

SERVICE GUIDE

FOR

TC SYSTEMS, INC.

INTRASTATE LOCAL PRIVATE LINE SERVICES

IN THE STATE OF NEW YORK

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PREFACE

EXPLANATION OF SYMBOLS - Coding of Service Guide Revisions

Revisions to this Service Guide are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

- (C) Changed term, or change in text
- (D) Deleted text, discontinued rate, or discontinued term
- (I) Increased rate
- (N) New text
- (R) Rate reduction
- /n/ Moved text (where n is the next available footnote number)

Other marginal codes are used to direct the Service Guide reader to a footnote for specific information. These codes may appear beside the page revision number in the page header or in the right margin opposite specific text.

PREFACE

TRADEMARKS AND SERVICE MARKS

The following marks, to the extent, if any, used throughout this Service Guide, are trademarks or service marks of TC Systems, Inc.

Trademarks

NONE

Service Marks

NONE

CONCURRING CARRIERS, CONNECTING CARRIERS AND OTHER PARTICIPATING CARRIERS

Concurring Carriers:

Teleport Communications

Connecting Carriers:

None

Other Participating Carriers:

None

## PREFACE

TECHNICAL PUBLICATION INFORMATION

The issue and availability dates of the Technical Publications referenced in this Service Guide are as follows:

<u>Publication Number</u>	<u>Issue Date</u>	<u>Date Available to Public</u>
AS No. 1, Issue II	May 1984	May 1984
GR-334-CORE	June 1994	June 1994

Publication AS No. 1, Issue II may be obtained from the National Exchange Carrier Association, Inc., Director, Tariff and Regulatory Matters, 100 So. Jefferson Road, Whippany, NJ 07981. Publication GR-334-CORE may be obtained from Bell Core, 8 Corporate Place, Piscataway, NJ 08854, and the FCC's commercial contractor.

## PREFACE

EXPLANATION OF ABBREVIATIONS

BNA	Billing Name and Address
BP	Billing Percentage
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
CO	Central Office
FCC or F.C.C.	Federal Communications Commission
ICB	Individual Case Basis
IXC	Interexchange Carrier or Interexchange Common Carrier
LATA	Local Access and Transport Area
Mbps	Megabits per second
MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
PIU	Percent of Interstate Use
POI	Point of Interconnection
POT	Point of Termination
SWC	Serving Wire Center
U.S.	United States
USOC	Uniform Service Order Code
V&H	Vertical and Horizontal

PREFACE

DEFINITIONS

Affiliate

The term "Affiliate" denotes a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of 50 percent or more.

Business Day

The term "Business Day" denotes 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. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

Carrier or Common Carrier

The term Carrier or Common Carrier denotes a Local Exchange Carrier or Interexchange Carrier.

Central Office

See End Office.

Channelize

The term Channelize denotes the process of multiplexing/demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

Communications System

The term Communications System denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company

The term Company denotes TC Systems, Inc., which is the issuer of this Service Guide. TC Systems, Inc. may also be referred to as AT&T.

Customer(s)

The term Customer(s) denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this Service Guide.

## PREFACE

## DEFINITIONS (continued)

Customer Premises

The term Customer Premises denotes the premises designated or used by the Customer for the provision of Access Service.

End User

The term End User means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an End User when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller.

Individual Case Basis (ICB)

The term Individual Case Basis denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Service Guide are developed based on the circumstances in each case.

Interconnection Agreement

The term Interconnection Agreement denotes a lawful written agreement between the Company and a Local Exchange Carrier relating to the mutual termination of Local Traffic.

Interexchange Carrier (IXC) or Interexchange Common Carrier

The terms Interexchange Carrier (IXC) or Interexchange Common Carrier denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by fiber optics, wire or radio or any suitable technology or combination of technologies, between two or more exchanges.

Intermediate Carrier

The term Intermediate Carrier denotes another carrier with which the Company has made an arrangement under which the carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the carrier's tariff or Service Guide, as if all such services had been provided by the carrier.

PREFACE

DEFINITIONS (continued)

Interstate Communications

The term Interstate Communications denotes both interstate and foreign communications.

Intrastate Communications

The term Intrastate Communications denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Legal Holiday

The term Legal Holiday denotes a day other than a Saturday or Sunday for which the Company is normally closed.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier

The term Local Exchange Carrier denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in providing Local Exchange Service.

Local Exchange Service

The term Local Exchange Service denotes a service which provides for exchange telephone communication within a local calling area.

Local Traffic

For the purposes of this Service Guide, the term Local Traffic means calls that originate and terminate within the territory agreed to by the Company and a Customer in an Interconnection Agreement as the territory within which Calls subject to the reciprocal compensation provisions of the Interconnection Agreement are originated and terminated. Local Traffic shall also be subject to any other restrictions specified in an Interconnection Agreement.

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a Major Fraction Thereof would be any period of time in excess of 12 hours exactly.

## PREFACE

## DEFINITIONS (continued)

Percent of Interstate Use (PIU)

The term Percent of Interstate Use (PIU) denotes the percent of interstate usage on lines or trunks carrying interstate and intrastate calls.

Point of Interconnection (POI)

The term Point of Interconnection (POI) denotes a place where the Company's and a Customer's networks physically connect for the purpose of exchanging in the case of Private Line Services, traffic originated by or terminating to End Users.

Point of Termination (POT)

Any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location at a Customer Premises. Such wiring or cable will be installed by the Company.

Transmission Path

The Transmission Path denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

V and H Coordinates Method

The term V and H Coordinates Method denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center

The term Wire Center denotes a building in which one or more central offices, or access tandems are located.

1. APPLICATION OF SERVICE GUIDE

1.1 Application

1.1.1 General

This Service Guide contains regulations, rates and charges applicable to the provision of intrastate local Private Line Services provided to Customers by TC SYSTEMS, INC. hereinafter referred to as the Company.

The provision of such services by the Company as set forth in this Service Guide does not constitute a joint undertaking with the Customer for the furnishing of any service.

Each service is offered independent of the others unless otherwise noted. Service is offered via the Company's facilities or in combination with resold exchange services, intraLATA services or transmission facilities provided by other certificated carriers.

When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company or are used by another company as a part of the regulated or unregulated services offered by that Company, the regulations of the Company apply only to the use of the Company's services and facilities.

Unless the service description expressly provides otherwise, the services in this Service Guide are only available to Carriers.

The locations served by the Company and the services available are as set forth in Section 2.8.

## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

- A. The Company does not undertake to transmit messages under this Service Guide.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Service Guide.
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this Service Guide.

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## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.2 Limitations

Services offered herein are offered by the Company only under the terms of this Service Guide. Therefore, any purchase by the Customer of a Service or Services offered by the Company pursuant to this Service Guide shall be regarded as consent by the Customer to be held accountable for the obligations directed to a Customer under this Service Guide. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in the service guide of the Company, a month is considered to have 30 days.

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in the service guide of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company. Irrespective of whether or not a Customer signs a written service order or any other documents requested by the Company, the Customer nonetheless remains financially responsible for any Service or Services purchased under this Service Guide.

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order, this service guide and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

In any action between the parties to enforce any provision of this service guide or the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

The tariff or service guide of the Company shall be interpreted and governed by the laws of the State of New York without regard for its choice of laws provision.

## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.2 Limitations (continued)

##### A. Assignment or Transfer of Services

The Customer may assign or transfer the use of services provided under this Service Guide only where there is no interruption of use or relocation of the services. 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 services, and the unexpired portion of the minimum period and the termination liability applicable to such services, 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 services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from receipt of written notification.

All regulations and conditions contained in this Service Guide shall apply to such assignee or transferee.

The assignment or transfer of services 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.

## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.2 Limitations (continued)

##### B. Use and Restoration of Services

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

##### C. Reserved for Future Use

##### D. Resale and Sharing

Any service provided under the Company tariffs or service guides may be resold to or shared with other persons at the option of Customer, except as provided in Section 2.1.2.A.. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs or service guides of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Customers are responsible for obtaining all required authorization to provide telecommunications services on a resale or shared basis.

##### E. Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company tariffs or service guides. From each joint use arrangement, one member will be designated to the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.3 Liability

The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

The Company shall not be liable for the claims of vendors supplying equipment to Customers' of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.3 Liability (continued)

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.

The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of a Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company Service.

**THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

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## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.4 Provision of Services

All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.

The Company may undertake to use reasonable efforts to make available service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this service guide. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.

The Company shall not be responsible for the installation, operation, or maintenance of any customer provided communications equipment. Where such equipment is connected to the services furnished pursuant to this service guide, the responsibility of the Company shall be limited to the furnishing of services offered under this service guide and to the maintenance and operation of such services; the Company shall not be responsible for:

The transmission of signals by customer provided equipment or for the quality of, or defects in, such transmission; or

The reception of signals by customer provided equipment.

Where economically feasible, the Company shall, directly or through third parties, use reasonable efforts to obtain and maintain rights-of-way necessary for the installation of facilities used to provide Company Services. Except as otherwise provided herein, any and all costs associated with acquiring the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit the installation of Company-provided facilities, shall be borne entirely by the Customer. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way.

## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.5 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Company's Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or service guides of the other communications carriers which are applicable to such connections.

#### 2.1.6 Customer Equipment and Channels

##### A. General

A Customer may transmit or receive information or signals via the services provided by the Company.

##### B. Station Equipment

The Customer-provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.

The Customer, authorized user, or joint user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.6 Customer Equipment and Channels (continued)

##### C. Interconnection Provisions

Facilities furnished under this service guide may be connected to the Customer provided terminal equipment in accordance with the provisions of this service guide.

##### D. Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized user, or joint user is complying with the requirements set forth hereinafter for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any Company facilities used in providing service under this Service Guide. Such actions may include, without limitation:

- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range set forth in applicable sections of this Service Guide. 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 of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

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## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.8 Refusal and Discontinuance of Service

A. If a Customer fails to pay timely any amount required and such failure continues for ten (10) days after written notice thereof to the Customer, or if the Customer fails to comply with any other provision of this service guide and such noncompliance continues for thirty (30) days after written notice thereof to the Customer, then, as to the applicable services, the Company at its sole option may elect to pursue one or more of the following courses of action:

- require immediate payment of all future payments for service hereunder (discounted to present value at 6%),
- discontinue existing services, suspend existing services, or refuse to accept orders for additional services, and/or
- pursue any other remedies as may be provided at law or in equity. Company shall incur no liability for such discontinuance, suspension or refusal to accept orders, and/or.
- refuse to complete any pending service orders from the Customer.

B. If all or any significant portion of the fiber optic or other facilities or associated equipment used to provide the Services to the Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, the Company shall be entitled to elect to terminate service upon written notice to the Customer.

If all or any significant portion of the fiber optic or other facilities or associated equipment used to provide the Services to the Customer shall, in the Company's judgment, be made inoperable and beyond economically or technologically feasible repair, the Company shall promptly inform the Customer thereof in writing and the Company shall be entitled to elect to terminate service. Any repairs shall be at the Company's sole expense, except that if such casualty is caused by the willful misconduct or negligence of the Customer or by the Customer's noncompliance with its obligations under this Agreement, then such repairs shall be at the Customer's expense.

C. Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this service guide without incurring any liability.

## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.8 Refusal and Discontinuance of Service

- D. Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available at law or in equity or under any other provision of this service guide, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at 6%).
- E. If a Customer or Customer's End User fails to comply with 2.2.2 following, the Company may, on its own initiative or upon written request from a Customer, an End User or another Carrier, terminate service to any Customer or End User identified as having utilized service provided under this Service Guide in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its local exchange service tariffs or Service Guides.

In such instances when termination occurs pursuant to a request, the Company shall be indemnified, defended and held harmless by any Customer, End User or other Carrier requesting termination of service against any suit, claim, loss or damage, including punitive damages, attorney fees and court costs, arising from the Company's actions in terminating such service, unless caused by the Company's sole negligence.

## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.8 Refusal and Discontinuance of Service (continued)

- F. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the Customer fails to comply with 2.2.1 following, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.
- G. If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying Customer without further notice.
- H. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section 2.1.8.H, if the Company determines that a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or in part, of any of the Company's charges by:
- using or attempting to use service by rearranging, tampering with, or making connections not authorized by this Service Guide to the Company's service, or
  - using fraudulent means or devices, tricks, false or invalid numbers, false credit devices, or electronic devices, whether directed at the Company or others, or
  - using any fraudulent means or devices.

## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.9 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removal or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out

Generally, such activities are not individual Customer service specific, but may affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements.

#### 2.1.10 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with services provided under this Service Guide, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary for the Company to make a change in such number(s), the Company will furnish to the Customer six (6) months notice, by Certified U.S. Mail of the effective date and an explanation of the reason(s) for such change(s).

#### 2.1.12 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls over any traffic carried over its network, including that associated with Access Services or Network Interconnection Services. Generally, protective measures (such as those actions which selectively cancel the completion of traffic) would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.13 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to any other cause beyond the Company's control.

The furnishing of service under the service guides of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

#### 2.1.14 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

## 2. GENERAL REGULATIONS

### 2.1 Undertaking of the Company (continued)

#### 2.1.15 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on not less than the cost of the actual labor, material, or other costs incurred by or charged to the company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### 2.1.16 Services Provided by Other Carriers

The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

#### 2.1.17 Assignment

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this service guide. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this service guide, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

## 2. GENERAL REGULATIONS

### 2.2 Use

#### 2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Service Guide shall not:

- interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or to the public.

#### 2.2.2 Unlawful and Abusive Use

The service provided under this Service Guide shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- the use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- the use of the service in such a manner as to interfere with the use of the service by one or more other Customers or End Users.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an End User) fails to comply with Section 2.2.3., following, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or restrict service to the non-complying Customer. If the non-compliance is not cured to the Company's reasonable satisfaction within thirty (30) days after the date of notification, the Company may discontinue the service upon five (5) days prior written notice to the Customer (such cure may require, among other things, corrective communications with end users, in addition to cessation of the non-complying use of the Company's Marks). The Company may pursue any other available remedies with respect to the conduct that constitutes the non-compliance.

## 2. GENERAL REGULATIONS

### 2.2. Use (continued)

#### 2.2.3 Use of Company's Marks

- A. use of Company's Marks in comparative advertising solely to identify the Company as a competitor, or to identify Company's competing services, provided such use is not made in a factually incorrect or misleading context or in a manner that is likely to cause confusion or mistake, or to deceive or to identify the Company as an underlying provider of the reseller's service;
- B. use of Company's Marks pursuant to the terms of a separate written brand licensing agreement;
- C. use of Company's name to the extent it is specifically required by statute, regulation or other government requirement to do so, and;
- D. indicate, in response to an unsolicited inquiry from an End User (including a prospective End User), that it uses the Company as its underlying carrier, provided the reseller also:
  - advises the End User that a portion of its service will be provided using reseller's own switching or transmission facilities (if applicable);
  - identifies any other long distance providers the reseller uses in providing service to the End User;
  - advises the End User it will not be the Company's Customer for the resold service, and;
  - does not emphasize the Company's name more than either its own name or that of any other long distance provider the reseller uses.

## 2. GENERAL REGULATIONS

## 2.2. Use (continued)

## 2.2.4 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Service Guide; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Service Guide, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
- using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's charges by either rearranging, tampering with, or making connections not authorized by this Service Guide to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - Toll Free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
  - using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Service Guide, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Service Guide.

2. GENERAL REGULATIONS

2.2. Use (continued)

2.2.5 Reserved for Future Use

## 2. GENERAL REGULATIONS

### 2.3 Obligations of the Customer

#### 2.3.1 Damages

The Customer shall reimburse the Company for damages to Company facilities or the facilities of any third party utilized to provide services under this Service Guide caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of such 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.

#### 2.3.2 Ownership of Facilities

Title to all facilities provided in accordance with this service guide remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in any of the fiber optic or other facilities and associated equipment provided by the Company hereunder.

Facilities utilized by the Company to provide service under the provisions of this Service Guide shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition, as reasonable wear will permit.

#### 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 services under this Service Guide at non-Company locations where such services terminate. 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, testing, repairing or removing Company facilities used to provide services.

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.4 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to the service guides of the Company;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.4 The Customer shall be responsible for: (continued)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under Section 2.3.4(D) preceding, granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

## 2. GENERAL REGULATIONS

### 2.3 Obligations of the Customer (continued)

#### 2.3.5 Availability for Testing

Access to facilities used to provide services under this Service Guide 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 services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.5.C.4 following, no credit will be allowed for any interruptions involved during such tests and adjustments.

#### 2.3.6 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the Company's facilities.

#### 2.3.7 References to the Company

The Customer may advise End Users that certain services are provided by the Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Company jointly participates in the Customer's services.

## 2. GENERAL REGULATIONS

### 2.3 Obligations of the Customer (continued)

#### 2.3.8 Indemnification of the Company

##### A. By the Customer

1. 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 services provided under this Service Guide, any circuit, apparatus, system or method provided by the Customer.
2. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs 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 services provided under this Service Guide including, without limitation, Worker'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 services provided under this Service Guide; 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.
3. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this Service Guide.

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.8 Indemnification of the Company (continued)

B. By the End User

1. With respect to claims of patent infringement made by third persons, the End User 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 services provided under this Service Guide, any circuit, apparatus, system or method provided by the End User.
2. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the End User's circuits, facilities, or equipment connected to the Company's services provided under this Service Guide including, without limitation, Worker'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 End User's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the End User to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Service Guide; 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 End User, its officers, agents or employees.
3. The End User shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the End User or third parties arising out of any act or omission of the End User in the course of using services provided under this Service Guide.

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.9 Reserved for Future Use

## 2. GENERAL REGULATIONS

### 2.3 Obligations of the Customer (continued)

#### 2.3.10 Jurisdictional Report Requirements

##### A. General

The Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related minutes of use. In such cases the Customer shall be requested to provide a projected estimate of its split between the intrastate and interstate jurisdictions. The following regulations govern such estimates and their reporting by the Customer.

Pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.

## 2. GENERAL REGULATIONS

### 2.3 Obligations of the Customer (continued)

#### 2.3.10 Jurisdictional Report Requirements (continued)

##### A. General (continued)

###### 1. Jurisdictional Reports

When the Company is unable to determine the jurisdictional nature of the Customer's traffic, the Customer shall report the Percent of Interstate Use (PIU) by LATA and such report will be used for billing purposes.

Effective on the first of January, April, July and October of each year the Customer shall update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) days after the first of each such month, a revised report showing the intrastate and interstate percent of use for the past 12 months ending the last day of December, March, June and September, respectively for each LATA. The revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report. If the Customer does not supply the jurisdictional reports, the Company may deem the Customer to have reported percentages that are the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company may deem the Customer to have reported percentages that are the same as those provided in the order for service.

The customer reported projected PIU will be used for the apportionment of any monthly rates or nonrecurring charges associated with FGD Services until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to project interstate percentage of use as set forth preceding. Where call detail is insufficient to make such a determination, the customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.

The Customer shall keep sufficient detail from which the percent of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

## 2. GENERAL REGULATIONS

### 2.3 Obligations of the Customer (continued)

#### 2.3.10 Jurisdictional Report Requirements (continued)

##### B. Jurisdictional Audits

The Customer shall keep sufficient detail from which the percentages of use reported to the Company (or deemed by the Company to have been reported) can be verified and upon request of the Company make such records available for inspection and audit. The Customer shall supply the required data to the Company within 30 calendar days of the Company request. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year.

In the event that an inspection or audit reveals that any Customer reported percentages of use were incorrect, the Company shall apply the inspection or audit result to all usage affected by the inspection or audit. The Customer shall be back billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty as set forth in 2.4.2.C following.

Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of charges to the Company of five (5) percent or more of the total Access Services or Network Interconnection Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

## 2. GENERAL REGULATIONS

### 2.3 Obligations of the Customer (continued)

#### 2.3.11 Determination of Charges for Mixed Intrastate and Interstate Usage

##### A. Usage Sensitive Rate Elements

When the Customer's usage has mixed intrastate and interstate traffic, for that portion of the usage for which the Company is unable to determine the appropriate jurisdiction, the usage charges will be prorated between the intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.10 preceding, will serve as the basis for prorating the charges.

##### B. Monthly and Nonrecurring Chargeable Rate Elements

When the jurisdiction of the rate element can be determined by the Company the charges applicable to the appropriate jurisdiction will be applied. Rate elements for which the Company cannot determine the appropriate jurisdiction will be prorated between intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.10 preceding, will serve as the basis for prorating the charges.

2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.12 Reserved for Future Use

2.3.13 Reserved for Future Use

2.3.14 Reserved for Future Use

## 2. GENERAL REGULATIONS

### 2.3 Obligations of the Customer (continued)

#### 2.3.15 Sales, Use and Other Taxes/Charges

The Customer is responsible for the payment of its portion of any sales, use, gross receipts, excise, franchise, access or other local, state and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services.

If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state or federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, which are imposed on or based upon the provision, sale or use of services, and which are in addition to such taxes, charges or surcharges already specified in this Service Guide, in such event the Customer shall be responsible for payment of such taxes, charges or surcharges from the date that the Company first became liable for same.

In the event of any dispute over the lawfulness of any tax, charge or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by such court or other lawful authority if such funds were retained by the Company, or were returned to the Company by the taxing jurisdiction which imposed such tax charge or surcharge.

#### 2.3.16 Settlements Through Other Carriers

Where traffic is transmitted through the facilities of another Carrier, including the Incumbent Local Exchange Carrier, the Company and the Customer may permit such other Carrier to act on their behalf for billing and settlements relating to such traffic.

In certain circumstances, the Company makes arrangements with another carrier (an Intermediate Carrier) under which the Intermediate Carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the Intermediate Carrier's tariff or service guide as if all such services had been provided by the Intermediate Carrier. Where such arrangements are in effect, the terms and conditions governing payment (including applicable rates and charges) for services shall be governed by the applicable tariff or service guide of the Intermediate Carrier (or other arrangement in effect between the Intermediate Carrier and the Customer), rather than this Service Guide.

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## 2. GENERAL REGULATIONS

### 2.4 Payment Arrangements and Credit Allowances

#### 2.4.1 Description of Rates and Charges

The Customer is responsible for the payment of all charges for facilities and services furnished to the Customer or to authorized or joint users.

