal Installed Cost	17,000
Total Installed Cost	30,000
Minus Normal Installed Cost	17,000
Equals Excess Installed Cost	13,000
Optional Payment Charge	13,000
Nonrecoverable Cost	20,000
Minus Optional Payment Charge	13,000
Equals Investment for MTL Computation	7,000
Remaining Recoverable Excess Installed Cost	0

Since the total installed cost is \$30,000 and the normal installed cost would have been \$17,000, the nonrecurring charge (optional payment) is limited to the difference (i.e., \$13,000). A Maximum Termination Liability would then be established to protect the remaining nonrecoverable cost of \$7,000 which is the difference between the total nonrecoverable cost (\$20,000) and the nonrecurring charge (\$13,000). The remaining excess installed cost in this example is zero. In addition, a recurring charge will be developed as set forth in 10.2.7(B).

10.	SPECIAL CONSTRUCTION ((Cont'd))
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10.2 <u>Liabilities, Charges and Payments</u> (Cont'd)

10.2.7 Types of Charges (Cont'd)

- (A) Nonrecurring Charges (Cont'd)
 - (5) Optional Payment Charge (Cont'd)
 - (a) <u>Development of Optional Payment Charge</u> (Cont'd)

Example 2:

Total Installed Cost	\$ 30,000
Nonrecoverable	10,000
Normal Installed Cost	17,000
Total Installed Cost	30,000
Minus Normal Installed Cost	17,000
Equals Excess Installed Cost	13,000
Optional Payment Charge	10,000
Nonrecoverable Cost	10,000
Minus Optional Payment Charge	10,000
Equals Investment for MTL Computation	0
Remaining Recoverable Excess Installed Cost	3,000

The Optional Payment Charge is limited to the nonrecoverable cost. In this example the Optional Payment Charge equals the nonrecoverable cost. Therefore, there is no Maximum Termination Liability. In addition, a recurring charge will be developed as set forth in 10.2.7(B).

10. SPECIAL CONSTRUCTION (Cont'd)

10.2 <u>Liabilities, Charges and Payments</u> (Cont'd)

10.2.7 Types of Charges (Cont'd)

(A) Nonrecurring Charges (Cont'd)

(5) Optional Payment Charge (Cont'd)

(b) Replacement Charge

If any portion of the specially constructed FIA, for which an Optional Payment Charge has been paid, requires replacement involving capital investment, a charge for replacement will apply. This charge will be in the same ratio as the initial Optional Payment Charge was to the installed cost of the specially constructed FIA. The customer will be notified in writing that the replacement is required. Replacement will not be made without the customer's ASR. If any portion of the FIA subject to the replacement charge fails,the FIA will not be restored until the customer orders the replacement.

Example:

Original Total Installed Cost	\$30,000
Original Optional Payment Charge	15,000
Subsequent Cost of Replacement	2,000

Original Optional Payment Charge x Replacement Cost Total Installed Cost

\$15,000 x \$2,000 = 1,000 \$30,000

Replacement Charge 1,000

(B) Recurring Charges

These charges apply on a monthly or annual basis for specially constructed FIA. There are three conditions for which recurring charges apply:

- When a customer requests the construction of more facilities than are necessary to provide the FIA currently ordered.
- When a customer requests a facility route or type other than that which the Company would utilize to provide FIA.

When a customer's request results in the Company leasing transmission or other equipment from private vendors to provide a FIA (Lease Charge).

10. SPECIAL CONSTRUCTION (Cont'd)

10.2 <u>Liabilities, Charges and Payments</u> (Cont'd)

10.2.7 Types of Charges (Cont'd)

(B) Recurring Charges (Cont'd)

(1) Excess Capacity Charge

An Excess Capacity Charge applies when the customer requests more facilities be constructed than are required to satisfy the customer's ASR. The charge is based on the estimated cost difference between the facilities constructed at the customer's request and the facilities actually required to meet the customer's ASR.

Example:

A customer has an immediate FIA requirement which would require a 100 pair cable but requests the installation of a 300 pair cable to allow for growth.

Total Installed Cost (300 Pair)	\$ 2,500.00
Estimated Annual Cost	920.00
Estimated Installed Cost (100 Pair)	1,000.00
Estimated Annual Cost	368.00

Excess Recurring Charge:

Annually \$920.00 - \$368.00 = 552.00 Monthly \$552.00/12 = 46.00

This charge applies until such time as the customer orders sufficient FIA to necessitate use of a larger size cable (e.g., 200 pair cable). At that time the recurring charge is adjusted as indicated in the following example:

10. SPECIAL CONSTRUCTION (Cont'd)

10.2 <u>Liabilities, Charges and Payments</u> (Cont'd)

10.2.7 Types of Charges (Cont'd)

(B) Recurring Charges (Cont'd)

(1) Excess Capacity Charge (Cont'd)

Example:

Total Installed Cost (300 Pair)	\$ 2,500.00
Estimated Annual Cost	920.00
Estimated Installed Cost (200 Pair)	1,900.00
Estimated Annual Cost	683.00

Excess Recurring Charge:

Annually \$920.00 - \$683.00 = 237.00 Monthly \$237.00/12 = 19.75

The charge is revised in this manner until the number of FIA being provided would require a 300 pair cable, at which time the Excess Capacity Charge is no longer applied. The charge would be reapplied if the number of FIA declined to a level that would not require a 300 pair cable.

Such charges will continue to apply to all facilities held in abeyance until the period of termination liability expires. If facilities are still held in abeyance after the termination liability expires, a new schedule of rates will be calculated and such rates will apply as long as facilities are held in abeyance for the customer.

- 10. SPECIAL CONSTRUCTION (Cont'd)
 - 10.2 Liabilities, Charges and Payments (Cont'd)
 - 10.2.7 Types of Charges (Cont'd)
 - (B) Recurring Charges (Cont'd)
 - (2) Charge for Route or Type Other Than Normal

When the customer requests Special Construction using a route or type of FIA other than that which the Company would normally use, a recurring charge is applicable. The charge is the difference between the estimated recurring costs of the specially constructed FIA and the estimated recurring costs of the FIA the Company would normally use. The charge will be no greater than the recurring costs of the specially constructed FIA.

(a) If the customer elects to pay an Optional Payment Charge, the portion of the recurring charge for the excess investment covered by the optional payment excludes capital cost items (depreciation, return on investment and Federal income tax on that return). The remaining recurring expense cost items associated with the optional payment (maintenance, administration, and other taxes) are increased by a ten percent management fee and will be included in the recurring charge.

The portion of any recurring charge associated with any remaining Special Construction investment will include both capital and expense costs. The ten percent management fee is not applied to this portion of the recurring charge.

10. SPECIAL CONSTRUCTION		INTRASTATE ACC		
-	and Payments (Cont'd)			
10.2.7 <u>Types of C</u>	Charges (Cont'd)			
(B) <u>Re</u>	ecurring Charges (Cont'd)			
(2) Charge for Route of	r Type Other Than Normal (Cont'd)	
	(a) Developmen 1 and 2 in 10.2.7(A)	nt of recurring monthly char (5)(a)	ge for optional pay	ments utilizing examples
	SPECI	AL ROUTE OR TYPE OF	FIA	<u>NORMAL</u>
	Α	В	С	D
	Optional Payment Nonrecurring Charge For Special Const. FIA \$13,000	Specially Constructed FIA Less Nonrecurring Charges \$17,000	Existing <u>Facilities</u>	Normal Route/Type <u>Facilities</u> \$17,000
 Depreciation Federal Income Tax and Reture Maintenance Administration Other Taxes Sub Total 10%x Line 6 Totals 	- urn - 1,131 455 286 1,872 187 (A) \$ 2,059	1,122 2,142 1,479 595 37 - - (B) \$ 5,712	- - (C)	408 2,346 799 595 374 - - (D) \$ 4,522
A + B = \$7,771 A + B + C = 7,771 (A + B + C) - D = 3,249				
Excess Recurring Charge ^{9:}	\$3,249.00 Annually \$ 270.75 Monthly			

 $^{^{9}}$ The lowest of (A+B+C)-D, or (A+B)

10.	. SPECIAL CONSTRUCT		CINTRASTATE ACC	<u> </u>	
		es and Payments (Cont'd)			
	10.2 <u>Liabilities, Charg</u>	es and Payments (Contd)			
	10.2.7 <u>Types</u>	of Charges (Cont'd)			
	(B)	Recurring Charges (Cont'o	d)		
		(2) Charge for Route	or Type Other Than Normal (Cont'd)	
		(a) Developme 1 and 2 in 10.2.7(A	ent of recurring monthly charg A)(5)(a)	ge for optional pay	ments utilizing examples
		SPECIA	AL ROUTE OR TYPE OF F	IA	<u>NORMAL</u>
		А	В	С	D
		Optional Payment Nonrecurring Charge For Special Const. FIA \$10,000	Specially Constructed FIA Less Nonrecurring Charges \$20,000	Existing <u>Facilities</u>	Normal Route/Type <u>Facilities</u> \$17,000
1. 2. 3. 4. 5. 6. 7.	Depreciation Federal Income Tax and R Maintenance Administration Other Taxes Sub Total 10%x Line 6 Totals	return - 870 350 220 1,440 144 (A) \$ 1,584	1,320 2,520 1,740 700 440 - - (B) \$ 6,720	- - (C)	408 2,346 799 595 374 - - (D) \$ 4,522
	A + B = \$8,304 A + B + C = 8,304 (A + B + C) - D = 3,782				
	Excess Recurring Charge	\$3,782.00 Annually \$ 315.17 Monthly			

 $^{^{10}}$ The lowest of (A+B+C)-D, or (A+B)

- 10. SPECIAL CONSTRUCTION (Cont'd)
 - 10.2 Liabilities, Charges and Payments (Cont'd)
 - 10.2.7 Types of Charges (Cont'd)
 - (B) Recurring Charges (Cont'd)
 - (2) Charge for Route or Type Other Than Normal (Cont'd)
 - (b) If the customer has elected the actual cost option, the recurring charge will be adjusted to reflect the actual cost of the new construction when the cost is determined. This adjusted recurring charge is applicable from the start of FIA.
 - (3) Lease Charge

A Lease Charge applies when the Company leases equipment (e.g., portable microwave equipment) in order to provide FIA to meet the customer's requirements. The amount of the charge is the net added cost to the Company caused by the lease.

10. SPECIAL CONSTRUCTION (Cont'd)

10.2 <u>Liabilities, Charges and Payments</u> (Cont'd)

10.2.8 Application of Charges

The charges for Special Construction are those charges that are in effect for the period that the Special Construction is furnished. If the charges for a period covered by a bill change after the bill has been rendered, the bill will be adjusted to reflect the new charges. Charges are based on Special Construction of (A) permanent FIA or (B) temporary FIA.

(A) Special Construction of Permanent FIA

(1) Special Construction When Not Available and There is No Other Requirement for Them

When permanent FIA are not available and the Company constructs them and there is no other Company need for the specially constructed FIA, a nonrecurring charge, and a Maximum Termination Liability may be applicable.

(2) <u>Special Construction Using a Route or Type of FIA Other Than Normal</u>

When the specially constructed FIA involve a route or type of FIA other than that which the Company would ordinarily use, charges are based on the difference between the estimated costs of the specially constructed FIA and those the Company would ordinarily use. A nonrecurring charge, a recurring charge, and a Maximum Termination Liability may be applicable.

(3) Special Construction of a Greater Quantity of FIA Than Necessary to Satisfy the Customer's Order for Service

When the Company constructs more FIA than is required to satisfy the customer's ASR, additional charges will apply. These charges may include a nonrecurring charge, a recurring charge, and a Maximum Termination Liability.

(4) Special Construction Expedited at Greater Cost Than Would Otherwise be Incurred

When construction is expedited resulting in added costs, a nonrecurring Expediting Charge applies.

(B) Special Construction of Temporary FIA Order

When permanent FIA are not available and temporary FIA are constructed pending the construction of permanent FIA, a nonrecurring charge, and a Maximum Termination Liability may be applicable.

10. SPECIAL CONSTRUCTION (Cont'd)

10.3 <u>Deferral of the In-Service of FIA</u>

10.3.1 General

The customer may request the Company to defer the in-service of FIA on specially constructed FIA subject to the provisions as set forth in 3.2.2(B) preceding. If the deferral is not in compliance with the provisions as set forth in 3.2.2(B), the Special Construction case is considered to be cancelled and cancellation charges apply. Requests for deferral must be in writing and are subject to the following regulations.

10.3.2 Construction Has Not Started

If the Company has not incurred any costs (e.g., engineering and/or installation) before receiving the customer's request for deferral, no charge applies other than the Case Preparation Charge. However, the original quotation is subject to Company review at the time of reinstatement to determine if the original charges are still valid. Any change in liabilities and charges requires the concurrence of the customer in writing. Additional Case Preparation Charges will also apply.

10.3.3 Construction Has Started But Is Not Complete

If the construction of FIA has started, but has not been completed, before the Company receives the customer's request for deferral, charges apply. The charges vary depending on whether all or some of the FIA ordered are deferred.

(A) All FIA Are Deferred

When all FIA involving Special Construction are deferred, a charge equal to the costs incurred during each month of the deferral applies. Those costs include the recurring costs for that portion of the FIA already completed and any other costs associated with the deferral. The Case Preparation Charge also applies.

(B) Some But Not All FIA Are Deferred

When some, but not all, FIA utilizing the specially constructed FIA are deferred, the Special Construction case will be completed. Maximum Termination Liability will apply in addition to Case Preparation Charges and any recurring charges associated with the Special Construction.

10.3.4 Construction Complete

If the construction of FIA has been completed before the Company receives the customer's request for deferral, the Case Preparation Charge as originally determined, will apply and any recurring charges associated with the Special Construction. The Maximum Termination Liability Period will begin when the customer accepts the service.

TABLE OF CONTENTS

11.	CARRIER COMMON LINE ACCESS SERVICE			Sheet No
	11.1	General Description		
	11.2	Limitations1		
	11.3	Rate Regulations		1
		11.3.1 11.3.2 11.3.3 11.3.4	Charges Jurisdictional Determination Carrier Common Line Access Service Associated with Resale of MTS and MTS-type Service Measuring Access Minutes	2
	11.4	Rates and Charges		3
12.	EXCE	EXCEPTIONS TO FIA OFFERINGS		

11. CARRIER COMMON LINE ACCESS SERVICE

11.1 <u>General Description</u>

Carrier Common Line Access Service provides for the use of Company Common lines by customers furnishing Intrastate Communications and obtaining Switched Access under Section 4 of this Price List.

