

**SPECIAL ACCESS SERVICE**

Rates, Terms and Conditions  
applying to the provision of interstate special access  
service furnished by the

Competitive Local Exchange Carrier (CLEC) Operations  
of

**HORRY TELEPHONE COOPERATIVE, INC.**  
3480 Hwy. 701 N.  
Conway, SC 29526

**OCN # 8960**  
**FCC 499 FILER ID: 806997**

For services as provided for herein

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## SECTION 1 GENERAL

### 1.1 APPLICATION OF RATES, TERMS AND CONDITIONS

The rates, terms and conditions contained within this document, hereinafter referred to as "Rates, Terms and Conditions," are applicable to the furnishing of interstate special access service by the Competitive Local Exchange Carrier (CLEC) operations of Horry Telephone Cooperative, Inc. (hereinafter "the Company").

### 1.2 DEFINITIONS

Certain terms used generally throughout these rates, terms and conditions for the Access services of this Company are defined below.

Access Code: A uniform five or seven-digit code assigned by the Company to an individual Customer. The five-digit code has the form 10XXX, and the seven-digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request: The industry Service Order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Advance Payment: Payment for all or part of a charge required before the start of service.

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the Local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special tariff if private agreements are permitted by applicable governmental rules.

Authorized User: A person firm, corporation or other entity that either is authorized by the Customer to use Access Service or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

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

Calling Party Number (CPN): The term "Calling Party Number" denotes the SS7 signaling parameter that identifies the subscriber line number or directory number of the calling party.

Carrier or Common Carrier: see Interexchange Carrier or Exchange Carrier.

Channel(s): An electrical, or in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

Company: Horry Telephone Cooperative, Inc. - CLEC Operations, which is the issuer of these rates, terms and conditions.

Customer: 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 these rates, terms and conditions, including but not limited to End Users, Interexchange Carriers (ICs) and other telecommunications carriers or providers originating or terminating Toll VoIP-PSTN Traffic.

Dedicated: A facility or equipment system or subsystem set-aside for the sole use of a specific Customer.

Duplex Service: Service which provides for simultaneous transmission in both directions.

End-user: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Firm Order Confirmation: Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Hub: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

Joint User: A person, firm or corporation designated by the Customer as a user of access facilities furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps: Kilobits, or thousands of Bits, per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Mbps: Megabits, or millions of bits, per second.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Network: The Company's digital fiber optics-based network located in the Continental United States.

Network Services: The Company's telecommunications Access Services offered on the Company's network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including, but not limited to charges for construction, installation, or specific fees, for which the Customer becomes liable at the time the Service Order is executed.

Originating Direction: The term "Originating Direction" denotes the use of Access Service for the origination of calls from an End User Premises to a Customer's Premises.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's network.

Point to Point Service: An un-switched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Order: The written request for network services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in these rates, terms and conditions. The signing of a Service Order to submission of an Access Service Request by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to these rates, terms and conditions, but the duration of the service is calculated from the Service Commencement Date.

Service(s): The Company's telecommunications Access Services offered on the Company's network.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Special Access Service: Dedicated access between a Customer's premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end-users, as defined in these rates, terms and conditions.

## SECTION 2 TERMS AND CONDITIONS

### 2.1 UNDERTAKING OF THE COMPANY

#### *2.1.1 Scope*

Access Services consist of furnishing communications service in connection with one-way or two-way information transmission between points within the United States under these rates, terms and conditions.

#### *2.1.2 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 some other cause beyond the Company's control.

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

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

#### *2.1.3 Miscellaneous Items*

Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, in not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in these rates, terms and conditions, a month is considered to have 30 days.

Customers may be required to enter in written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered; the rates to be charged, the duration of the services, and the rates, terms and conditions. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

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 upon 30 days written notice. Any termination shall not relieve the Customer of Customer's obligation to pay any charges incurred under the Service Order and these rates, terms and conditions 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.



#### 2.1.4 *Liability of the Company*

The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the sets or omissions or negligence of the Company's employees or agents.