There are three types of rates and charges that can apply to Access Services. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in applicable sections of this Service Guide. Other charges may also apply as set forth in D. following.

##### A. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

##### B. Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., access minute or query) basis. Usage rates are accumulated over a monthly period.

##### C. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation of new services or rearrangements of installed services).

###### - Installation of Service

The nonrecurring charges applicable to the installation of Access Services are applied on a per facility, trunk or other basis as specified in the Price List. In addition, certain nonrecurring charges may consist of "first" and "additional" charges. When charges are listed in this manner, the "first" charge applies to the first facility or trunk specified on the order, with the "additional" charge applied to each additional facility or trunk specified on the same order.

##### D. Other Charges

If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs in connection with a service for which the Company charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such charges that subsequently become applicable retroactively.

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.2 Payment of Rates, Charges and Deposits

A. Deposits

To safeguard its interests, before a service is furnished, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.

When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

Deposits held will accrue simple interest at a rate specified by the New York State Public Service Commission. In the event no such rate is set, then simple interest at the rate of up to 6% per annum shall be credited or paid to the customer while the deposit is held by the Company.

## 2. GENERAL REGULATIONS

### 2.4 Payment Arrangements and Credit Allowances (continued)

#### 2.4.2 Payment of Rates, Charges and Deposits (continued)

##### B. Bill Dates

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this Service Guide attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Customer for service under this Service Guide), the period of service each bill covers and the payment date will be as follows:

##### 1. Access Service

Unless otherwise provided in this Service Guide, for Access Service, the Company will establish a bill day each month for each Customer account or advise the Customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than sixty (60) days notice or initiated by the Company more than twice in any consecutive twelve (12) month period.

The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in Immediately Available funds in U.S. dollars by the payment date, as set forth in C following. If payment is not received by the payment date, a late payment penalty will apply as set forth in C following.

Notwithstanding the above, bills will not be issued for amounts under \$105.00. In such cases Customer billing will be held until the total amount of the bill equals or exceeds \$105.00 or the Customer discontinues its service with the Company.

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

C. Payment Dates and Late Payment Charges

1. All bills dated as set forth in B.2 preceding, provided to the Customer by the Company are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in Immediately Available funds in U.S. dollars. If the Customer does not receive a bill at least twenty (20) days prior to the 30 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer the due date will be extended by the number of days the bill was delayed. Such request of the Customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

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

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

C. Payment Dates and Late Payment Charges (continued)

2. The Customer is responsible for payment of all charges incurred by the Customer or users for services and facilities furnished to the Customer by the Company. Non-recurring installation charges are due and payable upon presentation of an invoice to the Customer.

Recurring charges are due and payable upon presentment of an invoice to the customer for the service or facility furnished. A service or facility may be discontinued for nonpayment of a bill.

Billing starts on the day after the Company notifies the Customer that the service or facility is available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued. Monthly charges will be billed one month in advance, except where prohibited by law or as otherwise provided in this service guide. Taxes will be separately stated on customer's bill(s).

If any portion of the payment is received by the Company after the payment date as set forth herein preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late payment factor. The late payment factor shall be 1.5% per month.

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

D. Disputed Bill Procedures

The Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within 45 days of each invoice date.

1. In the event of a billing dispute, the Customer may dispute a bill only by written notice delivered to the Company within ninety (90) days of receipt of the invoice and must include sufficient documentation, consistent with the requirements as specified in this Section. The billing dispute date is the date the Customer presents sufficient written documentation to the Company to support its claim for incorrect billing. Unless such notice and documentation is received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer.
2. In the event that the Customer disputes all or part of the billed amounts, and the Customer pays the total billed amount and the dispute is resolved in favor of the Customer, the Company will refund any overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin on the date of the claim or the date of overpayment, whichever is later. The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in 2.4.2.C.

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

D. Disputed Bill Procedures (continued)

3. Sufficient written documentation consists of the following information, where such information is relevant to the dispute:

Dedicated Access

- a. A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in Service Guide; facility not ordered; service not received)
- b. The account number under which the bill was rendered
- c. The date of the bill
- d. The invoice number
- e. The circuit number, line number, trunk group number, Two-Six Code (TSC), end office or tandem identification, or other appropriate facility identification
- f. The exact dollar amount in dispute
- g. The universal service order code(s) (USOCs) associated with the service
- h. The Purchase Order Number(s) and dates involved for disputes involving order activity
- i. Details sufficient to identify the specific amount(s) and item(s) in dispute
- j. The name of the person responsible for the Customer's dispute
- k. Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.2 Payment of Rates, Charges and Deposits (continued)

E. Billing Disputes Resolved in Favor of the Customer

If the Customer pays the total billed amount as required under D. preceding and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the Customer penalty interest on the overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in C.2 preceding.

F. Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request, furnish within thirty (30) days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

G. Rounding of Charges

When a rate as set forth in this Service Guide is shown to be more than two decimal places, the charges will be determined using the rate shown. The resulting total amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

## 2. GENERAL REGULATIONS

### 2.4 Payment Arrangements and Credit Allowances (continued)

#### 2.4.3 Minimum Periods

The minimum term for any Company Service shall be no less than twelve (12) months, unless otherwise agreed by the Company. The Customer and the Company may agree to longer minimum terms for particular services.

#### 2.4.4 Applications for Service

Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent (6%)).

Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

The special charges described above will be calculated and applied on a case-by-case basis.

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.5 Credit Allowance for Service Interruptions

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this service guide by, the customer or an authorized or joint user, or to the operation or malfunction of the facilities, power or equipment provided by the customer or authorized or joint user, will be credited to the customer as set forth in herein for the part of the service that the interruption affects.

A. Credit for Interruptions

A credit allowance is applicable only for monthly recurring charges and will be made when an interruption occurs because of a failure of any component furnished under this service guide by the Company. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit. Credit allowances for monthly recurring charges shall be calculated as set forth in the following sections.

B. Interruptions of 24 Hours or Less for Digital Transmission Services and LANLINK<sup>SM</sup> Services

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 min	None
30 min - 2 hr 59 min	1/10 day
3 hr - 5 hr 59 min	1/5 day
6 hr - 8 hr 59 min	2/5 day
9 hr - 11 hr 59 min	3/5 day
12 hr - 14 hr 59 min	4/5 day
15 hr - 23 hr 59 min	one day
<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 5 minutes	None
5 minutes	1/12 of hourly charge
Each additional minute	1/60 of hourly charge

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.5 Credit Allowance for Service Interruptions (continued)

C. Limitations on Credit Allowances

No credit allowance will be made for:

1. Interruptions due to the negligence of, or non-compliance with the provisions of this service guide by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
2. Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
3. Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated.
4. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
5. Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.5 Credit Allowance for Service Interruptions (continued)

D. 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 service is interrupted, the Customer must pay the rates and charges for the alternative service used.

E. Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or Major Fraction Thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.6 Re-establishment of Service Following Fire, Flood or Other Occurrence

A. Nonrecurring Charges Do Not Apply

Nonrecurring charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- The service is of the same type as was provided prior to the fire, flood or other occurrence.
- The service is for the same Customer.
- The service is at the same location on the same premises.
- The re-establishment of service begins within sixty (60) days after Company service is available. (The sixty (60) day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

B. Nonrecurring Charges Apply

Nonrecurring charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

2. GENERAL REGULATIONS

2.4 Payment Arrangements and Credit Allowances (continued)

2.4.7 Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this Service Guide does not assign, confer or transfer title or ownership rights to service designs, proposals, configurations or facilities developed or utilized, respectively, by the Company in connection with the provision of such services.

2.4.8 Reserved for Future Use

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## 2. GENERAL REGULATIONS

### 2.4 Payment Arrangements and Credit Allowances (continued)

#### 2.4.9 Cancellation of Service

The Customer must provide the Company with 45 days advance written notice of a service cancellation or termination. If a Customer cancels or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to the Company the following sums:

- All non-recurring charges reasonably expended by the Company to establish service to the Customer; and
- Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company; and
- All recurring charges for the balance of the then-current term; and
- Any other charges specified in the service order for such early cancellation or termination.

The above sums will become due and owing as of the effective date of the cancellation or termination and be payable within the period, as set forth in this Service Guide.

#### 2.4.10 Cancellation of Applications for Service

Service is installed and provided upon acceptance by the Company of its standard service contracts completed by the Customer.

Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where the Company incurs any expense in connection with special arrangements, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

The special charges described above will be calculated and applied on a case-by-case basis.

## 2. GENERAL REGULATIONS

### 2.4 Payment Arrangements and Credit Allowances (continued)

#### 2.4.11 Moves, Adds and Changes

Upon receipt of written notice from a Customer, the Company will add, delete or change locations or features of specific lines and equipment. The Company shall charge the Customer a non-recurring charge for such service. In the event that in excess of 10% of the lines and equipment that were installed are deleted, the Customer will be subject to the Company's standard termination charges.

## 2. GENERAL REGULATIONS

### 2.5 Connections

Equipment and systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1, Issue II and in Section 2.1 of this Service Guide.

## 2. GENERAL REGULATIONS

### 2.6 Provision for Certain Local Taxes and Fees

The Customer shall pay all sales, use, gross receipts, excise, access, or other local, state and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

#### 2.6.1 Gross Revenue, Gross Income, and Gross Earnings Surcharges

In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, customers shall also pay each of the following surcharges to be imposed on all charges for recurring, non-recurring, minimum, usage or special charges designed to recover gross revenue, gross income and gross earnings liabilities of carriers to underlying carriers and to state and local taxing jurisdictions.

##### 1. State and MTA Surcharges

The Applicable Gross Revenue Surcharge rates and MTA tax rates are shown on a statement which is attached to this service guide. Any changes to these rates will be filed on 15 days' notice to customers and the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission.

##### 2. New York City surcharges, equal to 2.41%, imposed on all charges for recurring, non-recurring, minimum, usage or special charges for services consumed within the City of New York.

2. GENERAL REGULATIONS

2.7 Reserved for Future Use

2. GENERAL REGULATIONS

2.8 Service Availability and Rating Information

2.8.1 General

This section contains service availability and rating information applicable to the Access Services offered under this Service Guide and is arranged as follows:

Section 2.8.2 -V&H Coordinate Method of Determining Airline Mileage

2.8.2 V&H Coordinate Method of Determining Airline Mileage

For Access Services and Network Interconnection Services provided under this Service Guide, the airline mileage between any two wire centers is determined as follows:

- A. Obtain the "V" and "H" coordinates for each wire center from the NECA Tariff F.C.C. No. 4.
- B. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- C. Square each difference obtained in step (B) above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step (C).
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

G. Formula = 
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

2. GENERAL REGULATIONS

2.9. Reserved for Future Use

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## 2. GENERAL REGULATIONS

### 2.10 Special Construction and Special Arrangements

Subject to the agreement of the Company and to all of the regulations contained in the tariffs or service guides of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under Tariff or Service Guide, or for the provision of service on an expedited basis or in some other manner different from the normal Tariff or Service Guide conditions. Special construction is that construction undertaken:

- where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- in a quantity greater than that which the Company would normally construct;
- on a temporary basis until permanent facilities are available;
- involving abnormal costs; or
- in advance of its normal construction.

Special arrangement charges will be determined as described hereinafter.