11.2 Limitations

- (A) A telephone number is not provided with Carrier Common Line Access Service.
- (B) Detail billing is not provided with Carrier Common Line Access Service.
- (C) Directory listings are not included in the rates and charges for Carrier Common Line Access Service.
- (D) Intercept arrangements are not included in the rates and charges for Carrier Common Line Access Service.

11.3 Rate Regulations

The regulations as set forth in 2.4.1 preceding apply to Carrier Common Line Access Service for payment of rates, charges, and deposits.

11.3.1 Charges

The Carrier Common Line Access charge is usage rated.

(A) The usage rate applies to all feature groups and is assessed on access minutes (measured or assumed) that originate or terminate over common lines.

11.3.2 <u>Jurisdictional Determination</u>

When mixed interstate and intrastate Switched Access is provided by the Company, intrastate Carrier Common Line Access applies to that portion of Switched Access allocated to intrastate. The methodology for apportioning Switched Access between intrastate and interstate is specified in Section 4.

11. CARRIER COMMON LINE ACCESS SERVICE (Cont'd)

11.3 Rate Regulations (Cont'd)

11.3.3 Carrier Common Line Access Service Associated with Resale of MTS and MTS-type Service

When the customer plans to use Switched Access to collect the traffic of end users and to use resold MTS and MTS-type services to complete those calls or when the customer plans to use MTS or MTS-type services to collect traffic and to use Switched Access to complete those calls, and a Carrier Common Line Access charge is already assessed to the resold service, the customer may be eligible for rate adjustments for Carrier Common Line Access charges associated with Switched Access Service. In order for the rate regulations to apply as set forth in (B) following, the Switched Access and resold services must be provided in the same state, in the same exchange, and by the same telephone company. Rate adjustments will be made for inward resold services only if the final destination of a call is in the same exchange where the resold services terminates. Rate adjustments will be made for outward resold services only if a call originates in the same exchange where the resold services originate.

- (A) The customer shall notify the Company in writing that Switched Access is to be used in association with the resale of MTS or MTS-type services. With its notification, the customer shall furnish all information necessary to determine the appropriate Switched Access and Carrier Common Line Access charges. For those exchanges that extend into more than one state, the customer shall report the resold service information by state within the exchange area. This information may include the number of MTS and MTS-type service lines being resold and the resold usage per line; or the number of service groups of MTS and MTS-type service lines being resold, the number of lines in each service group and the total usage per service group; and the number of MTS and MTS-type service line to be associated with each Switched Access feature group arrangement.
- (B) Customers using Switched Access in conjunction with resale of MTS and MTS-type services may be eligible for rate adjustments. Resellers of MTS/MTS-type services will receive credit for Carrier Common Line Access charges as set forth in (D) following.

Credits for resold usage shall not exceed the total Carrier Common Line Access charges rendered in a given billing period.

Once the Carrier Common Line minutes have been adjusted as set forth in (D) following, the remaining usage will be billed at the applicable rates as set forth in 11.4 following.

11. <u>CARRIER COMMON LINE ACCESS SERVICE</u> (Cont'd)

11.3 Rate Regulations (Cont'd)

- 11.3.3 Carrier Common Line Access Service Associated with Resale of MTS and MTS-type Service (Cont'd)
 - (C) For the initial month, the data that the customer reports, as set forth in (A) preceding, will be used by the Company to determine the rates and charges as set forth in (D) following. For each subsequent month, the customer must update the report for the preceding monthly period unless the Company notifies the customer that it has sufficient information to substantiate the rate treatment. The monthly period used to determine the MTS and MTS-type service usage shall be the most recent monthly period for which the customer has received a bill for those services. Where the customer fails to deliver the required documentation within 30 days of the date of the Carrier Common Line Access billing, no credit will apply.
 - (D) When the customer reports the resale of MTS/MTS-type service in conjunction with Switched Access service as set forth in (B) preceding, and the Company verifies that the reports are accurate, Carrier Common Lane Access charges will be rated as follows:
 - (1) For outward MTS/MTS-type service and for inward message-type service, i.e., collect, third-party and credit card calls, resold in conjunction with Switched Access service, a credit will be given on a minute for minute basis toward the originating or terminating Carrier Common Line Access charge for the associated Switched Access Service.

11.3.4 <u>Measuring Access Minutes</u>

Access Minutes will be measured in accordance with provisions specified in Section 4.

11.4 Rates and Charges

The rates for Carrier Common Line Access Service are:

Rate per
<u>Access Minute</u>
<u>Originating Non-8YY</u> <u>Terminating</u>

(A) Usage Rate, per minute
Originating and terminating

\$.03070110

\$0.0

12. EXCEPTIONS TO FIA OFFERINGS

The FIA/Services offered under the provisions of this Price List are subject to availability as set forth in 2.1.4, 2.1.2(A)(1) preceding. Additional exceptions, as prescribed by the Company, may apply.

13.	COIN S	<u>ERVICES</u>	Sheet No.
	13.1	General	1
	13.2	Service Description	1
	13.3	Service Provisioning	1
	13.4	Collection and Remittance of Coin Station Monies	2
	13.5	Provision of Message Call Detail Concerning Coin Station Monies	2
	13.6	Payment of Coin Sent - Paid Monies	2
		13.6.1 Bill Period Coin Revenue 13.6.2 Total Customer Coin Revenue 13.6.3 Recourse Adjustments 13.6.4 Payment of Net Customer Coin Revenue 13.6.5 Audit Provisions	2 3 3

13. COIN SERVICES

13.1 General

This section contains the rules and regulations pertaining to the provision of 1+ Coin Presubscription Service for the handling of 1+ interLATA sent-paid traffic from the Company's pay telephones.

13.2 Service Description

1+ Coin Presubscription Service provides the routing of 1+ interLATA sent-paid calls from Company pay telephones to the presubscribed 0+ Interexchange Carrier (customer) directly, to its designated secondary service provider, or to the default carrier, provided said carrier continues to accept such default traffic. The default carrier option will expire when the default carrier ceases to accept such traffic or when the presubscribed 0+ provider can handle such calls or route them to secondary service providers, whichever comes first. The customer has the following options:

- (1) to receive both 0+ and 1+ interLATA calls originated from Company pay telephones; or,
- to receive the 0+ interLATA calls and select one secondary service provider per LATA to receive the 1+ interLATA sent-paid traffic; or,
- to receive the 0+ interLATA calls and continue to default the 1+ interLATA sent-paid calls until the presubscribed 0+ provider is ready to handle (to receive both 0+ and 1+ interLATA calls or to receive 0+ interlATA calls and select a secondary service provider per LATA for 1+ interlATA calls) such calls.

The customer is solely responsible for all 0+ and 1+ interLATA sentpaid calls originating from the Company pay telephone when it handles 1+ interLATA sent-paid traffic or selects a secondary service provider to handle the 1+ interLATA sent-paid calls.

The Company must receive written authorization from the customer prior to routing 1+ interLATA sent-paid calls to the selected secondary service provider. If the customer selects a secondary service provider to handle 1+ interLATA sent-paid traffic, any arrangements will be solely between the customer and its selected secondary service provider.

13.3 <u>Service Provisioning</u>

The Company will provide 1+ interLATA sent-paid access from equal access end offices to the CDL via direct routed trunks from the end office or via its access tandem.

The Company will provide, where available, either of two types of call setup signaling from its pay telephones, Tandem Access InterLATA Sent-Paid (TAISP) and Exchange Access Operator Services System (EAOSS) signaling from the access tandem to the CDL. If the equal access end office is equipped with either TAISP or EAOSS functionality, TAISP or EAOSS signaling can be provided via direct trunking from the end office or the access tandem to the CDL at the customer's option. If the equal access end office is equipped with only Modified Operator Service Signaling (MOSS) functionality, only MOSS will be provided for direct trunking from the end office to the CDL.

Coin control signaling will be either Expanded In-band or Multi-wink as determined by the Company. In some areas, both types are present and for these locations it will be necessary for the customer to utilize separate trunk groups for the two types.

13. COIN SERVICES - Continued

13.4 <u>Collection and Remittance of Coin Station Monies</u>

When the customer is provided Operator Assistance-Coin or Combined Coin and Noncoin or Operator Assistance-Full Feature Arrangements for sent-paid pay telephone access as set forth in Section 4, the Company will collect sent-paid monies from pay telephone stations and will remit monies to the customer as set forth in 13.6.4. Upon request from the customer, the Company will provide message call detail format and bill periods used to determine the monies.

13.5 Provision of Message Call Detail Concerning Coin Station Monies

Where Operator Assistance-Coin or Combined Coin and Noncoin or Operator Assistance-Full Feature Arrangements for sent-paid pay telephone access is provided to the customer and the customer wishes to receive the monies it is due for the monies collected by the Company from coin pay telephone stations, the customer shall furnish to the Company, at a location specified by the Company, the customer message call detail for the customer sent-paid (coin) pay telephone calls according to the Company collection schedule. The customer message call detail furnished shall be in a standard format established by the Telephone Company. The Company will provide the precise details of the required standard format to the customer. If, in the course of Company business, it is necessary to change the standard format, the Company will provide notification to the involved customer six months prior to the change.

If no customer message call detail is received from the customer for each bill period established by the Company, the Company will assume there were no customer sent-paid (coin) pay telephone calls for the period. In addition the customer shall furnish a schedule of its charges for sent-paid (coin) calls to the Company at a location and date as specified by the Company. A change in the customer's schedule of charges shall be furnished to the Company one day after the charges become effective.

13.6 Payment of Coin Sent-Paid Monies

The Company will collect the monies from coin pay telephone stations and will determine the remit amounts due to a customer for sent-paid pay telephone access, as set forth in Section 4., as follows:

13.6.1 Bill Period Coin Revenue

The Company will establish a collection schedule for each coin pay telephone station and will collect the monies from the coin pay stations based on this collection schedule. The monies collected based on this schedule during each bill period established by the Company will be identified by coin pay telephone station and summed to develop the Bill Period Coin Revenue for each coin record day (i.e., the day a record is prepared and dated to show the amount due the customer).

13.6.2 <u>Total Customer Coin Revenue</u>

The intrastate Total Customer Coin Revenue will be determined by the Company based on the customer message call detail received from the customer for each bill period and the customer's schedule of charges for sent-paid coin calls. Such Total Customer Coin Revenue will be developed each coin record day.

13. COIN SERVICES - Continued

13.6.3 Recourse Adjustments

For each coin record day, the Company will subtract from the Total Customer Coin Revenue an amount for coin station shortages. Coin station shortages are amounts resulting from unauthorized calling at coin pay telephone stations, use of unauthorized coins (i.e., foreign coins, slugs and improper use of U. S. pennies), unauthorized removal of coins from coin pay telephone stations and coin refunds beyond the Company's control. Such amount will be rounded to the nearest penny. The shortage factor will be determined by dividing the yearly total coin shortage amount by the yearly total coin revenue amount (i.e., total coin revenue equals the coin revenue due under the exchange Price List, state toll Price List and interstate toll tariffs). The total coin shortage amount and the total revenue amount will be determined by the Company through an annual special study.

13.6.4 Payment of Net Customer Coin Revenue

The Company will determine the Net Customer Coin Revenue for each coin record day by subtracting from the Total Customer Coin Revenue determined, as set forth in 13.6.2, the amount for coin station shortages, determined in 13.6.3. On the payment date, which is determined by adding 45 days to the coin record date, the Company will remit payment to the customer for the Net Customer Coin Revenue.

13.6.5 Audit Provisions

Upon reasonable written notice by the customer to the Company, the customer shall have the right through its authorized representative to examine and audit all such records and accounts as recognized under accounting practices as containing information bearing upon the determination of the amount payable to the customer. This examination shall occur during normal business hours and at reasonable intervals as determined by the Company. Adjustments shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither the right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such right appears in a letter signed by the authorized representative of the party having such right and delivered to the other party.

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose.

14.	<u>ADV</u>	NCED (COMN	MUNICATIONS NETWORKS	Sheet No
	14.1	<u>Frame</u>	Relay	/ Service ¹¹	
		14.1.1	Se	rvice Description	1
		14.1.2	De	finitions	2
		14.1.3	Se	rvice Provisioning	4
		14.1.4	Ob	ligations of the Company	5
		14.1.5	Ob	ligations of the Customer	6
		14.1.6	Ra	te Regulations	
			(A) (B) (C) (D)	Minimum Period	7 8
		14.1.7	Ra	tes and Charges	
			(A) (B) (C)	Frame Relay with Port and Access Line	

¹¹ Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. See 14.1.1 for provisions applicable to existing customers.

14.	<u>ADVA</u>	NCED CO	OMMUNICATIONS NETWORKS S		
	14.2	Frame R	Relay Service		
		14.2.1	Service Description	15	
		14.2.2	Definitions	16	
		14.2.3	Service Components	. 17	
		14.2.4	Technical Specifications	19	
		14.2.5	Service Provisioning	20	
		14.2.6	Special Conditions	21	
		14.2.7	Obligations of the Customer	21	
		14.2.8	Obligations of the Company	23	
		14.2.9	Special Facilities Routing	24	
		14.2.10	Acceptance Testing	24	
		14.2.11	Application of Rates and Charges (A) Rate Elements	27 27 27	
		14.2.12	Rates and Charges (A) User to Network Interface (UNI) Port and Access Line (B) Port Only (1) UNI Port Only	32	
			(2) Private NNI Port Only	. 35	
			(D) PVC CIR, Optional Features (1) Frame Relay to ATM Service Internetworking	. 36	
			(E) Subsequent PVC CIR Charge	. 37	

14. <u>AC</u>	OVANCED CO	OMMUNICATIONS NETWORKS	Sheet No.
14	.3 <u>Asynchr</u>	ronous Transfer Mode (ATM) and Cell Relay Service (CRS)	
	14.3.1	Service Description	37
	14.3.2	Service Components	
		(A) User Network Interface (UNI) Port With Access Line Connection	
		(B) Port Only Connection	
		(C) Permanent Virtual Circuit (PVC)	
		(D) Switched Virtual Circuit (SVC)	
		(E) Effective Bandwidth	41
	14.3.3	Technical Specifications	42
	14.3.4	Provision of Service	42
	14.3.5	Tier Structure for Local Serving Offices	43
	14.3.6	Service Functionality	43
	14.3.7	Class of Service Parameters	44
	14.3.8	Conditions	45
	14.3.9	Application of Rates and Charges	
		(A) Rate Elements	46
		(B) Minimum Period	
		(C) Extended Service Plan	48
		(D) Moves	49
		(E) Special Facilities Routing	49
		(F) Acceptance Testing	
	14.3.10	Rates and Charges	
		(A) User Network Interfaces (UNIs) Port with Access Line Connection	50
		(B) User Network Interfaces (UNIs) Port Only Connection	
		(C) Permanent Virtual Circuits (PVCs)	
		(D) Effective Bandwidth for Incremental UNIs	55
		(E) Closed User Groups (CUG)	55
		(F) Administrative Charge	55

14. ADVANCED COMMUNICATIONS NETWORKS

14.1 Frame Relay Service 12

14.1.1 Service Description

Frame Relay Service (FRS) is a "fast packet" network service that permits the transmission of data at speeds of 56 Kbps up to 1.544 Mbps using Permanent Virtual Circuits (PVCs).