The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion 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 of any military authority; preemption of existing service in compliance with national emergencies; insurrections, riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carrier or warehousemen.

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 Customer shall indemnify and hold the Company harmless from any and all losses, claims, demands, suits, or other actions, or any liabilities 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, condition, location, or use of any installation or equipment provided by the Company. 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 defacement of or damage to Customer's premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees of the Company.

The Company shall be indemnified and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under these rates, terms and conditions including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the end user's own communications; patent infringement claims arising from the end user's combining or connecting the service offered by the Company with facilities or equipment furnished by the end user of another Interexchange Carrier; or all other claims arising out of any act or omission of the end user in connection with any service provided pursuant to these rates, terms and conditions.

The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the service is rendered.

The Company makes no warranties or representation, express or implied, including warranties or merchantability or fitness for a particular use, except those expressly set forth herein.

The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and end user shall indemnify and hold the Company harmless from any and all losses, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by another party, for any personal injury, to , or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights- of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customer, the Company, may, upon written notice require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

#### *2.1.5 Notification of Service-Affecting Activities*

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

### *2.1.6 Provision of Equipment & Facilities*

The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customers with, the regulations contained in these rates, terms and conditions. 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 use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.

Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer's premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to the 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 facilities furnished pursuant to these rates, terms and conditions, the responsibility of the Company shall be limited to the furnishing of facilities offered under these rates, terms and conditions and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:

- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
- (2) the reception of signals by Customer-provided equipment; or
- (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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.

The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

### *2.1.7 Non-Routine Installation*

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on 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.

#### *2.1.8 Special Construction*

Subject to the arrangement of the Company and to all of the regulations contained in these rates, terms and conditions, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- (1) where facilities are not presently available and there is no other requirement for the facilities so constructed;
- (2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (3) where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- (4) where facilities are requested in a quantity greater than that which the Company would normally construct;
- (5) where installation is on an expedited basis;
- (6) on a temporary basis until permanent facilities are available;
- (7) installation involving abnormal costs; or
- (8) in advance of its normal construction schedules.

Special construction charges for Special Access Services will be determined as described in Section 5 of these rates, terms and conditions.

#### *2.1.9 Ownership of Facilities*

Title to all facilities provided in accordance with these rates, terms and conditions remains in the Company, its agents, contractors or suppliers.

## 2.2 PROHIBITED USES

The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a request with the Company confirming that their use of the Company's offerings

complies with relevant laws and Federal Communications Commission regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the State Regulatory Authority.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

## 2.3 OBLIGATIONS OF THE CUSTOMER

### 2.3.1 *The Customer shall be responsible*

- (1) for the payment of all applicable charges pursuant to these rates, terms and conditions;
- (2) for reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated in the Company's right of recovery of damages to the extent of such payment;
- (3) for providing at no charge, as specified from time to time by the Company, as needed, personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (4) for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in (3) above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;
- (5) for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company 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. asbestos) prior to any construction or installation work.
- (6) for 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 Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible for obtaining under (D) above; and granting or

obtaining permission for Company agents or employees to enter the Customer premises 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; and

- (7) for not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

### *2.3.2 Claims*

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- (1) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and
- (2) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

## 2.4 CUSTOMER EQUIPMENT AND CHANNELS

### *2.4.1 In General*

A Customer may transmit or receive information or signals via the facilities of the Company.

### *2.4.2 Interconnection of Facilities*

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

Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the rates, terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

## 2.5 PAYMENT ARRANGEMENTS

### *2.5.1 Payment for Service*

The Customer is responsible for payment of all charges for services and facilities furnished by the

Company to the Customer or its Joint or Authorized Users.

- (1) Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, 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 Access Services. All such taxes shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. 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's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

### *2.5.2 Billing and Collection of Charges*

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under these rates, terms and conditions attributable to services established, provided, or discontinued during the preceding billing period.