#### 2.10.1 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs or service guides, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

## 2. GENERAL REGULATIONS

### 2.10 Special Construction and Special Arrangements (continued)

#### 2.10.2 Basis for Cost Computation

The costs referred to in Section 2.10.1, preceding may include one or more of the following items to the extent they are applicable:

- A. Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:
  - equipment and materials provided or used,
  - engineering, labor and supervision,
  - transportation,
  - rights of way, and
  - any other item chargeable to the capital account;
- B. Annual charges including the following:
  - cost of maintenance;
  - depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
  - administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
  - any other identifiable costs related to the facilities provided; and
  - an amount for return and contingencies.

## 2. GENERAL REGULATIONS

### 2.10 Special Construction and Special Arrangements (continued)

#### 2.10.3 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer if and only if such liability is clearly stated in written agreement between the Company and the Customer.

- A. The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.10.2, preceding, adjusted to reflect the re-determined estimate net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability as determined in paragraph A. shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

## 2. GENERAL REGULATIONS

### 2.11 Customer Overpayments Due to Erroneous Billing

Where a customer overpayment occurs as a result of erroneous billing by the Company, the Company shall refund the overpaid amount to the customer. Unless such refund is made within 30 days of the occurrence of the customer overpayment, the Company shall pay interest on the overpaid amount, according to the terms set forth below:

Interest shall be paid at the greater of the unadjusted customer deposit interest rate, or the late factor rate, as specified preceding.

Interest shall be compounded monthly and paid from the date when the customer overpayment was received by the Company, adjusting for changes in the deposit rate, until the date when the overpayment is refunded.

## SECTION 3 - DEDICATED ACCESS SERVICES

## 3.1 Dedicated Access Services #

# Effective July 18, 2008, all services residing in this section will no longer be available under this tariff. Customers may maintain their existing Service arrangements until their current contract expires. At the end of the Customer's current contract term, Customers may continue to maintain their existing Service arrangements on a month-to-month basis until terminated by either party. After July 18, 2008, no new term plan renewals will be permitted, and no moves, adds or changes (including reconfigurations) to an existing Service arrangement will be permitted for Customers whose Service arrangements are on a month-to-month basis.

Dedicated Access Services consists of the services offered pursuant to this section, either individually or in combination. Each service is offered independent of the others. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

3.1.1 Services Offered

The following dedicated access services are offered in this tariff:

DS3 Service (44.7 Mbps)  
DS1 Service (1.5 Mbps)  
DS0 Service (up to 64 kbps)

Other services may be provided by the Company on an Individual Case Basis (ICB)

3.2 Basic and Mixed Vendor Services

DS3 Service and DS1 Service may be provided as either Basic or Mixed Vendor Services, depending upon the availability of facilities. Basic Service rates apply when both endpoints of the channel are served by the Company's network. Mixed Vendor Service rates apply when one endpoint of the transmission channel is served by a local exchange carrier's network (Mixed Vendor Services are provided via a combination of the Company's facilities and local exchange carrier facilities).

DS3 and DS1 channels where both endpoints are served by a local exchange carrier's network will be provided at the sole discretion of the Company, on an Individual Case Basis (ICB).

## SECTION 3 - DEDICATED ACCESS SERVICES

3.3 DS3 Service (44.736 Mbps)

DS3 Service is composed of digital channels provided at 44.736 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps +/- 20 ppm

Line Code: Bipolar with three-zero substitution

Test Load: 75 ohms resistive +/- 5 percent

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 22.368 KHz shall be -1.8 to +5.7 dBm and the power in a 2 KHz band about 44.736 MHz shall be at least 20 dB below that in a 2 KHz band about 22.368 KHz. 1

## NOTES:

1. The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 KHz bands.

Digital channels at 44.736 Mbps will be provided in one of the following configurations, as specified by the customer:

Clear Channel DS3: A DS3 signal that is transmitted intact and transparently as provided at the customer interface. No performance monitoring is performed since all 44.736 Mbps are considered customer data or voice.

M13 Framed DS3: A DS3 that is channelized into 28 DS1 (1.544 Mbps) signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a. The M13 DS3 contains parity bits which can be monitored to offer an approximate measure of performance. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

C-bit Parity Framed DS3: A DS3 that can be used for subrated or non-subrated DS3 signals. This allows DS3 signal monitoring for end-to-end performance measurement on an in-service basis, transmitted on the maintenance data communications channel. The C-bit parity format is defined in ANSI T1.107a. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

## SECTION 3 - DEDICATED ACCESS SERVICES

3.4 DS1 Service (1.544 Mbps)

DS1 Service is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 1.544 Mbps  $\pm$  130 ppm

Line Code: AMI: bipolar with at least 12.5% average ones density and no more than 15 consecutive zeros;

-- or --

B8ZS: no minimum density of ones and no consecutive zeros limit.

Test Load: 100 ohms resistance.

Pulse Shape: The pulse amplitude shall be between 2.4 and 3.6 volts.

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 772 KHz shall be 12.4-18.0 dBm and the power in a 2 KHz band about 1544 KHz shall be at least 29 dB below that in a 2 KHz band about 771 KHz.

Pulse Imbalance: There shall be less than 0.5 dB difference between the total power of the positive pulses and the negative pulses.

## NOTES:

1. The CCITT specification is  $\pm$  50 ppm.
2. Recommended for new equipment: The power in a 2 KHz band about 772 KHz shall be 12.6-17.9 dBm. CCITT requirements: The power in a 3 KHz band about 772 KHz is 12.0-19.0 dBm.
3. CCITT requirements: The power in a 3 KHz band about 1544 KHz shall be at least 25 dB below that in a 3 KHz band about 772 KHz.

Digital channels at 1.544 Mbps will be provided in one of the following configurations, as specified by the customer:

Unframed DS1: A DS1 signal that does not follow standard framing formats of 192 bits for data and a 193 Rd bit for framing. An unframed DS1 cannot be synchronized to the network and is not performance monitored.

## SECTION 3 - DEDICATED ACCESS SERVICES

3.4 DS1 Service (1.544 Mbps) (continued)

D4/SF DS1: A framed DS1 consisting of 12 frames (2316 bits) of 192 bits preceded by one framing bit (F bit). This service can be coded as AMI or B8ZS.

ESF DS1: Extends superframe structure from 12 to 24 frames (4632 bits) and redefines the 8 kbps pattern into 2 kbps for mainframe and robbed-bit signaling synchronization, 2 kbps for CRC-6 and 4 kbps for terminal-to-terminal data link. This service can be coded as AMI or B8ZS.

A. Fanout DS1 Service

Fanout DS1 Service allows a customer to aggregate up to 28 DS1 channels that terminate in the same location into a single DS3 Local Distribution Channel.

3.5 DS0 Service

DS0 Services are Digital Channels furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 56 kbps, 64 kbps, or in multiples of 56 kbps or 64 kbps up to 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Bellcore) publication TR-NPL-000335.

Each DS0 channel will be provided in one of the following configurations, as specified by the customer.

A. Effective 2-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

1. Private Line Manual Ringdown

2 wire, 600 ohm or 900 ohm, Loop Start with industry standard demarcation (NCI Code: 02AC2, 02AC3). Provides a circuit connecting two specific locations, where signalling (i.e., ringing current) is provided externally by the customer. A transmission can be originated from either end. Ringing at 20 Hz will be at industry-standard voltage and current.

4. RESERVED FOR FUTURE USE

5. RESERVED FOR FUTURE USE

6. RESERVED FOR FUTURE USE

7. RESERVED FOR FUTURE USE

8. RESERVED FOR FUTURE USE

9. AT&T DEDICATED ETHERNET

AT&T Dedicated Ethernet is a fiber based, point-to-point, Ethernet service that allows Customers to transport data signals between two locations. AT&T Dedicated Ethernet can be used to transport data as an Ethernet signal or embedded within an Optical Transport Network (OTN) signal.

AT&T Dedicated Ethernet may be purchased by both Carriers and End Users.

In addition, General Regulations found in Section 2 apply, unless specified herein. The following General Regulations do not apply to AT&T Dedicated Ethernet:

<u>Section</u>	<u>Description</u>
2.4.1	Description of Rates and Charges
2.4.5	Credit Allowance for Service Interruptions
2.4.8	Ordering, Rating and Billing of Access Services Where More Than One Local Telephone Company is Involved
2.4.11	Moves, Adds and Changes
2.8	Service Availability and Rating Information
2.12	Automatic Number Identification Terms and Conditions
2.13	Ordering Options for Access Services

9.1 Service Description

AT&T Dedicated Ethernet is available at the following speeds and format options:

<b>Optical Transport Network (OTN) Signal Formats</b>		
<b>Speeds</b>	<b>Ethernet Formats</b>	<b>Optical Transport Unit (OTU) Formats</b>
1 Gbps	1GE - Gigabit Ethernet	Not available
2.5 Gbps	Not available	OTU1
10 Gbps	10GE LAN-PHY	OTU2e
	10GE WAN-PHY	OTU2
40 Gbps	40GE	OTU3
100 Gbps	100GE	OTU4

## 9. AT&amp;T DEDICATED ETHERNET

## 9.2 Geographic Availability

AT&T Dedicated Ethernet provides intraLATA transport service where suitable equipment and facilities are available in selected areas within the LATAs served by the Company.

Where facilities are not available, facilities may be constructed, subject to certain conditions as determined by the Company. Special Construction charges may apply as provided in the General Regulations (Section 2) of this Tariff.

## 9.2.1 Corridor Telecommunications Service (CTS) New York - New Jersey

CTS New York - New Jersey provides Customers with the ability to originate interstate service in selected areas in the State of New York and terminate them in selected areas in the State of New Jersey. CTS New York - New Jersey also provides a corresponding capability to originate service in selected areas in the State of New Jersey and terminate them in selected areas in the State of New York. Service may be originated and terminated within the Counties and area codes of Westchester, Nassau and Suffolk in New York, and the City of New York. Service may be originated and terminated within the Counties and area codes of Essex, Hudson, Bergen, Union and Passaic in New Jersey.

9. AT&T DEDICATED ETHERNET

9.3 Standard Rate Elements

9.3.1 Port Connection

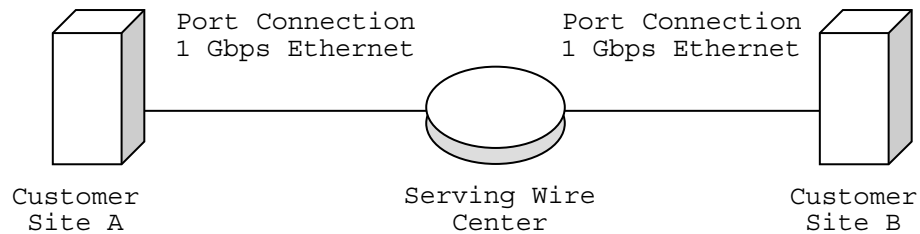
The Port Connection is the standard rate element that includes the service interface (point of demarcation) at the Customer-designated premises (Customer Site), any network termination equipment (NTE) placed at the Customer Site, and the physical transport facilities from the Customer Site to the AT&T Dedicated Ethernet network at the serving wire center for that Site.

One Port Connection charge applies per Customer Site at which the Port Connection is terminated. This charge will apply even if the Customer Site and the serving wire center are both located in the same building (e.g., Carrier Point-of Presence, etc.).