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

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

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

Frame Relay conforms to Consultative Committee for International Telegraph and Telephone (CCITT) and American National Standards Institute (ANSI) publications T1.602, T1.606, T1.617 and T1.618.

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

The rates and charges set forth for Frame Relay Service provide for the furnishing of service where suitable facilities are available.

¹² Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. Existing OPP customers may continue their service until their OPP expires or their service is disconnected, whichever occurs first. Existing month-to-month customers may continue their service until May 13, 2008 or until their service is disconnected, whichever occurs first. Moves, additions, or changes will not be permitted.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.1 Frame Relay Service ¹³ (Cont'd)

14.1.2 <u>Definitions</u>

Customer Designated Location (CDL)

The geographic location designated by the customer at which an access component of the customer's service is first considered to enter the Company's network.

Frame

A sequence of contiguous bits delimited by beginning and ending flag sequences.

Frame Relay Access Line

Frame Relay Access Lines provide access to the Frame Relay Service (FRS) Network, connecting customer facilities at the Network Interface with a corresponding Frame Relay Port.

Local Area Network (LAN)

A network permitting the interconnection and Intercommunication of a group of computers, primarily for the sharing of resources such as data storage devices and printers.

Logical Channel

A communications channel through the network that allows simultaneous transmission of sequenced data packets through the network.

Network Interface (NI)

The point at which a customer's data transmission first enters the network supporting Frame Relay Service is the Network Interface (NI). It is the point of interconnection between Company communications facilities and customer terminal equipment.

Permanent Virtual Circuit (PVC)

A logical circuit that defines a specific path for data sent by the customer to another customer location. Multiple PVCs may be provisioned on one Frame Relay Access Line. The actual throughput of aggregated PVCs can never exceed the speed of the access line.

The PVC must be associated with at least one Frame Access Line. A customer must subscribe to at least one Frame Access Line. A Frame Access Line can be associated with any number of PVCs. Since all PVCs need not be in use at the same time, it is possible for the total bandwidth of all PVCs associated with one Frame Access Line to exceed the bandwidth of that Frame Access Line. Such a relationship is referred to as over-subscription and when this occurs, there can be no guarantee that the bandwidth defined for that PVC will be available at any point in time.

No PVC can have a greater bit rate than the bit rate of the associated Frame Access Line.

¹³ Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. See 14.1.1 for provisions applicable to existing customers.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.1 Frame Relay Service ¹⁴ (Cont'd)

14.1.2 Definitions (Cont'd)

Permanent Virtual Circuit (PVC) (Cont'd)

A customer subscribing to a Frame Access Line will be referred to as the Controller of the Frame Access Line. A customer may request data transmission capability to another customer. Both customers must have a Frame Relay Access Line (FRAL) and Frame Relay Port (FRP). The Controller of each FRAL must have written permission from the Controller of each FRAL to which a PVC is requested.

The Frame Access Line and PVC can be ordered and billed independently and can have different customers as Controllers. A request by one customer to discontinue a PVC does not result in the disconnection of the Frame Access Line and Port. Only the Controller of a Frame Access Line may authorize a disconnect of that Frame Access Line.

Port

The physical entry points for Access Lines. Ports include the electronic equipment used in connecting these service elements to the FRS Network.

Protocol

A set of conditions for conducting interactions between two or more terminals, host or peripherals. These conditions consist of syntax (header structure), semantics (actions and reactions that are supposed to occur) and timing (relative ordering and duration of states and events).

Statistical Multiplexing

A multiplexing technique in which bandwidth is dynamically allocated on the basis of need rather than being predefined.

Virtual Circuit

A logical transmission channel established to a network address. The logical channel exists for a period of time until either end of the channel terminates the transmission.

¹⁴ Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. See 14.1.1 for provisions applicable to existing customers.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.1 Frame Relay Service ¹⁵ (Cont'd)

14.1.3 Service Provisioning

Frame Relay Service is a transport service that facilitates the exchange of variable length information units known as frames between end user locations. Each frame is passed to the Frame Relay Network with an address that specifies its destination. Variable frame length capacity is used for transporting both LAN-to-LAN and terminal-to-host type traffic.

Frame Relay Service is provided to the customer in the form of the Frame Access Line, the Frame Relay Port and one or more Permanent Virtual Circuits. The Frame Relay Access Line forms the local access component to the customer's serving central office. The Frame Relay Port includes the electronic equipment necessary to interface the Access Line to the Frame Relay switch, and interoffice transport within the Frame Relay network.

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

FRS is available where facilities and conditions permit.

Occasionally, in order to perform software updates and other maintenance, it may be necessary to take the Frame Relay switch out of service during the predetermined maintenance window of 12:01 a.m. to 6:00 a.m. In these cases, all attempts will be made to notify the customer in advance as to the time and duration of these outages. Company reserves the right to temporarily interrupt FRS at other times in emergency situations.

¹⁵ Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. See 14.1.1 for provisions applicable to existing customers.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.1 Frame Relay Service ¹⁶ (Cont'd)

14.1.4 Obligations of the Company

The responsibility of the Company shall be limited to furnishing network equipment suitable for Frame Relay Service and to the maintenance and operation of such equipment in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by the customer-provided equipment or system, or for the quality of, or defects in, such transmission or the reception of signals by such equipment or systems.

The Company shall not be responsible for installation, operation or maintenance of any terminal equipment, data unit or communications system provided by a customer or user. The Company is not responsible for adapting Frame Relay Service to the technological requirements of any specific customer equipment under the terms of this Price List.

When a customer orders a Permanent Virtual Circuit (PVC) which is relayed to local exchange carriers, interexchange carriers or other Frame Relay networks, the Company will provide advisory assistance as a part of the establishment of this PVC.

The Company shall not be responsible to the customer or user if changes in any of the equipment, operations or procedures of the Company used in the provision of Frame Relay Service render any facilities provided by the customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance, provided the Company has met any applicable information disclosure requirements otherwise required by law.

The Company undertakes the responsibility to maintain and repair the service which it furnishes. Network equipment installed by the Company on the customer's premises shall be and remain the property of the Company. The customer or user may not rearrange, disconnect, remove, attempt to repair, remote test, or interface with any network equipment installed by the Company without prior written consent by the Company.

The Company, by written notice to the customer, may immediately discontinue the furnishing of Frame Relay Service without incurring liability upon nonpayment of any sum due to the Company or a violation of any condition governing the furnishing of service.

The Company has the service responsibility up to and including the network interface.

¹⁶ Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. See 14.1.1 for provisions applicable to existing customers.

14. <u>ADVANCED COMMUNICATIONS NETWORKS</u> (Cont'd)

14.1 Frame Relay Service ¹⁷ (Cont'd)

14.1.5 Obligations of the Customer

The customer's Frame Relay compatible terminal equipment has the responsibility for error correction. Frame Relay Service (FRS) nodes may discard frames with errors and may discard frames when the network supporting FRS is in a state of congestion.

Where Frame Relay Service is available for use in connection with communications systems or equipment provided by a customer or user, the operating characteristics of such systems or equipment shall be such as not to interfere with any services offered by the Company. Such use is subject to the further provisions that the equipment provided by the customer or user:

does not endanger the safety of the Company's employees or the public;

does not damage, harm, require change in or alteration of the equipment or other services of the Company;

does not interfere with the proper operation of the Company's equipment or otherwise injure the public in its use of the Company's services.

Upon notice from the Company that the equipment provided by the customer or user is causing or is likely to cause, such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

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

It shall be the responsibility of the customer to ensure the continuing compatibility of the customer-provided equipment that is used in conjunction with the Frame Relay Service. The CPE shall be in compliance with FCC rules and regulations.

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

The customer shall be responsible for the payment of nonrecurring Repair Charges, as found in Nonrecurring Charges of this Price List, for each repair visit to a premises of the customer, or the premises of any other customer, where the service difficulty or trouble results from the use of equipment or service components provided by the customer.

The customer may only use a Frame Relay Access Line with Frame Relay Service.

¹⁷ Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. See 14.1.1 for provisions applicable to existing customers.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.1 Frame Relay Service ¹⁸ (Cont'd)

14.1.6 Rate Regulations

(A) Minimum Period

The minimum contract period for Frame Relay Service is one month based on a month-to-month payment arrangement. Optional Payment Plans (OPP) for 12 months, 36 months and 60 months are available. The Customer must designate which payment option is desired at the time a firm order for service is placed.

A Customer may access Frame Relay Service (FRS) via a Frame Relay Access Line or via Company-provided, digital, private line facilities. If a Customer utilizes private line facilities or private line transport to access FRS, the associated regulations, rates and charges for such facilities shall apply in addition to the rates and charges associated with the FRS elements.

A Customer utilizing private line facilities to access FRS would not incur a nonrecurring charge, or monthly rate for a Frame Relay Access Line, but would incur all other monthly rates and nonrecurring charges normally associated with the ordering, installation and provisioning of Frame Relay Service.

When a Customer orders additional PVCs or changes PVC assignments on a given FRS port after the initial port installation, the Frame Relay PVC nonrecurring charge shall apply.

(B) Rate Elements

In addition to the appropriate Service Installation and Ordering Charges as set forth in Section 5.6, the following charges apply:

(1) Frame Relay with Port and Access Line

A nonrecurring charge and monthly rate, both based on the speed of the port connection (i.e., 56 Kbps, 128 Kbps, 256 Kbps 384 Kbps or 1.544 Mbps) apply per port for each physical connection to the network supporting Frame Relay Service. Each port includes one PVC, and can accommodate multiple PVCs.

¹⁸ Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. See 14.1.1 for provisions applicable to existing customers.

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14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.1 Frame Relay Service 19 (Cont'd)

14.1.6 Rate Regulations (Cont'd)

(B) Rate Elements (Cont'd)

(2) Frame Relay with Port Only

A nonrecurring charge and monthly rate, based on the speed of the port connection, and the number of PVCs assigned to the port, apply per port for each Frame Relay Access Line or digital Special Access Line connection to the network supporting Frame Relay Service. Each port includes one PVC, and can accommodate multiple PVCs

(3) Frame Relay PVC (FR-PVC)

A nonrecurring charge and a monthly rate apply for each PVC added. The nonrecurring charge applies only for subsequent additions and deletions of PVCs. A nonrecurring charge applies for each subsequent order of PVC(s) to be added to PVC assignment(s) changed on an existing FRS.

If the information provided by Customer on the requested PVCs results in an interstate arrangement, the PVC falls under federal jurisdiction and the PVC CIR capacity as specified in the Company's FCC Tariff will apply.

(C) <u>Service Rearrangements</u>

Service rearrangements are changes to existing (installed) services which do not result in a change in the physical location of the network interface. (Changes in the physical location of the network interface are treated as moves and are described and charged for as set forth herein.)

¹⁹ Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. See 14.1.1 for provisions applicable to existing customers.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.1 Frame Relay Service ²⁰ (Cont'd)

14.1.6 Rate Regulations (Cont'd)

(C) Service Rearrangements (Cont'd)

(1) Additions to Service

With the exception of Frame Relay Permanent Virtual Circuits (PVCs), when service elements are added to an existing service, the added elements must meet the minimum period requirements associated with the service to which they are added.

When PVCs are added to an existing Frame Relay Service, the minimum period for the added PVCs is one month.

Nonrecurring charges will apply for all additions to existing services or optional features for which nonrecurring charges normally apply at installation.

Nonrecurring charges for additional PVCs will be required if PVCs are not purchased with a Frame Relay Port at the time of the original service request.

Related monthly rates and nonrecurring charges for addition(s) to service are the rates and charges in effect at the time of the addition(s).

(2) Upgrade in Speed or Capacity

Should the customer upgrade to a higher speed or greater capacity, discontinuance charges will not apply provided all the following conditions are met:

- Both the existing and new services are of the same service type; e.g., both Frame Relay Service;
- 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 as the discontinued service.

Should the order to upgrade exclude one or more of the conditions listed above, it will be treated as a discontinuance of the existing service and the establishment of a new service. All outstanding minimum period charges and discontinuance charges will apply.

²⁰ Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. See 14.1.1 for provisions applicable to existing customers.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.1 Frame Relay Service 21 (Cont'd)

14.1.6 Rate Regulations (Cont'd)

(C) Service Rearrangements (Cont'd)

(3) Administrative Changes

Administrative changes to existing service will be made without charge(s) to the customer. Administrative changes may include but are not limited to the following:

- Change of customer name, i.e., the customer or record does not change but rather the customer of record changes its name, e.g., XYZ Company to XYZ Communications.
- Change of customer premises address when the change of address is not a result of a physical relocation of facilities,
- Change in billing data (name, address, or contact name or telephone number), and
- Change of customer contact name or telephone number.

(D) Optional Payment Plans (OPP)

(1) Changes in Length of OPP Period

A customer may convert a new OPP period to the completion of a selected OPP, 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 services.

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 will apply.

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²¹ Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. Existing OPP customers may continue their service until their OPP expires or their service is disconnected, whichever occurs first. Existing month-to-month customers may continue their service until May 13, 2008 or until their service is disconnected, whichever occurs first. Moves, additions, or changes will not be permitted.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.1 Frame Relay Service 22 (Cont'd)

14.1.6 Rate Regulations (Cont'd)

(D) Optional Payment Plans (OPP) (Cont'd)

(2) Renewal Options

At the expiration of an OPP, the 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 or discontinue service.

Conversion to a different OPP or to a month-to-month option will require the customer to submit a change order; however, no nonrecurring charges will apply.

(3) 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 10% of the total monthly recurring charges in that time period.