- (1) Non-Recurring Charges are due and payable within 30 days after the invoice date. The Company shall present invoice for Non-Recurring Charges monthly to the Customer.
- (2) The Company shall present invoice for non-usage sensitive Recurring Charges monthly to the Customer, in advance of the month in which service is to be provided. Recurring charges shall be due and payable within 30 days after the invoice date.
- (3) When service does not begin on the first day of the bill cycle, or end on the last day of the bill cycle, charges will be calculated on a pro-rata basis based on a 30-day month.
- (4) Billing of the Customer by the Company will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (5) Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

- (6) The customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Federal Communications Commission in accordance with the Agency's rules of procedures.

### 2.5.3 *Deposits*

- (1) Before the service or facility is furnished to a Customer whose credit has not been duly established, 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. The deposit will not exceed an amount equal to:
  - (a) an amount in excess of two twelfths of the estimated charge for the service for the ensuing twelve months; or
  - (b) one half of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- (2) A deposit may be required in addition to an advance payment.
- (3) The charges for Channel terminations contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.
- (4) When a service or facility 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 or facility is discontinued, the Company may, at its option return the deposit or credit the Customer's account.

### 2.5.4 *Payment of Rates, Charges and Deposits*

#### (1) *Bill Dates*

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under these rates, terms and conditions 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 the Federal Government which will be billed in arrears.

The Company will establish a bill day each month for each Customer account. 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 will be applied to this bill.

Payment for such bills is due in immediately available funds by the payment due date,



as set forth in Section 2.5.4(2) following. If payment is not received by the payment date, a late payment penalty will apply as set forth in Section 2.5.4(2) following.

(2) Payment Dates and Late Payment Penalties

- (a) All bills dated as set forth in Section 2.5.4(1) preceding for service, provided to the Customer by the Company are due 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. If the Customer does not receive a bill at least 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:

- (i) 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.
  - (ii) 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.
- (b) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date as set forth in (a) preceding, or if a payment or any portion of a 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 payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:
- (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company, or
  - (ii) 0.000292 per day, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company.

(3) Billing Disputes Resolved in Favor of the Company

Late payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated as set forth in Section 2.5.4(2)(b) preceding except that when the Customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until 10 days following the payment date.

## (4) Billing Disputes Resolved in Favor of the Customer

If the Customer pays the total billed amount 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 90 days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than 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 refunds the overpayment to the Customer. The penalty interest rate shall be the lesser of:

- (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or
- (ii) 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

*2.5.5 Refusal and Discontinuance of Service*

- (1) Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- (2) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (3) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (4) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (5) Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (6) Upon the Company's discontinuance of service to the Customer under Sections 2.5.4(1) or 2.5.4(2) above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of these rates, terms and conditions, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- (7) The Company may discontinue the furnishings of any and/or all service(s) to a Customer, without incurring any liability:
- (a) Immediately and without notice if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection 2.5.5(7)(a)(i-vi) if:
    - (i) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications service or its planned use of service(s); or
    - (ii) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
    - (iii) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.5(1) above; or
    - (iv) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or
    - (v) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
    - (vi) The Customer uses, or attempts to use, service with the intent to void the payment, either in whole or in part, of the tariffed charges for the service by:
      - (aa) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by these rates, terms and conditions; or
      - (bb) Using tricks, schemes, fake or invalid numbers, false credit devices, electronic devices; or
      - (cc) Any other fraudulent means or devices.
  - (b) Immediately upon written notice to the Customer of any sum thirty (30) days past due;
  - (c) Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5(1), above; or
  - (d) Seven (7) days after sending the Customer written notice of noncompliance with any provision of these rates, terms and conditions if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by

the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- (8) In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

#### *2.5.6 Cancellation of Application for Service*

- (1) Applications for service are non-cancellable 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 as may be specified in this section and Section 3.2.3 of these rates, terms and conditions.
- (2) 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.
- (3) The special charges described in Sections 2.5.6(1) through 2.5.6(2) will be calculated and applied on a case-by-case basis.

### **2.6 ALLOWANCE FOR INTERRUPTIONS IN SERVICE**

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of these rates, terms and conditions by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in Section 2.6.1 following for the part of the service that the interruption affects.