A. Port Connection Configurations

Same Speed/Same Format

- Ethernet to Ethernet (e.g., 1GE to 1GE); or
- Optical Transport Network (OTN) to Optical Transport Network (OTN) (e.g., OTU1 to OTU1)



This example illustrates a 1 Gbps Ethernet circuit from Customer Site A to Customer Site B for a same speed/same format arrangement. In this example, two - 1 Gbps Ethernet Port Connection charges are applicable.

9. AT&T DEDICATED ETHERNET

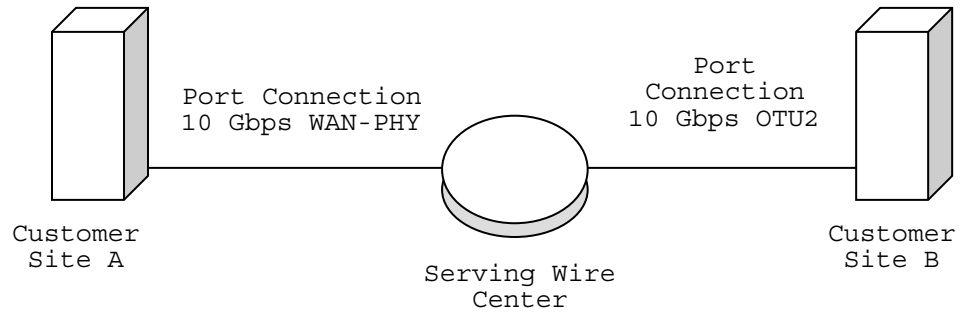
9.3 Standard Rate Elements (continued)

9.3.1 Port Connection (continued)

A. Port Connection Configurations (continued)

Same Format/Different Format

- Optical Transport Network (OTN) to Ethernet (e.g., 10GE to OTU2)



This example illustrates a same speed/different format circuit configuration where there is a 10 Gbps WAN-PHY Port Connection between Customer Site A and the serving wire center and a 10 Gbps OTU2 Port Connection between Customer Site B and the serving wire center. In this circuit example, both a 10 Gbps WAN-PHY and a 10 Gbps OTU2 Port Connection charge would apply.

## 9. AT&amp;T DEDICATED ETHERNET

## 9.3 Standard Rate Elements (continued)

## 9.3.2 Protection Options

Protection options are available for AT&T Dedicated Ethernet as follows:

- Port Protection Plus

Protection cannot be combined with Diversity options except in the case of the Stand-Alone Alternate Wire Center (AWC) Diversity option.

Protection options are available where facilities and/or operating conditions permit. Where facilities and/or operating conditions do not permit, special construction charges may apply as set forth in the General Regulations (Section 2) of this Tariff.

Protection offers a duplicate AT&T Dedicated Ethernet signal path routed on two different fiber pairs (a working path and a standby path) to provide increased reliability.

In the event of a failure of the working path, AT&T Dedicated Ethernet will switch to the surviving path. In the event of a failure of both fiber transmission paths, an out-of-service condition will result.

Limitations:

- Protection is not available for same speed/different format circuit configurations.
- Protection is not available for higher speed aggregation configurations (i.e., protection is not available for channelized circuits and circuits connecting with a channelized circuit).

## A. Port Protection Plus

Port Protection Plus is an end-to-end (fully protected) protection option that offers a duplicate AT&T Dedicated Ethernet signal routed over two diversely routed fiber paths, a working path and a standby path. Port Protection Plus also includes dual card protection at each Customer Site whereby the working path and standby paths terminate into two separate cards on a single shelf in the NTE at each of the Customer Sites.

The Port Protection Plus optional feature must be selected for both Customer Sites in addition to the normal Port Connection charges.

Port Protection Plus is available only for AT&T Dedicated Ethernet circuits that meet the following conditions:

- The circuit must be configured as a same speed/same format arrangement; and
- Neither end of the circuit can terminate at a collocation arrangement.

## 9. AT&amp;T DEDICATED ETHERNET

## 9.3 Standard Rate Elements (continued)

## 9.3.3 Diversity Options

Diversity options are available for AT&T Dedicated Ethernet as follows:

- Port Diversity
- Alternate Wire Center Diversity
- Inter-Wire Center Diversity

Protection cannot be combined with Diversity options except in the case of the Stand-Alone Alternate Wire Center (AWC) Diversity option.

Diversity options are available where facilities and/or operating conditions permit. Where facilities and/or operating conditions do not permit, special construction charges may apply as set forth in the General Regulations (Section 2) of this Tariff.

Diversity options minimize single points of failure by creating two circuits, or portions of a circuit, that are diverse from one another. With these arrangements, one or more circuits will be provisioned over the normal path and one or more circuits will be provisioned over the diverse path. Customers may transport traffic over both circuits.

Customers requesting diversity will be billed for two circuits plus the applicable diversity charge(s) for the portions of the circuit that are physically diverse.

Diversity options do not include construction of dual entrance facilities. If a Customer desires dual entrance facilities and they do not currently exist, arrangements must be made for constructing dual entrance facilities at the Customer's expense.

Limitations:

- Port Diversity and Alternate Wire Center Diversity cannot be selected at the same Customer Site location for the same AT&T Dedicated Ethernet Port Connection.

9. AT&T DEDICATED ETHERNET

9.3 Standard Rate Elements (continued)

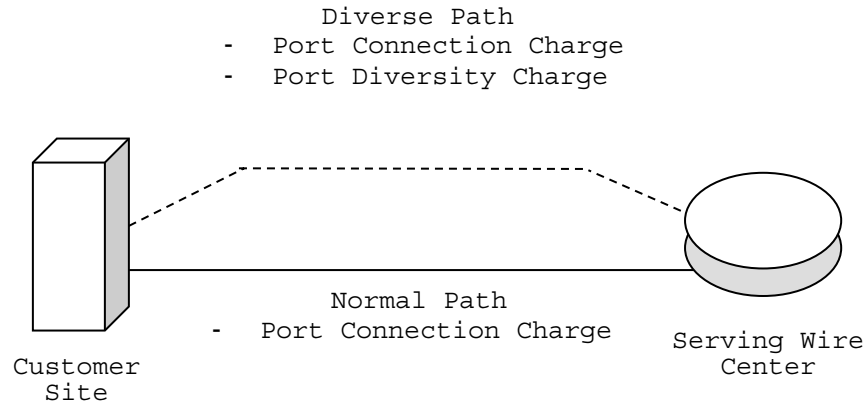
9.3.3 Diversity Options (continued)

A. Port Diversity

Port Diversity is a feature that provides transmission paths (a normal path and a diverse path) which are diverse from each other between two designated AT&T Dedicated Ethernet Port Connections at the same Customer Site and its serving wire center.

The fiber path from each designated Port Connection to its serving wire center will be diverse from each other from the closest available point of divergence (e.g., the closest manhole to the Customer Site). These two designated Port Connections must be purchased by the same Customer.

Port Diversity requires the Customer to purchase duplicate Port Connections (to establish a normal path and a diverse path) from the Customer Site(s) to its serving wire center(s). In addition, a Port Diversity Charge applies on the diverse path circuit for each pair of designated Port Connections at any Customer Site where Port Diversity is requested.



9. AT&T DEDICATED ETHERNET

9.3 Standard Rate Elements (continued)

9.3.3 Diversity Options (continued)

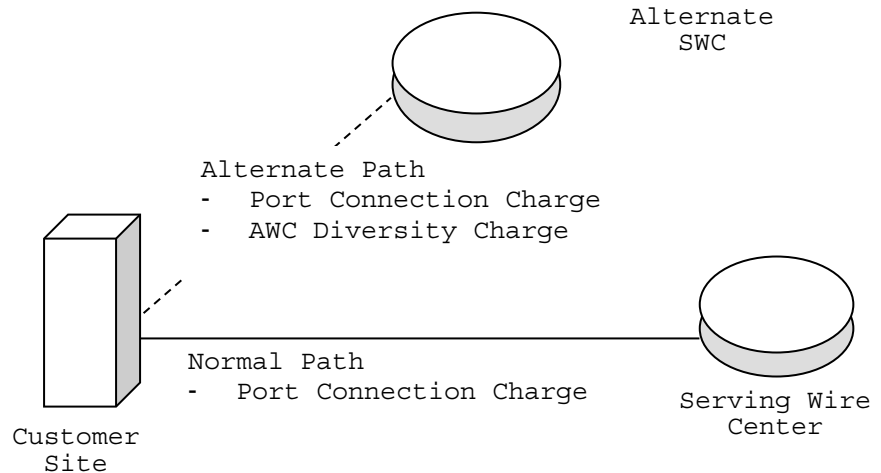
B. Alternate Wire Center Diversity

1. Alternate Wire Center Diversity is a feature that provides transmission paths (a normal path and a diverse path), which are diverse from each other between two designated AT&T Dedicated Ethernet Port Connections at the same Customer Site whereby the normal path is routed to its normal serving wire center and the diverse path is routed to an alternate wire center.

The Company will choose the alternate wire center that is capable of providing AT&T Dedicated Ethernet over the alternate route.

The fiber path from each designated Port Connection to its applicable serving wire center (normal and alternate) will be diverse from each other from the closest available point of divergence (e.g., the closest manhole to the Customer Site). These two designated Port Connections must be purchased by the same Customer.

Alternate Wire Center Diversity requires the Customer to purchase duplicate Port Connections (to establish a normal path and a diverse path) from the Customer Site(s) to the applicable serving wire center(s). In addition, an Alternate Wire Center Diversity Charge applies on the diverse path circuit for each pair of designated Port Connections at any Customer Site where Alternate Wire Center Diversity is requested.



9. AT&T DEDICATED ETHERNET

9.3 Standard Rate Elements (continued)

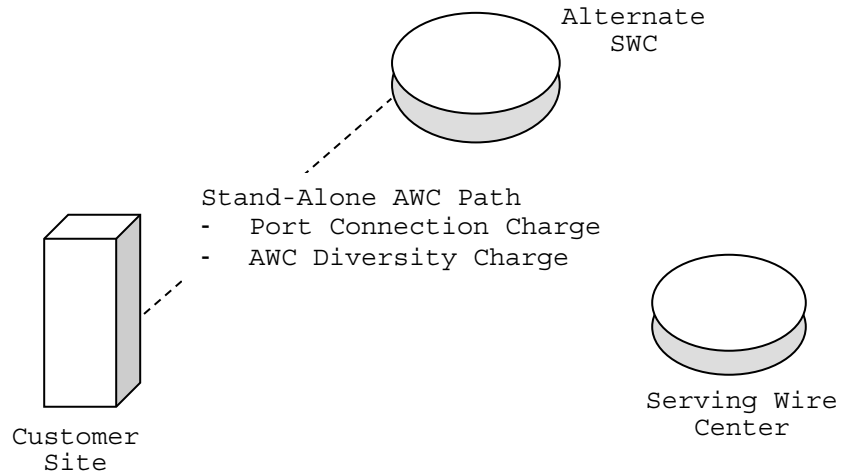
9.3.3 Diversity Options (continued)

B. Alternate Wire Center Diversity (continued)

2. Stand-Alone Alternate Wire Center (AWC) Routing

Alternate Wire Center Diversity is available as a stand-alone AWC arrangement where there is no actual diversity. In this arrangement, an AT&T Dedicated Ethernet Port Connection is routed to an alternate wire center rather than its normal serving wire center.