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.

²² Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. Existing OPP customers may continue their service until their OPP expires or their service is disconnected, whichever occurs first. Existing month-to-month customers may continue their service until May 13, 2008 or until their service is disconnected, whichever occurs first. Moves, additions, or changes will not be permitted.

ADVANCED COMMUNICATIONS NETWORKS (Cont'd)		
14.1 Frame Relay Service ²³ (Cont'd)		
14.1.7 Rates and Charges		
	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
(A) Frame Relay with Port and Access Line, each		
56 Kbps		
Month-to-Month	\$195.00	\$ 110.00
One Year	195.00	105.00
Three Years	195.00	95.00
Five Years	195.00	85.00
128 Kbps		
Month-to-Month	395.00	200.00
One Year	395.00	190.00
Three Years	395.00	175.00
Five Years	395.00	165.00
256 Kbps		
Month-to-Month	395.00	285.00
One Year	395.00	270.00
Three Years	395.00	255.00
Five Years	395.00	240.00
384 Kbps		
Month-to-Month	395.00	365.00
One Year	395.00	345.00
Three Years	395.00	335.00
Five Years	395.00	320.00
DS1 (1.544 Mbps)		
Month-to-Month	595.00	530.00
One Year	595.00	510.00
Three Years	595.00	490.00
Five Years	595.00	470.00

²³ Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. Existing OPP customers may continue their service until their OPP expires or their service is disconnected, whichever occurs first. Existing month-to-month customers may continue their service until May 13, 2008 or until their service is disconnected, whichever occurs first. Moves, additions, or changes will not be permitted.

AD\	/ANCED C	OMMUNICATIONS NETWORKS (Cont'd)			
14.1	Frame	Relay Service ²⁴ (Cont'd)			
	14.1.7	Rates and Charges (Cont'd)			
			Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	
		(B) Frame Relay Port Only, each			
		56 Kbps Month-to-Month One Year Three Years Five Years	\$ 95.00 95.00 95.00 95.00	\$ 45.00 43.00 41.00 38.00	
		128 Kbps Month-to-Month One Year Three Years Five Years	295.00 295.00 295.00 295.00	90.00 85.00 80.00 75.00	
		256 Kbps Month-to-Month One Year Three Years Five Years	295.00 295.00 295.00 295.00	135.00 130.00 120.00 110.00	
		384 Kbps Month-to-Month One Year Three Years Five Years	295.00 295.00 295.00 295.00	190.00 180.00 170.00 160.00	
		DS1 (1.544 Mbps) Month-to-Month One Year Three Years Five Years	495.00 495.00 495.00 495.00	300.00 285.00 265.00 245.00	

²⁴ Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. Existing OPP customers may continue their service until their OPP expires or their service is disconnected, whichever occurs first. Existing month-to-month customers may continue their service until May 13, 2008 or until their service is disconnected, whichever occurs first. Moves, additions, or changes will not be permitted.

14.	<u>ADVAN</u>	NCED C	DMMUNICATIONS NETWORKS (Cont'd)			
	14.1	Frame F	Relay Service 25 (Cont'd)			
		14.1.7	Rates and Charges (Cont'd)			
				Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>	
			(C) Frame Relay Permanent Virtual Circuit, each	1		
			Month-to-Month One-Year Three-Years Five-Years	\$ 20.00 20.00 20.00 20.00	\$ 8.00 7.00 6.00 5.00	

²⁵ Effective May 13, 2003, Frame Relay Service as provided in Section 14.1 is no longer available to new customers. Existing OPP customers may continue their service until their OPP expires or their service is disconnected, whichever occurs first. Existing month-to-month customers may continue their service until May 13, 2008 or until their service is disconnected, whichever occurs first. Moves, additions, or changes will not be permitted.

14. ADVANCED COMMUNICATIONS NETWORKS

14.2 Frame Relay Service

14.2.1 Service Description

Frame Relay Service (FRS) is a data communications service that provides for data connectivity between/among widely distributed locations. This connectivity is provided via Permanent Virtual Circuit (PVC) connections implemented over access facilities utilizing a switch dedicated to high-speed data services.

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

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

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

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

The Committed Information Rate (CIR) and Excess Burst Size B(e) are traffic management parameters that allow the customer to fine tune implementation of FRS.

FRS, as provided for in this Price List, is offered for intrastate use only.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.2 <u>Frame Relay Service</u> (Cont'd)

14.2.2. Definitions

In addition to the definitions in Section 2.6 of this Price List, the following definitions apply:

<u>Committed Information Rate (CIR)</u> - The maximum information rate at which customer traffic will be admitted to the network without being designated eligible for discard.

Customer Designated Location (CDL)

The geographic location designated by the customer at which an access component of the customer's service is first considered to enter the Company's network.

<u>Data Link Connection Identifier (DLCI)</u> - The Frame Relay virtual circuit number corresponding to a particular destination which is part of the frame relay header and is usually ten bits long.

Excess Burst Size B(e) - The data rate above the Committed Information Rate (CIR), but less than the port size, at which customer data will be admitted to the Frame Relay network. All Excess Burst data B(e) admitted to the network will be designated as eligible for discard.

<u>Frame Relay Service</u> - A connection oriented fast packet network service that permits the transmission of data at speeds of 56 Kbps to 44.736 Mbps using Permanent Virtual Connections (PVCs).

<u>Maximum Burst Rate (MBR)</u> - The maximum information rate at which customer traffic will be admitted to the network. Traffic rates in excess of MBR will automatically be discarded on ingress to the network. The Maximum Burst Rate is equal to the sum of the Committed Information Rate (CIR) and Excess Burst Size B(e).

<u>Network-to-Network Interface (NNI)</u> – A standard interface used to connect two frame relay services, and includes elements such as bi-directional polling to assist the network services providers in gaining information on the status of the networks being connected.

<u>User-to-Network Interface (UNI)</u> - A standard interface used to connect the end user to the Frame Relay Service network. It receives the data frame from the customer's Local Area Network (LAN) or other customer-provided equipment (CPE) devices and verifies that the Data Link Connection Identifier (DLCI) is valid before relaying the frame to the destination end point. The DLCI is a Frame Relay term defining a 10-bit filed of the address field, and it identifies data links and their service parameters.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.2 Frame Relay Service (Cont'd)

14.2.3 Service Components

The major components of FRS are:

User-to-Network Interface (UNI) Port and Access Line Port Only

- UNI Port Only
- Private Network-to-Network (NNI) Port Only

Permanent Virtual Circuit (PVC) Committed Information Rate (CIR) Frame Relay to ATM Service Internetworking Backup UNI

- (A) <u>User-to-Network Interface (UNI) Port and Access Line</u> The UNI Port and Access Line forms the component which provides the customer access to the customer's serving wire center and interoffice transport from the customer's serving wire center to the Frame Relay switch. The UNI Port and Access Line is provided for use only with FRS and where facilities and conditions permit.
- (B) Port Only Customers may access Port Only connections via Company-provided digital access facilities or via facilities provided by another carrier. The channel speed of the access channel must be sufficient to accommodate the Frame Relay port speed. When access facilities are provided by the Company, the associated regulations, rates and charges under the appropriate Company Price List shall apply in addition to the regulations, rates and charges associated with FRS. Company-provided access facilities may also be provisioned on an Individual Case Basis (ICB) where access facilities are not generally available under the applicable Price List. Interconnection charges to connect access line services provided by the Company or another carrier may apply and will be billed separately. Any special construction or nonstandard charges assessed by the carrier supplying the access facilities will be the responsibility of the customer.
 - (1) <u>UNI Port Only</u> The UNI Port Only provides for a user to carrier connection (i.e., end user customer to the Company).
 - (2) Private Network-to-Network (NNI) Port Only The Private NNI port configuration is used for connecting two networks together for bi-directional messaging and is available on a private basis only. A Private NNI is a NNI port sold for the exclusive use of the customer.

- 14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)
 - 14.2 Frame Relay Service (Cont'd)
 - 14.2.3 Service Components (Cont'd)
 - (C) Permanent Virtual Circuit (PVC) Committed Information Rate (CIR)
 - (1) Permanent Virtual Circuits (PVCs) are logical circuits that define a specific path for data sent by the customer to another location. These circuits are virtual because they are established in software tables and do not tie up capacity when not in use. This also allows multiple paths (PVCs) to be defined on any given port, thereby providing a single access line the capability to transmit data to multiple destinations.
 - (2) Since multiple PVCs may be defined on one physical port, it is possible for the cumulative Committed Information Rates (CIRs) to exceed the physical bandwidth of that port. This is referred to as over-subscription and when this occurs, the aggregate CIR defined for that port and PVC will not be available at any point in time.
 - (3) The following types of PVC CIR are available:
 - (a) <u>Intrazone</u> An Intrazone PVC is a logical channel path between two customer Frame Relay ports within the same zone. Frame Relay zones are found in 14.2.11(A)(8) following.
 - (b) <u>Multi-jurisdictional</u> A Multi-jurisdictional PVC is a logical channel path between two customer Frame Relay ports, one being an interstate port and the other an intrastate port both located within the same Frame Relay zone. A Multi-jurisdictional PVC falls under federal jurisdiction and the PVC CIR rates, rules and regulations from the Company's FCC Frame Relay tariff are applicable.
 - (C) Frame Relay to ATM Service Internetworking

Frame Relay to ATM Service Internetworking provides for the conversion of Frame Relay packets to ATM cells and the conversion of ATM cells to Frame Relay Packets. Frame Relay to ATM Service Internetworking is available with Intrazone and Multi-jurisdictional PVC CIR at no additional charge.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.2 Frame Relay Service (Cont'd)

14.2.3 Service Components (Cont'd)

(E) Backup UNI

Backup UNI service is a disaster avoidance and disaster recovery feature that consists of a Primary UNI and a Backup UNI, and incorporates PVC remapping capabilities of the Frame Relay network. The Primary UNI is terminated at the primary customer host location and in normal operation serves PVCs between the primary host location and various customer remote locations. A second UNI, which is designated by the customer as a Backup UNI, is installed and terminated at the customer's backup host location. During normal operations no PVCs are mapped to the Backup UNI. The customer will be required to purchase both UNIs.

In the event of a Primary UNI, primary digital access line or, customer primary host location failure, the predefined PVC configuration can be remapped to the Backup UNI at the customer's request. Upon restoral of the Primary UNI service the customer must contact the Company to initiate remapping of PVCs from the Backup UNI back to the Primary UNI. A Backup UNI, which may serve as a backup to one or more Primary UNIs, can only backup one Primary UNI at a time. A Backup UNI must be the same port speed or greater than the Primary UNI(s).

14.2.4 Technical Specifications

FRS conforms to the transmission specification standards in the following references:

ANSI T1.602 Integrated Services Digital Network (ISDN) – Data Link Layer Signaling Specification for Application at the User-Network Interface – Issued 1989

ANSI T1.606 Frame Relay Bearer Service, Architectural Framework and Service Description – Issued 1990

ANSI T1.617 Integrated Services Digital Network (ISDN) – Digital Subscriber Signaling Specification for Frame Relay Bearer Service – Issued 1991

ANSI T1.618 Integrated Services Digital Network (ISDN) – Core Aspects of Frame Relay Bearer Service – Issued 1991

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.2 <u>Frame Relay Service</u> (Cont'd)

14.2.5 Service Provisioning

FRS is available where facilities and conditions permit.

FRS is provided to the customer in the form of the UNI Port and Access Line, UNI Port Only, Private NNI Port Only and CIR based PVCs. The UNI Port and Access Line forms the local access component to the customer's serving central office. The UNI Port Only and Private NNI Port Only include the electronic equipment necessary to interface the access line to the Frame Relay switch.

PVCs are provisioned on a specified speed and CIR basis, depending upon the customer's request. The actual throughput of aggregated PVC bandwidths in use at the same time on the same port cannot exceed the port speed.

The maximum CIR allowed is determined by the lower of the two port speeds connected by the PVC. The maximum CIR allowed for port speeds at 1.536 Mbps and below is 75% of the lower of the two port speeds. For port speeds above 1.536 Mbps to 44.7136 Mbps, the maximum CIR allowed is 50% of the lower of the two port speeds.

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

The customer subscribing to a Port Only or Port and Access Line will be referred to as the controller of the Frame Relay port. A separate entity may, with written authorization from the controller, subscribe to a PVC that allows communication between entities. A disconnect of a PVC does not result in the disconnect of the underlying access line and port. Only the controller may order the disconnect of the FRS.

The Frame Relay port with PVC CIR capacity may be ordered and billed separately from an associated Frame Relay port and PVC, and can have different customers as controllers.

4 Mbps, 6 Mbps, 10 Mbps and 22 Mbps speeds are provisioned utilizing 44.736 Mbps of transport bandwidth; no other service(s) may utilize the remaining bandwidth.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.2 <u>Frame Relay Service</u> (Cont'd)

14.2.6 Special Conditions

Maintenance Window - Occasionally, in order to perform software updates and other maintenance, it may be necessary to take the Frame Relay switch out of service, during the predetermined maintenance window of 11:00p.m. to 8:00 a.m. In these cases, all attempts will be made to notify the customer in advance as to the time and duration of these outages. The Company reserves the right to temporarily interrupt the FRS at other times in emergency situations.

14.2.7 Obligations of the Customer

Where FRS is available for use in connection with communications systems or equipment provided by a customer or user, the operating characteristics of such systems or equipment shall be such as not to interfere with any services offered by the Company. Such use is subject to the further provisions that the equipment provided by the customer or user does not endanger the safety of the Company's employees or the public; damage, harm, require change in or alteration of the equipment or other services of the Company; interfere with the proper operation of the Company's equipment or otherwise injure the public in its use of the Company's services. Upon notice from the Company that the equipment provided by the customer or user is causing, or is likely to cause, such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

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

It shall be the responsibility of the customer to ensure the continuing compatibility of the customerprovided equipment that is used in conjunction with the FRS. The CPE shall be in compliance with the rules and regulations specified in this Price List.

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

14. <u>ADVANCED COMMUNICATIONS NETWORKS</u> (Cont'd)

14.2 Frame Relay Service (Cont'd)

14.2.7 Obligations of the Customer (Cont'd)

At service subscription, the customer must specify the CIR and is expected to provide the DLCI and the B(e) for each PVC ordered.