#### *2.6.1 Credit for Interruptions*

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under these rates, terms and conditions. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

#### *2.6.2 Limitations on Allowances*

No credit allowance will be made for:

- (1) interruptions due to the negligence of, or noncompliance with the provision of these rates, terms and conditions by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;
- (2) interruptions due to the negligence of any person other than the Company, including but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- (3) interruptions due to the failure or malfunction of non-Company equipment;
- (4) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (5) interruptions of service during a period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (6) interruption of service due to circumstances or causes beyond the control of the Company;
- (7) the use of 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 applicable rates and charges for the alternative service used.

#### *2.6.3 Cancellation for Service Interruption*

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

## 2.7 CANCELLATION OF SERVICE

If a Customer cancels services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth in Section 2.5.2 above: all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by the Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the rates, terms and conditions for the balance of the then current term.

## 2.8 TRANSFERS AND ASSIGNMENTS

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the

services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

## 2.9 NOTICES AND COMMUNICATIONS

The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

The Company shall provide an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

All notices or other communications required to be given pursuant to these rates, rates, terms and conditions shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

## SECTION 3 ORDERING OPTIONS FOR SPECIAL ACCESS SERVICE

### 3.1 GENERAL

This section sets forth the regulations for Access Service Requests, as defined in these rates, terms and conditions.

#### *3.1.1 Ordering Conditions*

All services offered under these rates, terms and conditions will be ordered using an Access Service Request. The format and terms of the Access Service Request will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single Access Service Request. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- (1) Customer name and Premise(s) address;
- (2) Billing name and address (when different from Customer name and address); and
- (3) Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
- (4) The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the Access Service Request. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation.

#### *3.1.2 Provision of Other Services*

Unless otherwise specified herein, all services offered under these rates, terms and conditions shall be ordered with an Access Service Request.

With the agreement of the Company, other services may subsequently be added to the Access Service Request at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 7.4 of these rates, terms and conditions will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an Access Service Request when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has

already provided the technical information included for the requested service. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineer, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineer may not exceed the original estimated amount by more than ten (10) percent.

## 3.2 ACCESS ORDER

### 3.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will provide a Firm Order Confirmation and the Service Commencement Date contingent on the Access Service Request being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

- (1) Standard Interval: The Standard Interval for Special Access Service will be published.
- (2) Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:
  - (a) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
  - (b) There is no existing facility connecting the Customer premises with the Company; or
  - (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
  - (d) The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Service the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

### 3.2.2 Access Service Request Modifications

The Customer may request a modification of its Access Service Request prior to the Service



Commencement Date. All modifications must be in writing using the industry Access Service Request process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a request modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access Service Order modification will apply as set forth below, on a per occurrence basis.

- (1) Service Commencement Date Charges: Access Service Request service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five (5) business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31<sup>st</sup> day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new Access Service Request with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date change. The applicable charges are set forth in Section 7.4 of these rates, terms, and conditions.

- (2) Design Change Charge: The Customer may request a Design Change to the Service Order. A Design Change is any change to an Access Service Request which requires an Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for the purpose of this subsection and will require issuance of a new Access Service Request and the cancellation of the original Access Service Request, the appropriate cancellation charges will apply.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charge, as set forth in Section 7.4 of these rates, terms, and conditions are in addition to any service Date Change Charges that may apply.

- (3) Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The request for an earlier service date may be received from the Customer prior to its issuance of an Access Service Request, or after the Access Service Request has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However, if, upon reviewing availability of equipment and scheduled workload, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

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

In the event the Company provides service on an expedited basis at the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in these rates, terms and conditions will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 7.4 of these rates, terms and conditions.

### *3.2.3 Cancellation of an Access Service Request*

A Customer may cancel an Access Service Request for the installation of Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. A Customer may negotiate an extension of a service date of an Access Service Request for installation of new service or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31<sup>st</sup> day beyond the original service date, the Access Service Request will be canceled and the appropriate Cancellation Charge will be applied.