The Customer is assessed a Port Connection Charge and an Alternate Wire Center Diversity charge for a stand-alone AWC route connecting the Customer Site to the alternate serving wire center.



The Port Connection is routed to a serving wire center other than its normal serving wire center in a Stand-Alone AWC arrangement.

9. AT&T DEDICATED ETHERNET

9.3 Standard Rate Elements (continued)

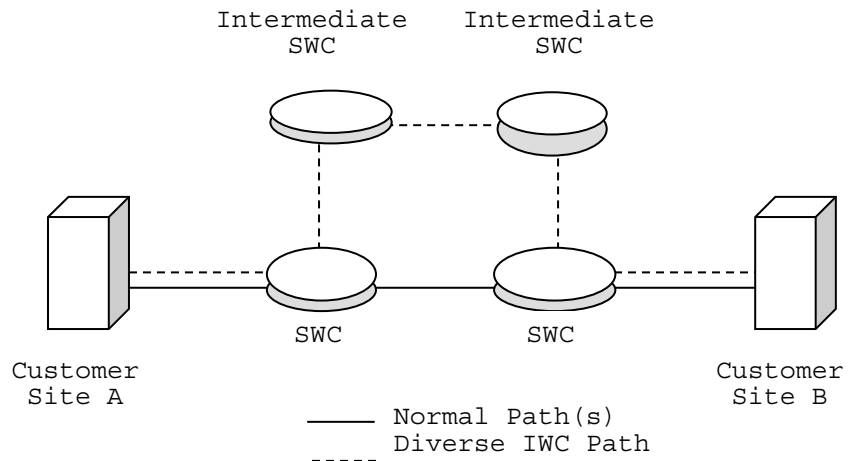
9.3.3 Diversity Options (continued)

C. Inter-Wire Center (IWC) Diversity

IWC Diversity is a feature that provides a transmission path between the serving wire centers for each end of the circuit that is separate from the normal transmission path. IWC Diversity arrangements are available only where each end of an AT&T Dedicated Ethernet circuit is provided from a different serving wire center.

IWC Diversity requires the Customer to purchase duplicate Port Connections from each Customer Site to each serving wire center. An IWC Diversity charge applies to the AT&T Dedicated Ethernet circuit designated with the diverse IWC path.

The IWC Diversity option can be selected on its own or in combination with the Port Diversity and Alternate Wire Center Diversity options.



In the IWC Diversity example above, there are two AT&T Dedicated Ethernet circuits between Customer Site A and Customer Site B as follows:

- Circuit #1 is the normal path circuit and consists of two Port Connection Charges.
- Circuit #2 has the IWC Diversity feature to provide a diverse IWC path from Circuit #1. Circuit #2 consists of two Port Connection Charges plus an IWC Diversity Charge.

## 9. AT&amp;T DEDICATED ETHERNET

## 9.4 Service Level Agreements (SLAs)

## 9.4.1 Credit Allowance for Service Interruptions

AT&T Dedicated Ethernet provides credits in the event of a service interruption. The amount of the credit depends on whether the AT&T Dedicated Ethernet circuit is unprotected or protected.

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Service Guide, or in the event that the protective controls applied by the Company result in the complete loss of service by the Customer for reasons not attributable to the Customer. An interruption period starts when a service disruption of greater than ten (10) consecutive seconds is reported to the Company and the Company confirms that continuity of its service has been lost. An interruption period ends when the service is operative.

The service interruption credits listed below are in lieu of, and not in addition to, the credit allowances for service interruptions provided for in the General Regulations (Section 2) of this Tariff.

A. Credit Allowance for Service Interruptions (Unprotected Arrangements)

In case of an interruption to an unprotected AT&T Dedicated Ethernet circuit, an allowance for the period of interruption shall be calculated as follows:

- No credit shall be allowed for an interruption of less than 10 seconds.
- Credit will be provided for an interruption of 10 seconds or more at the rate of 10/8640 of the monthly charges for the affected AT&T Dedicated Ethernet circuit for each period of 5 minutes or major fraction thereof that the interruption continues.

The credit allowance(s) for service interruptions shall not exceed 100 percent of the applicable monthly rates for the affected circuit(s).

9. AT&T DEDICATED ETHERNET

9.4 Service Level Agreements (SLAs) (continued)

9.4.1 Credit Allowance for Service Interruptions (continued)

B. Credit Allowances for Service Interruptions (Fully Protected)

A Service Level Agreement (SLA) of 99.999 percent service availability performance in each calendar month is provided for each fully protected AT&T Dedicated Ethernet circuit, subject to the limitations set forth herein.

An AT&T Dedicated Ethernet circuit is considered to be fully protected only if the Port Protection Plus feature is selected on both ends (both Port Connections) of an AT&T Dedicated Ethernet circuit.

If this SLA is not met in any calendar month, the Customer will be entitled to a credit equal to 100 percent of the monthly rate for the Port Connections which were interrupted, including the protection feature rate elements associated with that Port Connection, not to exceed the total monthly charges for the affected circuit(s).

To qualify as a service interruption for the purposes of determining whether this Service Availability SLA has been met, any service interruption must be greater than ten (10) consecutive seconds and determined by the Company to be in its network.

The Customer is responsible for notifying the Company when the service parameter within the calendar month falls below the committed level. The Customer must request a service credit adjustment within 25 days after the end of the month when the failure occurred.

## 9. AT&amp;T DEDICATED ETHERNET

## 9.4 Service Level Agreements (SLAs) (continued)

## 9.4.2 SLA Exclusions

The SLA provisions, measurements, and eligibility for credit shall exclude conditions wherein service performance was adversely affected by any of the following conditions:

- Any cause beyond the Company's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes or labor disputes;
- Failures of any structures, facilities or equipment provided by the Customer or its contractors, equipment vendors, or by any carrier or service provider other than the Company;
- Interruptions caused by the negligence of the Customer;
- Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated;
- When the Company and the Customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit does not apply during the negotiated time of release;
- Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis;
- Data loss during the Company's scheduled maintenance windows;
- Failures of any structures, facilities or equipment on the Customer's side of the demarcation point.

The total credit amount of any allowances for interruptions and SLA credits applicable in a given month shall not exceed 100% of the monthly recurring charge for the affected AT&T Dedicated Ethernet circuit(s).

## 9. AT&amp;T DEDICATED ETHERNET

## 9.5 General Provisions

## 9.5.1 Payment, Billing and Calculation of Charges

## A. General Charges and Fees

## Gross Receipts Tax Allotment

When utility or telecommunications assessments, franchise fees, privilege, license, occupational, excise, or other similar taxes or fees, based on receipts or assets are imposed by certain taxing jurisdictions upon the Company or upon LECs and passed on to the Company through or with access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The Gross Receipts Tax Allotment applicable to Customer for a given taxing jurisdiction is equal to the applicable Tax Factor (which may vary from time to time), multiplied by the net charges for the services subject to such taxes or fees provided to and billed to each Customer Site in such a taxing jurisdiction. The bill display name for and the amount of the Gross Receipts Tax Allotment may vary from state to state.

## B. Miscellaneous Charges

## 1. Return Check Fee

A Return Check Fee may be applied to Customer's bill for each occasion that a check, bank draft, or an electronic funds transfer item is returned for the reason of insufficient funds or no account. See the Price List for the current charge.

## 2. Access Arbitrage Fee

The Access Arbitrage Fee applies if Customer engages in Access Arbitrage. The Access Arbitrage Fee, as stated in the Price List, is for each minute of use of long distance service for High Cost Calls in excess of 7.37%.

## 9. AT&amp;T DEDICATED ETHERNET

## 9.5 General Provisions (continued)

## 9.5.2 Access Arbitrage

Using any service provided by the Company in connection with Access Arbitrage is considered an abuse and is prohibited. Access Arbitrage is a scheme or device to profit by exploiting differences between the cost of originating or terminating access (as charged to interexchange or international carriers) and the pricing of long distance service provided by a Company affiliate. Access Arbitrage includes:

- using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate calls and systematically route to the Company calls that are characterized by a greater discrepancy between the access costs and the price charged by a Company affiliate long distance provider.
- using a Company affiliate long distance telephone service (such as AT&T SDN OneNet Service, Virtual Telecommunications Network Service or AT&T BVoIP Service) as a substitute for, or to avoid, originating or terminating switched exchange access obtained from local exchange providers, for the origination or termination of domestic calls originated over the network of another carrier (through 1+ access, special access, carrier access code dial around, or otherwise);
- Routing calls through a call processing system such that the percentage of High Cost minutes routed to the Company using the service is more than 11.1%;
- Segregating calls within another carrier's network or a call processing system to systematically route calls to the Company where the access costs exceed the price of long distance service provided by a Company affiliate.
- Transporting intrastate or intra-country traffic into a different state or country in order to cause the traffic to be rated by the Company at a lower rate than would otherwise apply.

## 9. AT&amp;T DEDICATED ETHERNET

## 9.5 General Provisions (continued)

## 9.5.2 Access Arbitrage (continued)

If the Company reasonably suspects that a service provided under this Tariff is being used in connection with Access Arbitrage, Customer will permit the Company to inspect the premises from which the calls originate (as reflected in the Company's records) and will cooperate reasonably with the Company's efforts to investigate the manner in which calls are being routed to the Company.

For purposes of this provision:

- High Cost Calls are calls that originate or terminate at numbers for which the originating or terminating switched exchange access cost per minute exceeds \$0.025 (or the benchmark rate for Competitive Local Exchange Carrier's interstate switched exchange access services established by the Commission, if lower than \$0.025).
- The originating or terminating switched exchange access cost per minute will be the sum of the per minute charges imposed by the originating or terminating Local Exchange Carrier, plus the prorated portion of all other charges imposed by the originating or terminating Local Exchange Carrier for originating or terminating switched exchange access, expressed on a cost per minute basis.

If the percentage of High Cost minutes routed to the Company using the service is more than the percentage set forth above, and the Company's investigation shows that any such calls are originated over the network of another interexchange carrier or routed through a call processing system, then all such calls will be presumed to be Access Arbitrage.

If Customer violates this provision, the Access Arbitrage Fee will apply. In addition, the Company may immediately restrict, suspend or discontinue Customer's use of any service used in connection with Access Arbitrage upon notice of such violation to Customer. Further, the Company may prevent conversion to another Company service arrangement of any facility used to provide a service in violation of this provision.

## 9. AT&amp;T DEDICATED ETHERNET

## 9.5 General Provisions (continued)

## 9.5.3 Connections

## A. Responsibilities of Customer

Customer is responsible for any equipment or services not provided by the Company and connected to services provided by the Company. Any equipment or services connected to services provided by the Company must comply with the Company's interface requirements and with Part 68 of the F.C.C. Rules (47 C.F.R. Part 68), to the extent applicable.

## B. Testing and Maintenance

If a trouble condition occurs, Customer must determine if the fault is in the equipment or services not provided by the Company. The Company will test and maintain only service provided by the Company. Company testing of service usually will be performed remotely. If the Company does dispatch a repair person, at Customer's request, to the Customer Site to perform tests or repairs in connection with a Customer-reported trouble, and testing discloses that Company service is working correctly, then a Maintenance of Service Charge or other administrative charge may apply.