Error correction is the responsibility of the customer's terminal equipment and/or applications. If the FRS network experiences congestion or failures, customer data may be discarded. In addition, frames that are received in excess of the Maximum Burst Rate (MBR), with bad addresses, or other errors will be discarded on ingress to the network. The customer's Frame Relay terminal equipment has the responsibility for retransmitting frames that are discarded due to errors or network congestion.

The customer is responsible for provisioning the inside wire from the network interface to the Frame Relay compatible equipment.

A customer ordering Backup UNI service is responsible for the following:

- Determining network configuration before and after the activation of Backup UNI service.
- Providing the Company with the appropriate information required for joint development of the Backup UNI database.
- Maintaining its own port configurations and router tables (for seamless changes from the Primary UNI to the Backup UNI, the customer must use the same addressing scheme on routers connected to the primary and backup sites).
- Contacting the Company to request all activations and deactivations of Backup UNI service.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.2 Frame Relay Service (Cont'd)

14.2.8 Obligations of the Company

The responsibility of the Company shall be limited to furnishing network equipment suitable for FRS and to the maintenance and operation of such equipment in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by the customer-provided equipment or system, or for the quality of, or defects in, such transmission or the reception of signals by such equipment or systems.

The Company shall not be responsible for installation, operation or maintenance of any terminal equipment, data unit or communications system provided by a customer or user. The Company is not responsible for adapting FRS to the technological requirements of any specific customer equipment.

When a customer orders FRS which is relayed to Frame Relay networks of other carriers, the Company will provide advisory assistance as a part of the establishment of this service.

The Company shall not be responsible to the customer or user if changes in any of the equipment, operations or procedures of the Company used in the provision of FRS render any facilities provided by the customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance, provided the Company has met any applicable information disclosure requirements otherwise required by law.

The Company undertakes the responsibility to maintain and repair the service that it furnishes. Network equipment installed by the Company on the customer's premises shall be and remain the property of the Company. The customer or user may not rearrange, disconnect, remove, attempt to repair, remote test, or interface with any network equipment installed by the Company without prior written consent by the Company.

The Company, by written notice to the customer, may immediately discontinue the furnishing of FRS without incurring liability upon nonpayment of any sum due to the Company or a violation of any condition governing the furnishing of service.

The Company has the service responsibility up to and including the network interface.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.2 Frame Relay Service (Cont'd)

- 14.2.9 <u>Special Facilities Routing</u> The customer may request that the facilities used to provide FRS be specially routed. Additional charges will apply based on cost.
- 14.2.10 <u>Acceptance Testing</u> At the customer's request, the Company will cooperatively test at the time of installation at no additional charge. Acceptance tests will include tests for the parameters applicable to the service as specified in the order for service.

14.2.11 Application of Rates and Charges

(A) Rate Elements

The following rate elements are applicable to FRS:

UNI Port and Access Line

Port Only

- UNI Port Only
- Private NNI Port Only

PVC CIR

Subsequent PVC CIR Charge

Backup UNI

Software Change Charge

(1) UNI Port and Access Line

A monthly recurring charge based on the speed of the port connection applies per port for each physical connection to the network supporting FRS. In addition, a nonrecurring charge applies to the month-to-month plan. Nonrecurring charges do not apply to UNI Port and Access Line offered on a Term Payment Plan (TPP). UNI Port and Access Line is offered on a month-to-month basis or as a TPP of one year, three years, or five years.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.2 Frame Relay Service (Cont'd)

14.2.11 Application of Rates and Charges (Cont'd)

- (A) Rate Elements (Cont'd)
 - (2) Port Only UNI Port Only and Private NNI Port Only

A monthly recurring charge based on the speed of the port connection applies per port for each Port Only interface. In addition, a nonrecurring charge applies to the month-to-month plan. Nonrecurring charges do not apply to Port Only offered on a TPP. Port Only is offered on a month-to-month basis or as a TPP of one year, three years, or five years.

Refer to 14.2.3(B) for the rules and regulations associated with Port Only digital access facilities.

- (3) Permanent Virtual Circuit (PVC) Committed Information Rate (CIR)
 - (a) Intrazone A monthly recurring charge, based on CIR capacity, applies for each PVC requested by the customer. Frame Relay zones are found in (h) following.
 - (b) Multi-jurisdictional A Multi-jurisdictional PVC falls under federal jurisdiction and the PVC CIR rates, rules and regulations from the Company's FCC Frame Relay tariff are applicable.
- (4) PVC CIR Optional Features
 - (a) Frame Relay to ATM Service Internetworking available with Intrazone and Multijurisdictional PVC CIR at no additional charge.

14. <u>ADVANCED COMMUNICATIONS NETWORKS</u> (Cont'd)

14.2 Frame Relay Service (Cont'd)

14.2.11 Application of Rates and Charges (Cont'd)

(A) Rate Elements (Cont'd)

(5) <u>Subsequent PVC CIR Charge</u> – A nonrecurring charge applies when a customer orders additional PVC CIR subsequent to the initial port installation.

(6) Backup UNI

A nonrecurring charge applies when a customer requests an activation of the Backup UNI service. No additional charges are applied upon deactivation of Backup UNI service.

(7) Software Change Charge

A nonrecurring charge applies per order, per UNI or Private NNI, when a customer requests a PVC parameter change (i.e., CIR, burst, DLCI re-map to a different host or remote). For each service order issued, the charge will be one Software Change Charge regardless of the number of changes made.

(8) Frame Relay Zones

Zone Office

Coeur D'Alene Coeur D'Alene

Moscow

14. <u>ADVANCED COMMUNICATIONS NETWORKS</u> (Cont'd)

14.2 Frame Relay Service (Cont'd)

14.2.11 Application of Rates and Charges (Cont'd)

(B) Service Charges

Unless otherwise stated in this Price List, nonrecurring charges applicable to FRS are in lieu of service charges found elsewhere in this Price List or other Company Price Lists. However, miscellaneous order modification charges may be applicable.

(C) Minimum Period

The minimum period for FRS is one month except when the customer subscribes to a TPP. When PVCs are added to existing FRS, the minimum period for the PVC is one month.

(D) Term Payment Plan (TPP)

- (1) The UNI Port and Access Line, UNI Port Only and Private NNI Port Only rate elements are available under a TPP. PVC CIRs are not offered under a TPP.
- (2) Payment periods of one year, three years and five years are available to all customers at the applicable rates set forth in 14.2.12 following, regardless of when they subscribe to a TPP arrangement.
- (3) Changes to a TPP period

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

- No credit toward the new payment period will be given for payments made under the original TPP arrangement.
- Nonrecurring charges will not be reapplied for existing service(s).
- If the value of the new TPP is less than the remaining value of current TPP, the change to
 the new TPP period constitutes a disconnect of the existing TPP service and termination
 liability charges as set forth in General Regulations, Section 2.4.5 of this Price List will
 apply.

Conversion to a different TPP or to a month-to-month option will require the customer to submit an order. If no other changes are requested, no nonrecurring charges will apply.

(4) Termination Liability

In the event FRS is terminated by the customer prior to completion of the initial term commitment period, Termination Liability Charges, as set forth in General Regulations, Section 2.4.5 of this Price List, will apply.

14. <u>ADVANCED COMMUNICATIONS NETWORKS</u> (Cont'd)

14.2 Frame Relay Service (Cont'd)

14.2.11 Application of Rates and Charges (Cont'd)

(E) Service Rearrangements

- (1) Additions to Service
 - (a) With the exception of PVCs, when service elements are added to an existing service, the added elements must meet the minimum period requirements associated with the service to which they are added. When PVCs are added to an existing FRS, the minimum period for the added PVCs is one month.
 - (b) Nonrecurring charges will apply for all additions to existing services or optional features for which nonrecurring charges normally apply at installation.
 - (c) Related monthly rates and nonrecurring charges for addition(s) to service are the rate and charges in effect at the time of the addition(s).

(2) Administrative Changes

Administrative changes to existing service will be made without charge(s) to the customer. Administrative changes may include but are not limited to the following:

- Change of customer name, i.e., the customer or record does not change but rather the customer of record changes its name, e.g., XYZ Company to XYZ Communications;
- Change of customer premises address when the change of address is not a result of a physical relocation of facilities;
- Change in billing data (name, address, or contact name or telephone number); and,
- Change of customer contact name or telephone number.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)

14.2 Frame Relay Service (Cont'd)

14.2.11 Application of Rates and Charges (Cont'd)

- (E) Service Rearrangements (Cont'd)
 - (3) Conversion of service to another jurisdiction will be treated as a disconnect of service and establishment of new service. However, if no other changes are ordered, no installation charges will apply.
 - (4) Moves

When the customer requests a move or relocation of the UNI Port and Access Line, UNI Port Only or Private NNI Port Only, the move or relocation will be treated as a termination of the existing service and the establishment of a new service.

(5) Upgrade to Higher Speed Service

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

- Both the existing and the new service are provided solely by the Company.
- The order to discontinue 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 as the discontinued service.

14.2 <u>Frame Relay Service</u> (Cont'd)		
14.2.12 Rates and Charges		
	Nonrecurring <u>Charge</u> ²⁶	Monthly <u>Rate</u>
(A) UNI Port and Access Line, each		
56 Kbps		
Month-to-Month	\$495.00	\$ 206.00
One Year	0.00	200.00
Three Years	0.00	188.00
Five Years	0.00	169.00
128 Kbps		
Month-to-Month	495.00	303.00
One Year	0.00	290.00
Three Years	0.00	268.00
Five Years	0.00	242.00
256 Kbps		
Month-to-Month	595.00	460.00
One Year	0.00	442.00
Three Years	0.00	399.00
Five Years	0.00	363.00
384 Kbps		
Month-to-Month	595.00	472.00
One Year	0.00	460.00
Three Years	0.00	442.00
Five Years	0.00	418.00
DS1 (1.536 Mbps)		
Month-to-Month	595.00	714.00
One Year	0.00	678.00
Three Years	0.00	636.00
Five Years	0.00	581.00

²⁶ Applies in lieu of service charges found elsewhere in this Price List or other Company price lists/tariffs.

ADV	ANCED COMMUNICATIONS NETWORKS (Cont'd)			
14.2	Frame Relay Service (Cont'd)			
	14.2.12 Rates and Charges (Cont'd)			
		Nonrecurring <u>Charge</u> ²⁷	Monthly <u>Rate</u>	
	(A) UNI Port and Access Line, each (Cont'd)			
	4 Mbps Month-to-Month One Year Three Years Five Years	\$795.00 0.00 0.00 0.00	\$ 3,509.00 3,358.00 3,056.00 2,783.00	
	6 Mbps Month-to-Month One Year Three Years Five Years	795.00 0.00 0.00 0.00	3,993.00 3,812.00 3,449.00 3,146.00	
	10 Mbps Month-to-Month One Year Three Years Five Years	795.00 0.00 0.00 0.00	4,417.00 4,235.00 3,933.00 3,509.00	
	22 Mbps Month-to-Month One Year Three Years Five Years	795.00 0.00 0.00 0.00	4,659.00 4,477.00 4,114.00 3,630.00	
	DS3 (44.736 Mbps) Month-to-Month One Year Three Years Five Years	795.00 0.00 0.00 0.00	5,082.00 4,780.00 4,356.00 3,872.00	

²⁷ Applies in lieu of service charges found elsewhere in this Price List or other Company price lists/tariffs.

14. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)	IL ACCESS		
14.2 <u>Frame Relay Service</u> (Cont'd)			
14.2.12 Rates and Charges (Cont'd)			
,			
	Nonrecurring	Monthly	
(B) Port Only	Charge 28	<u>Rate</u>	
(B) POR Only			
(1) UNI Port Only ²⁹ , each			
56 Kbps			
Month-to-Month	\$ 95.00	\$ 61.00	
One Year	0.00	58.00	
Three Years	0.00	51.00	
Five Years	0.00	45.00	
128 Kbps			
Month-to-Month	150.00	107.00	
One Year	0.00	101.00	
Three Years	0.00	94.00	
Five Years	0.00	83.00	
256 Kbps			
Month-to-Month	150.00	167.00	
One Year	0.00	160.00	
Three Years	0.00	152.00	
Five Years	0.00	140.00	
384 Kbps			
Month-to-Month	150.00	212.00	
One Year	0.00	204.00	
Three Years	0.00	189.00	
Five Years	0.00	172.00	
DS1 (1.536 Mbps)			
Month-to-Month	295.00	327.00	
One Year	0.00	315.00	
Three Years	0.00	297.00	
Five Years	0.00	276.00	

²⁸ Applies in lieu of service charges found elsewhere in this Price List or other Company price lists/tariffs.

²⁹ Refer to 14.2.3(B) for the regulations associated with Port Only digital access facilities.

4. ADVANCED COMMUNICATIONS NETWORKS (Cont'd)			
14.2 Frame Relay Service (Cont'd)	,		
···· (conta)			
14.2.12 Rates and Charges (Cont'd)			
		NA (1)	
	Nonrecurring	Monthly	
(B) Port Only (Cont'd)	Charge 30	<u>Rate</u>	
(b) For only (some a)			
(1) UNI Port Only ³¹ , each (Cont'd)			
4 Mbps			
Month-to-Month	\$ 395.00	\$ 908.00	
One Year	0.00	878.00	
Three Years	0.00	787.00	
Five Years	0.00	726.00	
6 Mbps			
Month-to-Month	395.00	968.00	
One Year	0.00	938.00	
Three Years	0.00	847.00	
Five Years	0.00	787.00	
10 Mbps			
Month-to-Month	395.00	1,029.00	
One Year	0.00	999.00	
Three Years	0.00	908.00	
Five Years	0.00	847.00	
22 Mbps			
Month-to-Month	395.00	1,089.00	
One Year	0.00	1,059.00	
Three Years	0.00	968.00	
Five Years	0.00	908.00	
D00 (44 700 Mb)			
DS3 (44.736 Mbps)	205.00	1 010 00	
Month-to-Month	395.00	1,210.00	
One Year	0.00	1,150.00	
Three Years Five Years	0.00	999.00	
rive teals	0.00	938.00	

³⁰ Applies in lieu of service charges found elsewhere in this Price List or other Company price lists/tariffs.

³¹ Refer to 14.2.3(B)(1) for the regulations associated with Port Only digital access facilities.