Except as - herein, Cancellation Charges will apply as specified in Section 7.4 of these rates, terms and conditions.

If the cancellation occurs prior to the Company's receiving the Access Service Request, no charges shall apply.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotion, the Company shall not be liable for such delay and the Customer may cancel the Access Service Request without incurring cancellation charges.

### *3.2.4 Minimum Period of Service*

The minimum period for which Access Service is provided and for which charges are applicable is one month unless otherwise indicated in these rates, terms and conditions for a service.

- (1) The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non- Recurring Charges will apply for the new service, and a new minimum period will be established:
  - a. A change in the identity of the Customer of record;
  - b. A move by the Customer to a different building;
  - c. A change in type of service.

When Special Access Service is disconnected prior to the expiration of the minimum period, flat-rated recurring charges are applicable for the balance of the minimum period.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

## SECTION 4 SPECIAL ACCESS

### 4.1 GENERAL

Special Access Service provides a transmission path to connect Customer designated premises\*, directly or through a Company hub or hubs where bridging or multiplexing functions are performed, or to connect a Customer designated premises and a WATS Serving Office, or to connect a Customer designated premises to a Public Packet Data Network Service. Special Access Service includes all exchange access not utilizing Company end office switches.

The connections provided by Special Access Service can be either analog or digital. Analog connections are differentiated by spectrum and bandwidth. Digital connections are differentiated by bit rate.

#### 4.1.1 *Channel Types*

There are three types of channels used to provide Special Access Services. Each type has its own characteristics. All are subdivided by one or more of the following:

Transmission specifications,

Bandwidth,

Speed (i.e., bit rate),

Spectrum

Customers can order a basic channel and select from a list of those available transmission parameters and channel interfaces that they desire in order to meet specific communications requirements.

For purposes of ordering channels, each has been identified as a type of Special Access Service. However, such identification is not intended to limit a Customer's use of the channel nor to imply that the channel is limited to a particular use.

\*Company Centrex CO and CO-like switches and packet switches included in Public Packet Switching Network (PPSN) Service are considered to be a Customer designated premises for purposes of these rates, terms and conditions.

Following is a brief description of each type of channel:

Voice Grade - a channel for the transmission of analog signals within an approximate bandwidth of 300 to 3000 Hz.

Digital Data - a channel for the digital transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56.0 or 64.0 Kbps.

High Capacity - a channel for the transmission of isochronous serial digital data at rates of 1.544 or 44.736 Mbps.

Detailed descriptions of each of the channel types are provided in Sections 4.3 through 4.5 following.

The Customer also has the option of ordering Voice Grade and High Capacity facilities (i.e., 1.544 Mbps, 3.152 Mbps) to Company hubs for multiplexing to individual channels of a lower capacity or bandwidth. Descriptions of the types of multiplexing available at the hubs, as well as the number

of individual channels which may be derived from each type of facility, are set forth in Sections 4.3 and 4.5 following. Additionally, the Customer may specify optional features for the individual channels derived from the facility to further tailor the channel to meet specific communications requirements. Descriptions of the optional features and functions available are set forth in Section 4.2.1(3) following.

#### *4.1.2 Service Descriptions*

For the purposes of ordering, there are three categories of Special Access Service. These are:

Voice

Digital Data

High Capacity

Each service consists of a basic channel to which a technical specifications package (customized or predefined), channel interface(s) and, when desired, optional features and functions are added to construct the service desired by the Customer. Technical specifications provided by the Company will apply to Special Access Service.

Customized technical specifications packages will be provided where technically feasible. If the Company determines that the requested parameter specifications are not compatible, the Customer will be advised and given the opportunity to change the order.

When a customized channel is ordered the Customer will be notified whether Additional Engineering Charges apply. In such cases, the Customer will be advised and given the opportunity to change the order.

The channel descriptions provided in Sections 4.3 through 4.5 following, specify the characteristics of the basic channel and indicate whether the channel is provided between Customer designated premises, between a Customer designated premises and a Company hub where bridging or multiplexing functions are performed, between hubs, or between a Customer designated premises and a WATS Serving Office.