## C. Changes

The Company is not responsible to Customer or any other party if a change in the Company's Service Components, operations, or procedures, (a) affects any equipment or services provided by others, or (b) requires their modification or upgrade in order to be used with the Company service. The Company is not obligated to alter or modify Company service because of additions or changes to equipment or service not provided by the Company.

## 9. AT&amp;T DEDICATED ETHERNET

## 9.5 General Provisions (continued)

## 9.5.4 Special Construction

## A. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any plant constructed or utilized under this Tariff.

## B. Cancellation of Orders

Information regarding availability of suitable facilities for a service may not be known until after the order is placed with the Company or the underlying service provider, or after initial Special Construction charges have been identified and paid. The Customer may be notified that additional Special Construction charges apply to the order. No facilities construction will begin until the Customer has agreed in writing to pay the Special Construction charges initially identified. If Customer does not agree to pay the Special Construction charges, either upon the initial notification or upon being notified of any subsequent changes in the Special Construction charges, the order for the service giving rise to such Special Construction charges will be considered cancelled (and, where such service has been ordered for the express purpose of being connected to another Company Service, Customer may also cancel its order for such other Company Service). In such a case, the Company will not charge Customer a cancellation charge or early termination charge, unless the underlying service provider charges the Company a cancellation charge. If Customer does agree to pay the Special Construction charges and thereafter cancels the order for the service (other than as a result of being notified of subsequent changes to the Special Construction charges), a cancellation charge will apply, which shall include (in addition to any amounts otherwise payable on account of such cancellation) all non-recoverable costs incurred by the Company for the Special Construction.

## 9. AT&amp;T DEDICATED ETHERNET

## 9.6 Types of Rates and Charges

## 9.6.1 Non-Recurring Charges

Non-Recurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service) related to the provisioning of AT&T Dedicated Ethernet. The types of Non-Recurring charges that apply for AT&T Dedicated Ethernet are:

Installation of Service

A charge which applies to each service installed.

Administrative Charge

A charge which applies for each service order.

Design and Central Office Connection Charge

A charge which applies any time a customer-initiated order for service requires engineering design and/or connection or changes at the Company central office. This charge applies once per circuit.

Customer Connection Charge

A charge which applies any time a customer-initiated order for service requires connection or changes to a Port Connection. This charge applies once per Port Connection affected by the order.

Installation of Optional Features and Functions

Non-Recurring charges apply for the installation of the optional features and functions available with AT&T Dedicated Ethernet. The charge applies whether the feature or function is installed coincident with the initial installation of service or at any time subsequent to the installation of the service.

Service Rearrangements

Service rearrangements are changes to existing (installed) services which do not result in either:

- A change in the minimum period of the service, or
- A change in the physical location of the point of termination at a Customer Site.

## 9.6.2 Recurring Charges

Recurring Charges are rates that apply each month, or fraction thereof, that the service is provided. For billing purposes, each month is considered to have 30 days.

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9. AT&T DEDICATED ETHERNET

9.7 Ethernet Payment Plan (EPP)

9.7.1 EPP Eligibility

To subscribe to AT&T Dedicated Ethernet, the Customer must select an EPP term of either 12, 24, 36 or 60 months. AT&T Dedicated Ethernet is not available to be subscribed to on a month-to-month basis.

9.7.2 Non-Recurring Installation Charges

Non-Recurring Installation Charges shown in the Price List section will be waived for Customers subscribing to new service under an EPP of 24 months or greater.

9.7.3 EPP Term

During the Customer's EPP term, Company-initiated recurring rate changes (i.e., rate increases or decreases) will be automatically applied to the Customer's EPP rates for the months remaining in the Customer's EPP term. However, at no time during the Customer's EPP term will rates exceed the Customer's initial EPP rates.

9.7.4 EPP Auto Renewal

Customers may subscribe to the EPP Auto Renewal option at any time prior to expiration of their EPP term plan. EPP Auto Renewal provides for a continuation of the rates under the EPP term the Customer last completed for additional consecutive 12-month periods, subject to termination as provided below.

For instance, a Customer that has subscribed to the EPP Auto Renewal option prior to completion of a 60 month EPP term will continue to receive the 60 month EPP rate during the 12-month extension period.

EPP Auto Renewal will continue to automatically extend the Customer's term every year for an additional 12-month period unless either party provides written notice of its intent not to renew at least 60 days prior to the expiration of the initial EPP term or any additional 12-month period.

An Administrative Charge is applicable when Customers add or remove the EPP Auto Renewal option, unless other changes for which an Administrative Charge is applicable are also being performed.

Termination Liability will apply below, for service disconnected during a 12-month extension period, based upon the number of months remaining in that 12-month extension period.

## 9. AT&amp;T DEDICATED ETHERNET

## 9.7 Ethernet Payment Plan (EPP) (continued)

## 9.7.5 Termination Liability

Termination Liability will apply if the service is disconnected prior to the end of the selected EPP term. Termination Liability will be determined based on the number of months remaining in the EPP term times 50% of the applicable EPP monthly rates, calculated as follows:

$$(\text{EPP Monthly Recurring Rate}) \times (\text{Months Remaining in EPP term}) \times (50\%) = \text{Termination Liability Charge}$$

## Example:

An AT&T Dedicated Ethernet Customer with a \$6,000.00 monthly rate terminates service after 2 years with 1 year (12 months) remaining in a 3 year EPP Term. The termination liability charge would be calculated as:

$$\$6,000 \times 12 \times .50 = \$36,000.00 = \text{Termination Liability}$$

## 9.7.6 Expiration of EPP Term

When an EPP term or subsequent 12-month extension period expires, (and the Customer's term is not extended pursuant to the Auto Renewal option above), the Customer may select a new EPP term from among any EPP options which are then available to new Customers hereunder. EPP rates in effect at the time the new EPP term starts will apply. An Administrative Charge is applicable when Customers select a new EPP term.

## 9.7.7 Term Extension

The Monthly Extension Rates (MER) will apply when a Customer's EPP term or subsequent 12-month extension period expires (and the Customer's term is not extended pursuant to the Auto Renewal option above). The Customer will be billed the MER rates then in effect until such time as the Customer selects a new EPP or the Service is terminated.

## 9. AT&amp;T DEDICATED ETHERNET

## 9.7 Ethernet Payment Plan (EPP) (continued)

## 9.7.8 Conversions

During the Customer's EPP term, conversions may be made to a new EPP term of the same or greater length, from among any EPP options which are then available to new Customers hereunder. The expiration date of the new EPP term must be beyond the expiration date of the original EPP term. With the conversion to the new EPP term, the Customer incurs no liability for the remaining months on the original EPP term.

## 9.7.9 Administrative Charge

An Administrative Charge is applicable when Customers select a new EPP term or change the length of an existing EPP term.

## 9.7.10 Moves

Moves will be treated as a discontinuance of service and activation of new service. The previously waived non-recurring charges at the location(s) from which the circuit is being moved will be billed (if EPP term has not expired).

The Customer must select an EPP term for the new circuit. The new EPP term will be subject to the rates in effect at the time of the move. Termination Liability will apply for such a move except where all of the following conditions apply:

- The move is limited to one end of the AT&T Dedicated Ethernet circuit to a different Customer Site in the same LATA.
- The Customer's existing service must have been in place for at least 12 months.
- The Customer must select a new EPP with a term that is greater than or equal to the remainder of the existing EPP.
- Orders from the Customer to disconnect the existing service and reestablish service at the new location must be placed by the same Customer and received by the Company on the same date.
- No lapse in billing will occur for moves of service under an EPP. If the Customer requests that both the existing AT&T Dedicated Ethernet circuit and the new AT&T Dedicated Ethernet circuit be in service at the same time, such "overlapping" service shall be provided for no more than 30 days, and all applicable charges will be billed for both circuits during the period of overlapping service.

## 9. AT&amp;T DEDICATED ETHERNET

## 9.7 Ethernet Payment Plan (EPP) (continued)

## 9.7.11 Upgrades

The following activities are considered Upgrades for AT&T Dedicated Ethernet:

- Upgrades of AT&T Dedicated Ethernet from a lower capacity to a higher-capacity speed option (e.g., conversion from a 1 Gbps to a 10 Gbps speed option).
- Same speed conversions of AT&T Dedicated Ethernet (e.g. 10GE LAN-PHY to 10GE WAN-PHY, 40GE to OTU3, etc.)
- Replacement of AT&T Dedicated Ethernet with Company-provided service at a transport speed or capacity greater than the speed or capacity available with AT&T Dedicated Ethernet, or at the same transport speed or capacity as available with AT&T Dedicated Ethernet but with enhanced technology or functionality not available with AT&T Dedicated Ethernet.

Upgrades will be treated as a discontinuance of service and activation of new service. The Customer must select an EPP term for the new circuit. The monthly rates for the new service will be those rates in effect at the time the new service is installed. 100% of any waived non-recurring charges will apply if EPP term has not expired. The Customer will experience an out of service condition unless overlapping service is requested. Upgrades are contingent on availability of equipment and fiber facilities. Other Special Construction charges, as necessary, may apply.

EPP Termination Liability will not apply for upgrades, if all of the following conditions are met:

- The new and existing services must be billed to the same Customer at the same Customer location; and
- The Customer's existing AT&T Dedicated Ethernet must have been in place for at least 12 months; and
- The EPP term for the new service must be equal to or greater than the remainder of the Customer's existing EPP term; and
- The order for the new service and the disconnect order for the existing service must be placed by the Customer and received by the Company on the same date; and
- If the Customer requests that both the existing AT&T Dedicated Ethernet and the new higher level service be in service at the same time, such overlapping service shall be provided for no more than 90 days, and all applicable charges will be billed for both services during the period of overlapping service; and
- No lapse in service occurs.

- 1. RESERVED FOR FUTURE USE
- 2. RESERVED FOR FUTURE USE
- 3. DEDICATED ACCESS SERVICES
- 3.3 DS3 Service

3.3.1 DS3 Standard Rate Schedule

A) Type I & Type 2

Rates	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)			
Zone 1	\$2,135	\$1,922	\$1,388
Zone 2	\$2,242	\$2,018	\$1,457
Zone 3	\$2,349	\$2,114	\$1,527
Interoffice Channel Mileage - (Fixed)			
Zones 1, 2 & 3	\$784	\$705	\$510
Interoffice Channel Mileage - (Per Mile)			
Zones 1, 2 & 3	\$147	\$132	\$95
Installation Rate	\$0 Per Local Distribution Channel		

3. DEDICATED ACCESS SERVICES (continued)

3.3 DS3 Service (continued)

3.3.2 DS3 Volume Discounts Rate Schedule

Volume Discounts apply when a customer orders two or more DS3 circuits between the same locations at the same time.