FACILITIES FOR INTRASTA	TE ACCESS		
ADVANCED COMMUNICATIONS NETWORKS (Cont'd)			
14.2 Frame Relay Service (Cont'd)			
14.2.12 Rates and Charges (Cont'd)			
(
	Nonrecurring	Monthly	
	Charge 32	<u>Rate</u>	
(B) Port Only (Cont'd)			
(2) Private NNI Port Only 33, each			
384 Kbps			
Month-to-Month	\$ 150.00	\$ 212.00	
One Year	0.00	204.00	
Three Years	0.00	189.00	
Five Years	0.00	172.00	
DS1 (1.536 Mbps)			
Month-to-Month	295.00	327.00	
One Year	0.00	315.00	
Three Years	0.00	297.00	
Five Years	0.00	276.00	
DS3 (44.736Mbps)			
Month-to-Month	395.00	1,210.00	
One Year	0.00	1,150.00	
Three Years	0.00	999.00	
Five Years	0.00	938.00	

³² Applies in lieu of service charges found elsewhere in this Price List or other Company price lists/tariffs.

³³ Refer to 14.2.3(B)(1) for the regulations associated with Port Only digital access facilities.

14.2 Frame Relay Service (Cont'd) 14.2.12 Rates and Charges (Cont'd) (C) PVC CIR, per PVC (1) Intrazone Monthly Rate 4 Kbps \$ 5.00 8 Kbps 7.00 16 Kbps 8.00 28 Kbps 9.00 32 Kbps 10.00 42 Kbps 13.00 42 Kbps 15.00 64 Kbps 15.00 64 Kbps 19.00 96 Kbps 26.00 128 Kbps 33.00 192 Kbps 33.00 192 Kbps 44.00 256 Kbps 51.00 288 Kbps 51.00 288 Kbps 58.00 384 Kbps 58.00 576 Kbps 79.00 768 Kbps 79.00 768 Kbps 79.00	14.	ADVANCED COMMUNICATIONS NETWORKS (Cont'd)	
(C) PVC CIR , per PVC (1) Intrazone		14.2 <u>Frame Relay Service</u> (Cont'd)	
(1) Intrazone Monthly Rate 4 Kbps \$ 5.00 8 Kbps 7.00 16 Kbps 8.00 28 Kbps 9.00 32 Kbps 10.00 42 Kbps 13.00 48 Kbps 15.00 64 Kbps 19.00 96 Kbps 26.00 128 Kbps 33.00 192 Kbps 44.00 256 Kbps 51.00 288 Kbps 58.00 384 Kbps 65.00 512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00		14.2.12 Rates and Charges (Cont'd)	
4 Kbps \$ 5.00 8 Kbps 7.00 16 Kbps 8.00 28 Kbps 9.00 32 Kbps 10.00 42 Kbps 13.00 48 Kbps 15.00 64 Kbps 19.00 96 Kbps 26.00 128 Kbps 33.00 192 Kbps 33.00 192 Kbps 58.00 256 Kbps 51.00 288 Kbps 58.00 384 Kbps 58.00 576 Kbps 79.00 768 Kbps 79.00		(C) PVC CIR, per PVC	
8 Kbps 7.00 16 Kbps 8.00 28 Kbps 9.00 32 Kbps 10.00 42 Kbps 13.00 48 Kbps 15.00 64 Kbps 19.00 96 Kbps 26.00 128 Kbps 33.00 192 Kbps 44.00 256 Kbps 51.00 288 Kbps 58.00 384 Kbps 65.00 512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00		(1) Intrazone	Monthly Rate
8 Kbps 7.00 16 Kbps 8.00 28 Kbps 9.00 32 Kbps 10.00 42 Kbps 13.00 48 Kbps 15.00 64 Kbps 19.00 96 Kbps 26.00 128 Kbps 33.00 192 Kbps 44.00 256 Kbps 51.00 288 Kbps 58.00 384 Kbps 65.00 512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00		4 Kbps	\$ 5.00
16 Kbps 8.00 28 Kbps 9.00 32 Kbps 10.00 42 Kbps 13.00 48 Kbps 15.00 64 Kbps 19.00 96 Kbps 26.00 128 Kbps 33.00 192 Kbps 44.00 256 Kbps 51.00 288 Kbps 58.00 384 Kbps 65.00 512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00			
28 Kbps 9.00 32 Kbps 10.00 42 Kbps 13.00 48 Kbps 15.00 64 Kbps 19.00 96 Kbps 26.00 128 Kbps 33.00 192 Kbps 44.00 256 Kbps 51.00 288 Kbps 58.00 384 Kbps 65.00 512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00			
32 Kbps 10.00 42 Kbps 13.00 48 Kbps 15.00 64 Kbps 19.00 96 Kbps 26.00 128 Kbps 33.00 192 Kbps 44.00 256 Kbps 51.00 288 Kbps 58.00 384 Kbps 65.00 512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00			
42 Kbps 13.00 48 Kbps 15.00 64 Kbps 19.00 96 Kbps 26.00 128 Kbps 33.00 192 Kbps 44.00 256 Kbps 51.00 288 Kbps 58.00 384 Kbps 65.00 512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00			
48 Kbps 15.00 64 Kbps 19.00 96 Kbps 26.00 128 Kbps 33.00 192 Kbps 44.00 256 Kbps 51.00 288 Kbps 58.00 384 Kbps 65.00 512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00			
64 Kbps 19.00 96 Kbps 26.00 128 Kbps 33.00 192 Kbps 44.00 256 Kbps 51.00 288 Kbps 58.00 384 Kbps 65.00 512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00			15.00
96 Kbps 26.00 128 Kbps 33.00 192 Kbps 44.00 256 Kbps 51.00 288 Kbps 58.00 384 Kbps 65.00 512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00			
128 Kbps 33.00 192 Kbps 44.00 256 Kbps 51.00 288 Kbps 58.00 384 Kbps 65.00 512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00			26.00
192 Kbps 44.00 256 Kbps 51.00 288 Kbps 58.00 384 Kbps 65.00 512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00			33.00
288 Kbps 58.00 384 Kbps 65.00 512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00			44.00
384 Kbps 65.00 512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00		256 Kbps	51.00
512 Kbps 73.00 576 Kbps 79.00 768 Kbps 85.00		288 Kbps	58.00
576 Kbps 79.00 768 Kbps 85.00		384 Kbps	65.00
576 Kbps 79.00 768 Kbps 85.00		512 Kbps	73.00
768 Kbps 85.00			79.00
		1152 Kbps	97.00
1536 Kbps 109.00		1536 Kbps	109.00

14. <u>ADVANCED COM</u>	MMUNICATIONS NETWORKS (Cont'd)	
14.2 Frame Re	lay Service (Cont'd)	
14.2.12 <u>R</u>	ates and Charges (Cont'd)	
(0	C) PVC CIR, per PVC (Cont'd)	
	(1) Intrazone (Cont'd)	Monthly Rate
	2 Mbps 3 Mbps 4 Mbps 5 Mbps 6 Mbps 7 Mbps 8 Mbps 9 Mbps 10 Mbps 11 Mbps 12 Mbps 13 Mbps 14 Mbps 15 Mbps 15 Mbps 16 Mbps 16 Mbps 17 Mbps 17 Mbps 18 Mbps 18 Mbps 19 Mbps 20 Mbps 21 Mbps	\$116.00 121.00 145.00 172.00 198.00 226.00 251.00 277.00 303.00 322.00 341.00 361.00 380.00 399.00 419.00 438.00 458.00 476.00 496.00 516.00
	22 Mbps (2) Multi-jurisdictional PVC ³⁴	535.00
(D)	PVC CIR Optional Feature, per PVC (1) Frame Relay to ATM Service Internetworking	No Charge
		Nonrecurring <u>Charge</u> 35
(E)	Subsequent PVC CIR Charge, each	\$20.00

³⁴ A Multi-jurisdictional PVC falls under federal jurisdiction and the PVC CIR rates, rules and regulations from the Company's FCC Frame Relay tariffs are applicable.

³⁵ Applies in lieu of service charges found elsewhere in this Price List or other Company price lists/tariffs.

(F)

FACILITIES FOR INTRASTATE ACCESS

14. <u>ADVANCED COMMUNICATIONS NETWORKS</u> (Cont'd)

14.2 Frame Relay Service (Cont'd)

14.2.12 Rates and Charges (Cont'd)

Nonrecurring Charge ³⁶

(F) Backup UNI, Per Activation \$ 200.00

(G) Software Change Charge, Per Order, Per UNI or Private NNI

30.00

14.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)

14.3.1 <u>Service Description</u>

Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) is a telecommunications transport and switching service that provides for high-speed connectivity between Customer Designated Locations (CDLs), where conditions and facilities permit. ATM CRS consists of a User Network Interface (UNI) available in various configurations including Port With Access Line Connection and Port Only Connection, with either incremental or full bandwidth.

The UNI Port With Access Line Connection is a dedicated digital line that provides a link from the CDL to one of the Company's ATM CRS hubs¹. UNIs are also provisioned as a Port Only Connection as defined in 14.3.2(B).

ATM CRS is a fast-packet, cell-based technology that can support user applications requiring high-bandwidth, high-performance transport and switching. This connectivity is provided via Permanent Virtual Circuits (PVCs) and/or Switched Virtual Circuits (SVCs) that are implemented over access facilities and switches that are dedicated to high-speed telecommunications services.

UNIs, Port Only Connections, PVCs and SVCs are further described in 14.3.2.

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Boise, Idaho

³⁶ Applies in lieu of service charges found elsewhere in this Price List or other Company price lists/tariffs.

14. ADVANCED COMMUNICATIONS NETWORKS

14.3 <u>Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)</u> (Cont'd)

14.3.2 Service Components

The major components of ATM CRS are:

- (A) UNI Port With Access Line Connection
- (B) Port Only Connection
- (C) Permanent Virtual Circuit (PVC)
- (D) Switched Virtual Circuit (SVC)
- (E) Effective Bandwidth
- (A) User Network Interface (UNI) Port With Access Line Connection

UNI Port With Access Line Connections, which are available at the DS1, DS3, OC3c, and OC12c levels, provide dedicated transport between the CDL and an ATM CRS hub. There are two types of UNIs: Full and Incremental. The Full UNI includes all available bandwidth in one data rate, and the Incremental UNI is sold and provisioned with PVC and/or SVC bandwidth increments. The DS1 UNI is not offered in increments.

In order for Customer traffic to be carried on the network, each Incremental UNI requires at least one 5 Mbps increment of either PVC or SVC bandwidth. The Customer may elect to subscribe to multiple PVCs. This feature is established over the UNI via connection identifiers, which enables the Customer to have virtual connections to various locations.

UNIs are provided at nominal data rates of 1.544 Mbps (DS1), 44.736 Mbps (DS3), 155.52 Mbps (OC3c), or 622 Mbps (OC12c). OC3c and OC12c are provided as a concatenated signal in STS-3c and STS-12c (Synchronous Transport Signal) formats, respectively. The actual throughput into CRS is less than the line rate for the UNI provided.

The rates and charges for a UNI are differentiated by the capacity of the UNI, the location where the UNI originates (i.e., Customer designated location) and mileage ranges (expressed as tiers) associated with extending the UNI to the wire center designated by the Company as the ATM CRS buth

14. ADVANCED COMMUNICATIONS NETWORKS

14.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) (Cont'd)

14.3.2 Service Components (Cont'd)

(A) User Network Interface (UNI) Port With Access Line Connection (Cont'd)

The OC3c and OC12c UNI Port With Access Line Connections are provisioned on either Protected or Protected Diverse Synchronous Optical Network (SONET) facilities. SONET is a standards-based fiber optic communication network that transports both asynchronous and synchronous digital signals using the Synchronous Transport Signal (STS) format. ATM OC3c and OC12c Protected SONET UNI Port With Access Line Connections are provisioned over SONET as a survivable service with a non-diverse alternate facility between the central office and the Customer premises. ATM OC3c and OC12c Protected Diverse SONET UNI Port With Access Line Connections are provisioned over SONET as a survivable service with an alternate and diverse path between the ATM CRS hub and the Customer premises. DS3, OC3c, OC12c and other interfaces, both electrical and optical, are supported and defined to the technical specifications set forth in 14.3.3.

(B) Port Only Connection

Port Only Connections can be established as User to Network Interface (UNI) arrangements. UNI Port Only connection provides an ATM Cell Relay Network connection based on the port connection speeds of DS1, DS3, OC3c and OC12c. The ATM port speed will be consistent with the channel speed of the access channel. The actual throughput of Customer traffic cannot exceed the bandwidth of the access channel and port speed.

UNI Port Only Connections are available as either Incremental or Full. This refers to the bandwidth that is required to provision PVCs on the port. Incremental ports come with no bandwidth and bandwidth is purchased in increments based on Customer bandwidth requirements. Full ports come with all bandwidth included up to the maximum data rate of the port. Each port can accommodate multiple PVCs or SVCs depending on the bandwidth purchased. UNI Port Only is available on a One (1), Two (2), Three (3) and Five (5) year Extended Service Plan (ESP).

Customers may access Port Only Connections via Company-provided digital access facilities or via facilities provided by another carrier. When access facilities are provided by the Company, the associated regulations, rates and charges from this Price List shall apply in addition to the regulations, rates and charges associated with ATM CRS. Company-provided access facilities may also be provisioned on an Individual Case Basis (ICB) where access facilities are not generally available under the applicable Price List. Interconnection charges to connect access line services provided by the Company or another carrier may apply and will be billed separately. Any special construction or nonstandard charges assessed by the carrier supplying the access facilities will be the responsibility of the Customer.

14. ADVANCED COMMUNICATIONS NETWORKS

14.3 <u>Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)</u> (Cont'd)

14.3.2 Service Components (Cont'd)

(C) Permanent Virtual Circuit (PVC)

The PVC defines a virtual connection between the CDL and the Company's ATM CRS hub across a UNI. Each UNI requires at least one PVC in order for Customer traffic to traverse the network. Each ATM cell carries a unique tag which identifies that ATM CRS cell as belonging to a particular PVC. A PVC is a logical channel connecting two or more CDLs with virtual connections through a Company provided ATM CRS switch(es). The PVCs may be provided on a point-to-point or point-to-multipoint basis. When a PVC is provided as a point-to-point virtual connection, transmission is bi-directional allowing for ATM CRS cells to be transmitted or received over the same PVC. For point-to-multipoint virtual connections, transmission is provided as transmit only. The virtual connection is set up by the Company, based on information contained on a service order, rather than by dial-up signaling.

PVCs consist of two types: Virtual Channel Connections (VCCs) and Virtual Path Connections (VPCs). A VCC is a type of PVC with independent identity and defined service parameters that are provisioned via service order, and cannot be altered by the Customer without additional service order activity. A VPC is a type of PVC with defined service parameters that is provisioned via service order. Customers may provision their own virtual channels within the VPC, provided that the sum of the service parameters of all of the virtual channels does not exceed the aggregate service parameters of the VPC.