- (1) Channel interfaces at each Point of Termination on a two-point service may be symmetrical or asymmetrical. On a multi-point service, they may also be symmetrical or asymmetrical, but communications can only be provided between compatible channel interfaces. Only certain channel interfaces are compatible.
- (2) Only certain channel interface combinations are available with the predefined technical specifications packages. The Company will provide industry standard technical references or instructions regarding where to obtain industry standard technical references. When a customized channel is requested, all channel interface combinations available with the specified type of service are available with the customized channel.
- (3) The option features and functions available with each type of Special Access Service are described in this section. The optional features and functions information also indicated with which technical specifications packages they are available.

#### *4.1.3 Service Configurations*

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

- (1) Two-Point Service: A two-point service connects two Customer designated premises, either on a directly connected basis or through a hub where multiplexing functions are performed, or a Customer designated premises and a wire center equipped for Frame Relay Access Service, or a Customer designated premises and a WATS Serving Office (WSO).

Applicable rate elements are:

Channel Terminations

Channel Mileage (as applicable)

Optional Features and Functions (when applicable)

- (2) Multipoint Service: Multipoint service connects three or more Customer designated premises through one or more Company hubs. Only certain types of Special Access Service are provided as multipoint service. These are so designated in the descriptions for the appropriate channel.

The channel between hubs (i.e., bridging locations) on a multipoint service is a mid-link. There is no limitation on the number of mid-links available with a multipoint service. However, when more than three mid-links in tandem are provided the quality of the overall service may be degraded.

Multipoint service utilizing a customized technical specifications package, as set forth in Section 4.1.2 above, will be provided when technically possible. If the Company determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order.

Applicable Rate Elements are:

Channel Terminations (one per Customer designated premises)

Channel Mileage (as applicable between the serving wire center for each Customer designated premises and the hub and between hubs).

Bridging

Additional Optional Features and Functions (when applicable).

#### 4.1.4 *Alternate Use*

Alternate Use occurs when a service is arranged by the Company so that the Customer can select different types of transmission at different times. A Customer may use a service in any privately beneficial manner. However, where technical or engineering changes are required to effectuate an alternate use, the Company will make such special arrangements available on an individual case basis.

The arrangement required to transfer the service from one operation to the other (i.e., the transfer relay and control leads) will be rated and provided on an individual case basis. The Customer will pay the rates included in Section 7 of these rates, terms and conditions for the Access Service rate elements for the service ordered [i.e., Channel Terminations, Channel Mileage (as applicable) and

Optional Features and Functions (if any)].

#### 4.1.5 *Acceptance Testing*

At no additional charge, the Company will, at the Customer's request, cooperatively test the following at the time of installation:

- (1) For Voice Grade analog services, the acceptance test will include tests for loss, 3-tone slope, DC continuity, operational signaling, C-notched noise, and C-message noise when these parameters are applicable and specified in the order of service. Additionally, for Voice Grade services, a balance (improved loss) test will be made if the Customer has ordered the improved loss optional feature.
- (2) For digital services (i.e., Digital Data and High Capacity), acceptance tests will include tests applicable to the service as specified by the Customer in the order for service.

#### 4.1.6 *Ordering Options and Conditions*

Special Access Service is ordered under the Access Order provisions set forth in Section 3 of these rates, terms and conditions. Also included in that section are other charges which may be associated with ordering Special Access Service (e.g. Service Date Change Charges, Cancellation Charges, etc.)

## 4.2 RATE REGULATIONS

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

#### 4.2.1 *Rate Categories*

There are three basic rate categories which apply to Special Access Service:

- Channel Terminations (described in Section 4.2.1(1) following)
- Channel Mileage (described in Section 4.2.1(2) following)
- Optional Features and Functions (described in Section 4.2.1(3) following).

##### (1) Channel Termination

The Channel Termination rate category recovers the costs associated with the communications path between a Customer designated premises and the serving wire center of that premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability is provided as an optional feature as set forth in (C) following. One Channel Termination charge applies per Customer designated premises at which the channel is terminated. This charge will apply even if the Customer designated premises and the serving wire center are collocated in a Company building.