A) Local Distribution Channel

# of DS3's	Rate Per DS3 Channel (Per End)		
	1 Year	3 Year	5 Year
<u>2-3</u>			
Zone 1	\$1,441	\$1,297	\$937
Zone 2	\$1,513	\$1,362	\$984
Zone 3	\$1,585	\$1,427	\$1,030
<u>4-9</u>			
Zone 1	\$364	\$328	\$237
Zone 2	\$383	\$345	\$249
Zone 3	\$401	\$360	\$260
<u>10 and over</u>			
Zone 1	\$364	\$328	\$237
Zone 2	\$383	\$345	\$249
Zone 3	\$401	\$360	\$260

Notes:

1. In addition to the above Local Distribution Channel Charge, add the standard DS3 Fixed and Per Mile rates. Standard DS3 installation also applies per end. (See DS3 Standard Rate Schedule for fixed, per mile and installation rates).
2. Volume discounts will apply when a customer orders two or more DS3 circuits at the same time, between the same locations on the same term.
3. Volume discounts rates are only applicable to Type I DS3 circuits, Requests for Type II volume discounts must be submitted to Field Marketing via the Non Standard Request process.

3. DEDICATED ACCESS SERVICES (continued)

3.4 DS1 Service

3.4.1 DS1 Standard Rate Schedule

DS1E European Rate Schedule

A) Non-Recurring - Installation Charge:

- 1) Per Local Distribution Channel: \$262.00
- 2) Per Add'l Local Distribution Channel\* \$158.00

Rates	1 YR.	3 YR.	5 YR.
Local Distribution Channel (Per Channel)	\$168	\$134	\$118
Zone 1	\$245	\$196	\$172
Zone 2	\$254	\$203	\$178
Zone 3			
Interoffice Channel Mileage (Fixed)	\$48	\$38	\$34
Zone 1	\$48	\$38	\$34
Zone 2	\$48	\$38	\$34
Zone 3			
Interoffice Channel Mileage (Per Mile)	\$24	\$19	\$17
Zone 1	\$24	\$19	\$17
Zone 2	\$24	\$19	\$17
Zone 3			
<u>Installation Rate</u>			
Per Local Distribution Channel	\$262	\$262	\$262
Per Additional Local Distribution Channel*	\$158	\$158	\$158

\* The Additional Distribution Channel Installation (per channel rate) will apply for any additional orders after the first order between the same locations at the same time

3. DEDICATED ACCESS SERVICES (continued)

3.4 DS1 Service (continued)

3.4.2 DS3/1 Mux (Fanout) Rate Schedule

This service consists of up to 28 DS1 (1.544 Mbps) digital channels, which are aggregated at a TCG Node onto a standard DS3 circuit with Interoffice Mileage and a Local Distribution Channel at the terminating end. There is a minimum 1-year service period for each Fanout DS1 Service.

Service Configuration	Non-Recurring	Monthly Recurring		
		1 Yr.	3 Yr.	5 Yr.
DS3 Channel between a Client Location and an ALS Node	Standard DS3 Rate Schedule*			
DS3/1 Mux @ ALS Node Zones 1,2,3	\$0	\$636	\$572	\$413
DS1 Fanout Channel	Standard DS1 Rate Schedule*			
Optional DS3/1 Mux @ Client Location Zones 1,2,3	\$0	\$636	\$572	\$413

\* One DS3 Local Distribution Charge

\*\* One DS1 Local Distribution Charge applies to each individual DS1 Fanned out from Node.

Note:

Fanout circuit mileage and pricing should be determined by the customer's preferred routing scheme (i.e., based on mileage between BOC Central Offices serving the circuit endpoints) and not on TCNY node location(s) where the circuit(s) are actually being routed. For example, a customer may designate the NYNEX E. 38<sup>th</sup> Street Central Office as his preferred fanout location. Although TCNY may choose to route this circuit through its Empire State Building node, the mileage and pricing should be based on a fanout through E. 38<sup>th</sup> Street C.O.

3. DEDICATED ACCESS SERVICES (continued)

3.4 DS1 Service (continued)

3.4.3 DS3/1 Mux High Capacity Rate Schedule

This service consists of 28 DS1 (1.544Mbps) digital channels which connect two client locations each utilizing a DS3/1 mux. The connection will be rated as a standard DS3 circuit with Interoffice Mileage and Local Distribution Channels at both ends. There is a minimum 1-year service period for each High Capacity DS1 Service.

Service Configuration	Non-Recurring	Monthly Recurring		
		1 Yr.	3 Yr.	5 Yr.
Twenty Eight (28) DS1's between two Client Locations		Standard DS3 Rate Schedule*		
DS3/1 Muxes @ Both Client Locations Zone 1,2,3	\$0	\$1,270	\$1,143	\$825

\* Two (2) Local Distribution Channel Charges Apply

3. DEDICATED ACCESS SERVICES (continued)

3.4 DS1 Service (continued)

3.4.4 DS1 Volume Discounts Rate Schedule

A) Local Distribution Channel (Per End) - Type 1 only

# of DS1's	3 Year	5 Year
<u>10 - 20</u>		
Zone 1	\$120.00	\$106.00
Zone 2	\$176.00	\$155.00
Zone 3	\$183.00	\$160.00
<u>21-40</u>		
Zone 1	\$114.00	\$100.00
Zone 2	\$166.00	\$146.00
Zone 3	\$173.00	\$151.00
<u>40 +</u>		
Zone 1	\$107.00	\$94.00
Zone 2	\$157.00	\$137.00
Zone 3	\$162.00	\$142.00

\* The Additional Distribution Channel Installation (per channel rate) will apply for any additional orders after the first order between the same locations at the same time

Notes:

- In addition to the above Local Distribution Channel Charge, add the standard DS1 Fixed and Per Mile rates. Standard DS1 installation also applies per end. (See DS1 Standard Rate Schedule for fixed, per mile and installation rates).
- Volume discounts rates are only applicable to Type 1 DS1 circuits. Requests for Type II volume discounts must be submitted to Field Marketing via the Non Standard Request process.
- Volume discounts will apply when a customer orders 10 or more DS1 circuits at the same time, between the same locations on same term.

3. DEDICATED ACCESS SERVICES (continued)

3.5 DS0 Service

3.5.1 DS0 Standard Rate Schedule

A) Local Distribution Channel

DS0 Service	Non-Recurring*	Monthly Recurring	
		DS0 Local Distribution Channel*	DS0 Mileage (Fixed plus per Mile)
2 wire voice grade	\$286.80	\$35.63	\$34.62 plus \$4.03 per mile
4 wire voice grade	\$408.36	\$59.00	\$34.62 plus \$4.03 per mile
2.4 to < 56 kbps	\$389.88	\$168.88	\$59.64 plus \$1.38 per mile
56 or 64 kbps	\$389.88	\$302.29	\$92.91 plus \$2.07 per mile
56 or 64 kbps x N (N > 1)	\$389.88 x N with \$3000 Max	\$302.29	\$92.91 plus \$2.07 per mile

\* Local Distributing Channel (LDC) rate are applied on a "per local distribution channel" basis.

3.5.2 DS0/1 Mux (Fanout) Rate Schedule

This service consists of up to 24 DS0 channels, which are aggregated at ALS Node onto a standard DS1 circuit.

Service Configuration	Non-Recurring	Monthly Recurring		
		1 Yr.	3 Yr.	5 Yr.
DS1Service		Standard DS1 Rate Schedule		
DS1/0 Mux @ ALS Node	\$0	\$197	\$158	\$138
DS0 Service	Apply DS0 Non-Recurring Rate Schedule	Standard DS0 Rate Schedule		

- 4. RESERVED FOR FUTURE USE
- 5. RESERVED FOR FUTURE USE
- 6. RESERVED FOR FUTURE USE
- 7. RESERVED FOR FUTURE USE
- 8. RESERVED FOR FUTURE USE

9. AT&T DEDICATED ETHERNET

9.3 Standard Rate Elements

9.3.1 Port Connection

Description	USOC	Monthly Recurring Charge				Monthly Extension Rate
		12 Months	24 Months	36 Months	60 Months	
1 Gbps Ethernet	EYFNX	\$3,750	\$3,500	\$3,200	\$2,750	\$4,250
OTU1 (2.5Gbps)	EYFOX	7,500	7,000	6,400	5,500	8,500
10 Gbps Ethernet						
LAN-PHY	EYFNX	11,750	11,000	10,000	8,500	13,250
WAN-PHY	EYFNX	11,750	11,000	10,000	8,500	13,250
OTU2/2e (10Gbps)	EYFOX	12,925	12,100	11,000	9,350	14,575
40 Gbps Ethernet	EYFNX	29,375	27,500	25,000	21,250	33,125
OTU3 (40Gbps)	EYFOX	29,375	27,500	25,000	21,250	33,125
100 Gbps Ethernet	EYFNX	41,125	38,500	35,000	29,750	46,375
OTU4 (100Gbps)	EYFOX	45,250	42,350	38,500	32,725	51,000

9. AT&T DEDICATED ETHERNET (continued)

9.3 Standard Rate Elements

9.3.2 Protection Options

Description	Monthly Recurring Charge				Monthly Extension Rate	NRC
	12 Months	24 Months	36 Months	60 Months		
Port Protection Plus (DV9CX)						
1 Gbps Ethernet (1GE)	\$3,950	\$3,675	\$3,360	\$2,900	\$4,500	\$1,000
10 Gbps Ethernet (10GE)						
LAN-PHY	13,600	12,700	11,550	9,825	15,300	1,000
WAN-PHY	13,600	12,700	11,550	9,825	15,300	1,000
OTU2/OTU2e (10Gbps)	13,600	12,700	11,550	9,825	15,300	1,000
40 Gbps Ethernet (40GE)	35,250	33,000	30,000	25,500	39,750	1,000
OTU3 (40Gbps)	35,250	33,000	30,000	25,500	39,750	1,000
100Gbps Ethernet (100GE)	54,300	50,820	46,200	39,270	61,200	1,000
OTU4 (100Gbps)	54,300	50,820	46,200	39,270	61,200	1,000

9.3.3 Diversity Options

Description (USOC)	Monthly Recurring Charge				Monthly Extension Rate	Nonrecurring Charge
	12 Months	24 Months	36 Months	60 Months		
Port Diversity (DV9AX)						
All Speeds	\$1,000	\$875	\$800	\$700	\$1,100	\$450
Alternate Wire Center (AWC) Diversity (CPAAX)						
All Speeds	1,125	1,000	950	825	1,275	625
Inter-Wire Center (IWC) Diversity (DV9BX)						
All Speeds	750	700	650	550	850	450

## 9. AT&amp;T DEDICATED ETHERNET (continued)

## 9.5 General Provisions

## 9.5.1 Payment, Billing and Calculation of Charges

## B. Miscellaneous Charges

Description	Fee
Check Return Fee, per occasion	\$20.00
Access Arbitrage Fee, per each minute of use of long distance service for High Cost Calls in excess of 7.37%	\$0.05

<sup>1</sup> The Nonrecurring Charges will be waived for Customers selecting the 24 Month, 36 Month or 60 Month Ethernet Payment Plan period for new service.

## 9. AT&amp;T DEDICATED ETHERNET (continued)

## 9.6 Types of Rates and Charges

## 9.6.1 Installation and Rearrangement Charges

Description	USOC	Nonrecurring Charge
Administrative Charge <sup>1</sup>		
- Per Order	ORCMX	\$60.00
Design & Central Office Connection Charge <sup>1</sup>		
- Per Circuit	NRBCL	600.00
Customer Connection Charge <sup>1</sup>		
- Per Port Connection	NRBBL	1,500.00

<sup>1</sup> The Nonrecurring Charges will be waived for Customers selecting the 24 Month, 36 Month or 60 Month Ethernet Payment Plan period for new service.