14. ADVANCED COMMUNICATIONS NETWORKS

14.3 <u>Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)</u> (Cont'd)

14.3.2 Service Components (Cont'd)

(D) Switched Virtual Circuit (SVC)

SVCs are similar in structure to PVCs, but SVCs are provisioned on demand by Customer premises equipment that signals the ATM cell relay network to set up and tear down logical connections. The network will respond to these requests by provisioning a virtual connection across the network based on the class of service parameters requested, provided that sufficient network resources are available to establish the connection. Each UNI that is SVC signal enabled will be provided with a SVC International Code Designator (ICD) prefix that will uniquely identify the UNI. Customers must use this Company assigned prefix when requesting SVC virtual connections across the Company Cell Relay Network. Each Constant Bit Rate (CBR) and Variable Bit Rate (VBR) SVC will be limited to a maximum Peak Cell Rate of 20 Mbps and a maximum Sustained Cell Rate of 20 Mbps.

Closed User Group (CUG) capability is a feature associated with SVCs. A CUG provides the ability to contain SVC calls between certain UNIs. A CUG functionally groups UNIs into logical associations and allows calling privileges to be specified network wide. A CUG provides a network-wide mechanism for access control. CUGs provide a logical grouping of UNIs, creating a SVC community of interest.

(E) Effective Bandwidth

Effective bandwidth is the bandwidth reserved for each logical connection (PVC or SVC) that is set up across a UNI. It is based on the Peak Cell Rate (PCR), Sustained Cell Rate (SCR), Maximum Burst Size¹, and the class of service parameters selected, i.e., CBR, VBRrt (Variable Bit Rate real time), VBRnrt (Variable Bit Rate non-real time), or UBR (Unspecified Bit Rate). The total effective bandwidth of all the logical connections on a UNI cannot exceed the total bandwidth available on the UNI. Effective bandwidth prices do not vary by class of service level selected. However, effective bandwidth is consumed in varying degrees based on the class of service parameters selected. The higher the class of service, the more bandwidth will be reserved. A CBR PVC with the same PCR as a VBR PVC will reserve more effective bandwidth.

14. ADVANCED COMMUNICATIONS NETWORKS

14.3 <u>Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)</u> (Cont'd)

14.3.3 Technical Specifications

The technical specifications for ATM CRS are delineated in Technical References TR-NWT-001112, GR-1110-CORE, GR-1248-CORE, and SR-3330.

The technical specifications for DS1 and DS3 signals are delineated in TR-INS-000342.

The technical specifications for OC3c and OC12c signals are delineated in GR-253-CORE, Issue 2.

The technical specifications for UNIs are delineated in ATM Forum ATM User Network Interface Specifications V3.0, af-uni-0010.001, and V3.1, af-uni-0010.002. Interface specifications for Customer-provided ATM CRS compatible premises equipment or devices must also be in accordance with the specifications defined in these documents.

14.3.4 Provision of Service

ATM CRS includes:

- (A) At least one UNI Port With Access Line or Port Only which has a maximum nominal capacity for either DS1 (1.544Mbps), DS3 (45 Mbps), OC3c (155 Mbps), or OC12c (622 Mbps). The OC3c and OC12c UNIs are provisioned over Protected or Protected Diverse SONET. The Protected and Protected Diverse SONET facilities provide a backup facility that automatically switches in the event of a failure on the primary facility.
- (B) Unlimited usage on purchased bandwidth.
- (C) Incremental UNIs must have at least one increment of effective bandwidth (either PVC or SVC) in order for traffic to traverse the network. The DS1, DS3, OC3c, and OC12c Full UNIs are equipped with the full effective bandwidth.

14. ADVANCED COMMUNICATIONS NETWORKS

14.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) (Cont'd)

14.3.4 Provision of Service (Cont'd)

ATM CRS includes: (Cont'd)

- (D) Either one or more PVCs. When PVC bandwidth is purchased, one or more PVCs must be selected for Customer traffic to traverse the network.
- (E) Two types of PVCs, (i) Virtual Channel Connections (VCCs) and (ii) Virtual Path Connections (VPCs), which support the following Classes of Service:
 - (1) Constant Bit Rate (CBR)
 - (2) Variable Bit Rate real time (VBRrt)
 - (3) Variable Bit Rate non-real time (VBRnrt)
 - (4) Unspecified Bit Rate (UBR)

14.3.5 <u>Tier Structure for Local Serving Offices</u>

Wire centers that provide ATM CRS have been designated by the Company as ATM hubs. Each local serving office has been placed in a Tier 1, 2 or 3, based on its location relative to the closest ATM hub.

14.3.6 Service Functionality

The ATM CRS functionality consists of transporting 53-byte cells of information from CDL to a Company ATM hub over a UNI. The traffic is routed in the switch to another UNI or other suitable network connection.

14. ADVANCED COMMUNICATIONS NETWORKS

14.3 <u>Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)</u> (Cont'd)

14.3.7 <u>Class of Service Parameters</u>

- (A) Constant Bit Rate (CBR)
 - Peak/Sustained Cell Rate: Customer specified in increments of 64 Kbps up to the maximum speed of the UNI.
 - (2) Non-conforming cells: Discarded
 - (3) Cell Delay Variation Tolerance (CDVT):

DS1 = 600 microseconds

DS3 = 600 microseconds

OC3c = 600 microseconds

OC12c = 600 microseconds

- (B) Variable Bit Rate (VBR) Real Time/Non-Real Time
 - Sustained Cell Rate (SCR): Customer specified in increments of 64 Kbps up to the maximum speed of the UNI.
 - (2) Peak Cell Rate (PCR): Customer selectable in increments of 64 Kbps up to line rate. Default is 200% of SCR for VCs. (The ratio of PCR to SCR will be signaled by CPE for SVCs. Therefore, there is no default value.)
 - (3) Non-conforming cells: Discarded
 - (4) Cell Delay Variation Tolerance (CDVT):

DS1 = 600 microseconds

DS3 = 600 microseconds

OC3c = 600 microseconds

OC12c = 600 microseconds

14. ADVANCED COMMUNICATIONS NETWORKS

14.3 <u>Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)</u> (Cont'd)

14.3.8 Conditions

(A) ATM CRS is available where facilities and conditions permit. For locations where the Customer requests ATM CRS, but digital, SONET facilities are not available, special construction charges may apply.

(B) Maintenance Window

To meet the Customers' requirements, occasional network upgrades must be performed. These network upgrades are needed to provide improved performance and new features. Generally these upgrades will be performed between the hours of 11 PM and 8 AM. Network upgrades are planned to provide Customers reasonable and timely notification in order to minimize any impact on the Customers' service.

(D) Responsibility of the Customer

The Customer must provide the necessary compatible premises equipment or ATM CRS device capable capable of interfacing with the Company's ATM CRS.

(E) Responsibility of the Company

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

ATM CRS is supported by the Company's Single Point of Contact (SPOC) center, which provides continuous support for ATM CRS 24 hours per day, seven days per week (24x7) with the ability to manage all of the Customer's ATM CRS as a single network. The SPOC performs maintenance, trouble resolution and network management functions on a 24x7 basis. Service order processing and network installation functions are performed only during normal business hours.

14. ADVANCED COMMUNICATIONS NETWORKS

14.3 <u>Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)</u> (Cont'd)

14.3.9 Application of Rates and Charges

(A) Rate Elements

The following rate elements are applicable to ATM CRS:

- (1) User Network Interfaces (UNIs) Port With Access Line Connection
- (2) User Network Interfaces (UNIs) Port Only Connection
- (3) Permanent Virtual Circuits (PVCs)
- (4) Effective Bandwidth for Incremental UNIs
- (5) Closed User Groups (CUG)
- (6) Administrative Charge
- (1) User Network Interfaces (UNIs) Port With Access Line Connection

A monthly rate applies on a per Port With Access Line basis, based on the speed (i.e., DS1, DS3, OC3c or OC12c) and/or type (i.e., Full or Incremental, SONET, Protected or Protected Diverse) of the access connection. UNI Port and Access is offered as a One (1), Two (2), Three (3) and Five year Extended Service Plan (ESP). No nonrecurring charges apply.

(2) User Network Interfaces (UNIs) Port Only Connection

A monthly rate applies on a per Port Only basis, based on the speed (i.e., DS1, DS3, OC3c or OC12c) and/or type (i.e., Full or Incremental) of the port only connection. UNI Port Only is offered as a one-year, three-year or five-year Extended Service Plan (ESP). No nonrecurring charges apply.

14. ADVANCED COMMUNICATIONS NETWORKS

14.3 <u>Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)</u> (Cont'd)

14.3.9 Application of Rates and Charges (Cont'd)

- (A) Rate Elements (Cont'd)
 - (3) Permanent Virtual Circuits (PVCs)

A nonrecurring charge applies per order for Virtual Channel Connection (VCC) or Virtual Path Connection (VPC). PVCs are ordered per UNI. If multiple UNIs are involved, a nonrecurring charge will apply to each UNI Port on which the virtual connections will reside. The nonrecurring charge does not apply when PVCs are installed at the same time as the respective UNIs.

(4) Effective Bandwidth for Incremental UNIs

A monthly rate applies for incremental UNIs for CBR or VBR PVC and SVC bandwidth at 5 Mbps for DS1, DS3, or OC3c and at 15 Mbps for OC12c. A monthly rate also applies for incremental UNIs for UBR PVC and SVC bandwidth for DS3, OC3c and OC12c. No nonrecurring charges apply.

The monthly rate for PVC and/or SVC UBR bandwidth will be waived when the combined VBR and CBR effective bandwidth purchased (either SVC or PVC or any combination) is equal to at least 50% of the effective bandwidth capacity of the UNI. When UBR bandwidth is made available, it is available for both PVCs and SVCs. No nonrecurring charges apply.

(5) Closed User Groups (CUG)

A nonrecurring charge applies per order and per UNI for each CUG established and for each subsequent CUG member added to a CUG. The nonrecurring charge does not apply when a CUG is installed at the same time as the respective UNI.

14. ADVANCED COMMUNICATIONS NETWORKS

- 14.3 <u>Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)</u> (Cont'd)
 - 14.3.9 Application of Rates and Charges (Cont'd)
 - (A) Rate Elements (Cont'd)
 - (6) Administrative Charge

A nonrecurring charge applies (per order, per UNI) when the customer initiates a change to one or more of the following: UNI bandwidth, PVCs, class of service parameters, and/or other service parameters that do not require changes in physical facilities and that can be provisioned by the Company without the dispatch of a technician to the customer location. For each service order issued, the charge will be one Administrative Charge regardless of the number of changes made. The Administrative Charge does not apply for those items ordered on the same service order with the installation of a UNI.

(B) Minimum Period

The minimum period for ATM CRS is one (1) month.

- (C) Extended Service Plan (ESP)
 - (1) The ATM CRS UNI Port and Access, and UNI Port Only.
 - (2) Term commitments of One (1), Two (2), Three (3), and Five (5) years are available to all Customers at the applicable rates set forth in 14.3.10, regardless of when they subscribe to a ESP arrangement. Rate elements must be ordered under the same ESP period.
 - (3) Termination Liability

In the event ATM CRS is terminated by the Customer prior to completion of the initial term commitment period, Termination Liability charges, as set forth in General Regulations, 2.4.5 in this Price List, will apply.

14. ADVANCED COMMUNICATIONS NETWORKS

14.3 Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) (Cont'd)

14.3.9 <u>Application of Rates and Charges</u> (Cont'd)

(D) Moves

When the Customer requests a move or relocation of the UNI, the move or relocation will be treated as a termination of the existing service and the establishment of a new service.

(E) Special Facilities Routing

The Customer may request that the facilities used to provide ATM CRS be specially routed. Additional charges will apply based on cost.

(F) Acceptance Testing

Upon the Customer's request at the time of installation, the Company will cooperatively test for no additional charge. Acceptance tests will include tests for the parameters applicable to the service as specified in the order for service

14.3.10 Rates and Charges (A) User Network Interfaces (UNIs) Port With Access Line Connection One-Year Two-Year Three-Year Five-Year Term (1) DS1, each, per month Full Tier 1 (0 to 5 Miles) \$805.00 \$765.00 \$684.00 \$644.00 Tier 2 (Over 5 to 25 Miles) 805.00 765.00 684.00 644.00 Tier 3 (Over 25 to 50 Miles) 805.00 765.00 684.00 644.00 (2) DS3, each, per month Full Tier 1 (0 to 5 Miles) 3,060.00 \$3,857.00 3,451.00 3,247.00 Tier 2 (Over 5 to 25 Miles) 4,776.00 4,538.00 4,060.00 3,821.00 Tier 3 (Over 25 to 50 Miles) 5,731.00 5,444.00 4,872.00 4,585.00 Incremental Tier 1 (0 to 5 Miles) 3,407.00 \$3,235.00 2,895.00 2,725.00			ATIONS NETWORKS ansfer Mode (ATM) Cell Relay	Service (CRS)	(Cont'd)				
(A) User Network Interfaces (UNIs) Port With Access Line Connection One-Year Term Term Term Term Term Term (1) DS1, each, per month Full Tier 1 (0 to 5 Miles) \$805.00 \$765.00 \$684.00 \$644.00 Tier 2 (Over 5 to 25 Miles) 805.00 765.00 684.00 644.00 Tier 3 (Over 25 to 50 Miles) 805.00 765.00 684.00 644.00 (2) DS3, each, per month Full Tier 1 (0 to 5 Miles) 3,060.00 \$3,857.00 3,451.00 3,247.00 Tier 2 (Over 5 to 25 Miles) 4,776.00 4,538.00 4,060.00 3,821.00 Tier 3 (Over 25 to 50 Miles) 5,731.00 5,444.00 4,872.00 4,585.00 Incremental Tier 1 (0 to 5 Miles) 3,407.00 \$3,235.00 2,895.00 2,725.00		chronous Transfer Mode (ATM) Cell Relay Service (CRS) (Cont'd)							
One-Year Term Tow-Year Three-Year Term Term (1) DS1, each, per month Full Tier 1 (0 to 5 Miles) \$805.00 \$765.00 \$684.00 \$644.00 Tier 2 (Over 5 to 25 Miles) 805.00 765.00 684.00 644.00 Tier 3 (Over 25 to 50 Miles) 805.00 765.00 684.00 644.00 (2) DS3, each, per month Full Tier 1 (0 to 5 Miles) 3,060.00 \$3,857.00 3,451.00 3,247.00 Tier 2 (Over 5 to 25 Miles) 4,776.00 4,538.00 4,060.00 3,821.00 Tier 3 (Over 25 to 50 Miles) 5,731.00 5,444.00 4,872.00 4,585.00 Incremental Tier 1 (0 to 5 Miles) 3,407.00 \$3,235.00 2,895.00 2,725.00	14.3.10	rates ar	iu Charges						
Term Term Term Term Term (1) DS1, each, per month Full Tier 1 (0 to 5 Miles) \$805.00 \$765.00 \$684.00 \$644.00 Tier 2 (Over 5 to 25 Miles) 805.00 765.00 684.00 644.00 Tier 3 (Over 25 to 50 Miles) 805.00 765.00 684.00 644.00 (2) DS3, each, per month Full Tier 1 (0 to 5 Miles) 3,060.00 \$3,857.00 3,451.00 3,247.00 Tier 2 (Over 5 to 25 Miles) 4,776.00 4,538.00 4,060.00 3,821.00 Tier 3 (Over 25 to 50 Miles) 5,731.00 5,444.00 4,872.00 4,585.00 Incremental Tier 1 (0 to 5 Miles) 3,407.00 \$3,235.00 2,895.00 2,725.00		(A) Use	er Network Interfaces (UNIs) Por	t With Access Lir	ne Connection				
Full Tier 1 (0 to 5 Miles) \$805.00 \$765.00 \$684.00 \$644.00 Tier 2 (Over 5 to 25 Miles) 805.00 765.00 684.00 644.00 Tier 3 (Over 25 to 50 Miles) 805.00 765.00 684.00 644.00 (2) DS3, each, per month Full Tier 1 (0 to 5 Miles) 3,060.00 \$3,857.00 3,451.00 3,247.00 Tier 2 (Over 5 to 25 Miles) 4,776.00 4,538.00 4,060.00 3,821.00 Tier 3 (Over 25 to 50 Miles) 5,731.00 5,444.00 4,872.00 4,585.00 Incremental Tier 1 (0 to 5 Miles) 3,407.00 \$3,235.00 2,895.00 2,725.00									
Tier 1 (0 to 5 Miles) \$805.00 \$765.00 \$684.00 \$644.00 Tier 2 (Over 5 to 25 Miles) 805.00 765.00 684.00 644.00 Tier 3 (Over 25 to 50 Miles) 805.00 765.00 684.00 644.00 (2) DS3, each, per month Full Tier 1 (0 to 5 Miles) 3,060.00 \$3,857.00 3,451.00 3,247.00 Tier 2 (Over 5 to 25 Miles) 4,776.00 4,538.00 4,060.00 3,821.00 Tier 3 (Over 25 to 50 Miles) 5,731.00 5,444.00 4,872.00 4,585.00 Incremental Tier 1 (0 to 5 Miles) 3,407.00 \$3,235.00 2,895.00 2,725.00		(1)	DS1, each, per month						
Tier 2 (Over 5 to 25 Miles) 805.00 765.00 684.00 644.00 Tier 3 (Over 25 to 50 Miles) 805.00 765.00 684.00 644.00 (2) DS3, each, per month Full Tier 1 (0 to 5 Miles) 3,060.00 \$3,857.00 3,451.00 3,247.00 Tier 2 (Over 5 to 25 Miles) 4,776.00 4,538.00 4,060.00 3,821.00 Tier 3 (Over 25 to 50 Miles) 5,731.00 5,444.00 4,872.00 4,585.00 Incremental Tier 1 (0 to 5 Miles) 3,407.00 \$3,235.00 2,895.00 2,725.00				\$ 805.00	\$ 765.00	\$ 684.00	\$ 644.00		
(2) DS3, each, per month Full Tier 1 (0 to 5 Miles) 3,060.00 \$3,857.00 3,451.00 3,247.00 Tier 2 (Over 5 to 25 Miles) 4,776.00 4,538.00 4,060.00 3,821.00 Tier 3 (Over 25 to 50 Miles) 5,731.00 5,444.00 4,872.00 4,585.00 Incremental Tier 1 (0 to 5 Miles) 3,407.00 \$3,235.00 2,895.00 2,725.00					·		644.00		
Full Tier 1 (0 to 5 Miles) 3,060.00 \$ 3,857.00 3,451.00 3,247.00 Tier 2 (Over 5 to 25 Miles) 4,776.00 4,538.00 4,060.00 3,821.00 Tier 3 (Over 25 to 50 Miles) 5,731.00 5,444.00 4,872.00 4,585.00 Incremental Tier 1 (0 to 5 Miles) 3,407.00 \$ 3,235.00 2,895.00 2,725.00			Tier 3 (Over 25 to 50 Miles)	805.00	765.00	684.00	644.00		
Tier 1 (0 to 5 Miles) 3,060.00 \$ 3,857.00 3,451.00 3,247.00 Tier 2 (Over 5 to 25 Miles) 4,776.00 4,538.00 4,060.00 3,821.00 Tier 3 (Over 25 to 50 Miles) 5,731.00 5,444.00 4,872.00 4,585.00 Incremental Tier 1 (0 to 5 Miles) 3,407.00 \$ 3,235.00 2,895.00 2,725.00		(2)	DS3, each, per month						
Tier 2 (Over 5 to 25 Miles) 4,776.00 4,538.00 4,060.00 3,821.00 Tier 3 (Over 25 to 50 Miles) 5,731.00 5,444.00 4,872.00 4,585.00 Incremental Tier 1 (0 to 5 Miles) 3,407.00 \$ 3,235.00 2,895.00 2,725.00			Full						
Tier 3 (Over 25 to 50 Miles) 5,731.00 5,444.00 4,872.00 4,585.00 Incremental Tier 1 (0 to 5 Miles) 3,407.00 \$ 3,235.00 2,895.00 2,725.00			,			,	3,247.00		
Incremental Tier 1 (0 to 5 Miles) 3,407.00 \$ 3,235.00 2,895.00 2,725.00				•	•	,	,		
Tier 1 (0 to 5 Miles) 3,407.00 \$ 3,235.00 2,895.00 2,725.00			Tier 3 (Over 25 to 50 Miles)	5,731.00	5,444.00	4,872.00	4,585.00		
			Incremental						
Tier 2 (Over 5 to 25 Miles) 4,007.00 3,807.00 3,407.00 3,205.00					. ,	,	2,725.00		
Tier 3 (Over 25 to 50 Miles) 4,808.00 4,568.00 4,088.00 3,847.00				•	•	,	3,205.00 3,847.00		

			ATIONS NETWORKS				
14.3	<u>Asynchr</u>	onous Tra	ansfer Mode (ATM) Cell Relay	Service (CRS)	(Cont'd)		
	14.3.10	Rates ar	nd Charges (Cont'd)				
		(A) Use	er Network Interfaces (UNIs) Por	t With Access Lir	ne Connection (Co	ont'd)	
				One-Year <u>Term</u>	Two-Year <u>Term</u>	Three-Year <u>Term</u>	Five-Year <u>Term</u>
		(3)	OC3c, each, per month				
			SONET				
			Full, Protected Tier 1 (0 to 5 Miles) Tier 2 (Over 5 to 25 Miles) Tier 3 (Over 25 to 50 Miles)	\$ 7,659.00 9,011.00 10,813.00	\$ 7,277.00 8,561.00 10,272.00	\$ 6,511.00 7,659.00 9,192.00	\$ 6,127.00 7,209.00 8,650.00
			Full, Protected Diverse Tier 1 (0 to 5 Miles) Tier 2 (Over 5 to 25 Miles) Tier 3 (Over 25 to 50 Miles)	9,353.00 11,003.00 13,204.00	8,886.00 10,453.00 12,544.00	7,951.00 9,353.00 11,224.00	7,482.00 8,803.00 10,563.00
			Incremental, Protected Tier 1 (0 to 5 Miles) Tier 2 (Over 5 to 25 Miles) Tier 3 (Over 25 to 50 Miles)	5,336.00 6,278.00 7,534.00	5,070.00 5,964.00 7,158.00	4,536.00 5,336.00 6,403.00	4,269.00 5,023.00 6,027.00
			Incremental, Protected Diverse Tier 1 (0 to 5 Miles) Tier 2 (Over 5 to 25 Miles) Tier 3 (Over 25 to 50 Miles)	7,030.00 8,271.00 9,924.00	6,679.00 7,856.00 9,428.00	5,976.00 7,030.00 8,436.00	5,624.00 6,617.00 7,940.00

ADVANCED COMMUNICATIONS NETWORKS				
14.3 Asynchronous Transfer Mode (ATM) Cell F	Relay Service (CRS)	(Cont'd)		
14.3.10 Rates and Charges (Cont'd)				
(A) User Network Interfaces (UNI	s) Port With Access Li	ine Connection (C	ont'd)	
	One-Year <u>Term</u>	Two-Year <u>Term</u>	Three-Year <u>Term</u>	Five-Year <u>Term</u>
(4) OC12c, each, per month				
SONET				
Full, Protected Tier 1 (0 to 5 Miles)	\$ 23,668.00	\$ 22,484.00	\$ 20,118.00	\$ 18,934.00
Tier 2 (Over 5 to 25 Miles Tier 3 (Over 25 to 50 Mile	27,844.00	26,452.00 31,742.00	23,668.00 28,401.00	22,275.00 26,730.00
Full, Protected Diverse	,			
Tier 1 (0 to 5 Miles)	25,604.00	24,323.00	21,764.00	20,483.00
Tier 2 (Over 5 to 25 Miles		28,615.00	25,604.00	24,098.00
Tier 3 (Over 25 to 50 Mile	s) 36,146.00	34,339.00	30,724.00	28,917.00
Incremental, Protected				
Tier 1 (0 to 5 Miles)	15,730.00	14,944.00	13,371.00	12,584.00
Tier 2 (Over 5 to 25 Miles		17,580.00	15,730.00	14,805.00
Tier 3 (Over 25 to 50 Mile		21,097.00	18,876.00	17,765.00
Incremental, Protected Di	verse			
Tier 1 (0 to 5 Miles)	17,666.00	16,783.00	15,016.00	14,133.00
Tier 2 (Over 5 to 25 Miles		19,744.00	17,666.00	16,627.00
Tier 3 (Over 25 to 50 Mile	s) 24,940.00	23,693.00	21,199.00	19,952.00

FACILITIES FOR INTRASTATE ACCESS											
14.	<u>ADVA</u>	NCED CO	<u>OMMUNIC</u>	ATIONS NETWORKS							
	14.3 <u>Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS)</u> (Cont'd)										
		14.3.10	Rates an	Rates and Charges (Cont'd)							
			(B) Use	er Network Interfaces (UNIs	s) Port Only Connection	on					
					One-Year <u>Term</u>	Two-Year <u>Term</u>	Three-Year <u>Term</u>	Five-Year <u>Term</u>			
			(1)	DS1, each, per month							
				Full	\$ 420.00	\$ 399.00	\$ 358.00	\$ 337.00			
			(2)	DS3, each, per month							
				Full	1,481.00	1,407.00	1,258.00	1,185.00			
				Incremental	712.00	677.00	605.00	570.00			
			(3)	OC3c, each, per month							
				Full	3,872.00	3,678.00	3,291.00	3,098.00			
				Incremental	1,139.00	1,081.00	968.00	911.00			
			(4)	OC12c, each, per month							
				Full	13,609.00	12,929.00	11,568.00	10,888.00			
				Incremental	4,270.00	4,057.00	3,6300.00	3,417.00			

[·	14.	<u>ADVA</u>	NCED CO	MMUNICA	ATIONS NETWORKS						
		14.3	Asynchr	Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) (Cont'd)							
			14.3.10	14.3.10 Rates and Charges (Cont'd)							
				(C) Peri	manent Virtual Circuits (PVCs), per order	Nonrecurring					
				(1)	Virtual Channel Connections (VCCs)	Charge 37					
					Constant Bit Rate (CBR) Variable Bit Rate real time (VBRrt) Variable Bit Rate non-real time (VBRnrt) Unspecified Bit Rate (UBR)	\$ 75.00 75.00 75.00 75.00					
				(2)	Virtual Path Connections (VPCs)						
					Constant Bit Rate (CBR) Variable Bit Rate real time (VBRrt) Variable Bit Rate non-real time (VBRnrt) Unspecified Bit Rate (UBR)	75.00 75.00 75.00 75.00					

³⁷ Applies per order and in lieu of service charges found elsewhere in this Price List or other Company price lists/tariffs. If multiple UNIs are involved, a nonrecurring charge will apply to each UNI Port on which the virtual connections will reside. The nonrecurring charge does not apply when PVCs are installed at the same time as the respective UNIs.

14. <u>ADVA</u>	NCED CO	MMUNIC	ATIONS NETWORKS	.,		
14.3	Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) (Cont'd)					
	14.3.10	Rates ar	d Charges (Cont'd)			
		(D) Effe	ective Bandwidth for Incremental UNIs	Monthly	Nonrecurring	
		(1)	CBR or VBR PVC Bandwidth	<u>Rate</u>	<u>Charge</u>	
			DS1, DS3, OC3c – 5 Mbps OC12c – 15 Mbps	\$ 97.00 242.00	N/A N/A	
		(2)	CBR or VBR SVC Bandwidth			
			DS1, DS3, OC3c – 5 Mbps OC12c – 15 Mbps	97.00 242.00	N/A N/A	
		(3)	UBR PVC and SVC Bandwidth, Bandwidth up to the UNI line rate			
			DS3 OC3c OC12c	484.00 1,452.00 4,840.00	N/A N/A N/A	
		(E) Clo	osed User Groups (CUG) 38, per order, per UNI			
		(1)	Each CUG	N/A	\$ 75.00	
		(2)	Each subsequent CUG member added to a CUG	N/A	75.00	
		(F) Adr	ninistrative Charge ³⁹ , per order	N/A	75.00	

³⁸ Applies per order, per UNI, and in lieu of service charges found elsewhere in this Price List or other Company price lists/tariffs. The nonrecurring charge does not apply when a CUG is installed at the same time as the respective UNI.

³⁹ Applies per order, per UNI, and in lieu of service charges found elsewhere in this Price List or other Company price lists/tariffs. The nonrecurring charge does not apply for those items ordered on the same service order with the installation of a UNI.