For DS3 High Capacity Service, the Channel Termination rates are made up of the DS3 Capacity Interface rate and the DS3 Channel Installed rate. The Capacity Interface rate is dependent upon the capacity ordered (i.e., Capacity Interface of 1, 3, 6 or 12) and is applicable at each Customer designated premises. The capacity ordered is the maximum number of DS3 services that can be terminated on a given service at the Customer designated premises (e.g., a capacity of 3 can terminate 1, 2, or 3 DS3 services). One DS3 Channel Installed rate applies per Customer designated premises at which the channel is terminated for each DS3 channel that is ordered. These charges will apply even if the Customer designated premises and the serving wire center are collocated in a telephone company building.

## (2) Channel Mileage

The Channel Mileage rate category recovers the costs associated with the end office equipment and the transmission facilities between the serving wire centers associated with two Customer designated premises, between a serving wire center associated with a Customer designated premises and a Company hub or between two Company hubs. Channel Mileage rates are made up of the Channel Mileage Facility rate and the Channel Mileage Termination rate.

### (a) Channel Mileage Facility

The Channel Mileage Facility rate recovers the per mile cost for the transmission path which extends between the Company serving wire centers and/or hub(s) or between the Company serving wire center and another wire center equipped for Frame Relay Access Service.

### (b) Channel Mileage Termination

The Channel Mileage Termination rate recovers the cost for end office equipment associated with terminating the facility (i.e., basic circuit equipment and terminations at serving wire centers and hubs). The Channel Mileage Termination rate will apply at the serving wire center(s) for each Customer designated premises and Company hub where the channel is terminated. If the Channel Mileage is between Company bridging hubs, the Channel Mileage Termination rate will apply per Company designated hub. If the Channel Mileage is between the serving wire center for a Customer designated premises and a WATS Serving Office, the Channel Mileage Termination rate will apply at both the serving wire center associated with the Customer designated premises and the WATS Serving Office. If the Channel Mileage is between the serving wire center for a Customer designated premises and another wire center equipped for Frame relay Access Service, the Channel Mileage Termination Rate will apply only at the serving wire center for the Customer designated premises. When the Channel Mileage Facility is zero (i.e., collocated serving wire centers), neither the Channel Mileage Facility rate nor the Channel Mileage Termination rate will apply.

## (3) Optional Features and Functions

The Optional Features and Functions rate category recovers the costs associated with optional features and functions which may be added to a Special Access Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result



in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

Signaling Capability

Hubbing Functions

Conditioning

Transfer Arrangements

Descriptions for each of the available Optional Features and Functions are set forth in Sections 4.3 through 4.5 following.

A hub is a Company designated serving wire center at which bridging or multiplexing functions are performed. The bridging functions performed are to connect three or more Customer designated premises in a multipoint arrangement. The multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

#### *4.2.2 Types of Rates and Charges*

There are two types of rates and charges. These are monthly rates and nonrecurring charges. The rates and charges are described as follows:

##### **(1) Monthly Rates**

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

##### **(2) Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Special Access Service are: installation of service, installation of optional features and functions, and service rearrangements.

###### **(a) Installation of Service**

Nonrecurring charges apply to each service installed. The nonrecurring charges for the installation of service are set for each channel type as a nonrecurring charge for the Channel Termination.

###### **(b) Installation of Optional Features and Functions**

When optional features and functions are installed coincident with the initial installation of service, no separate nonrecurring charge is applicable. When optional features and functions are installed or changed subsequent to the installation of service, an Access Order Charge, as specified in Section 7.4 of

these rates, terms and conditions will apply per order.

(c) Service Rearrangements

Service rearrangements are changes to existing (installed) services which may be administrative only in nature, as set forth following, or that involve actual physical change to the service. Changes to pending orders are set forth in Section 3.2 preceding.

Changes in the physical location of the point of termination or Customer designated premises are moves as set forth in Section 4.2.3 following.

Changes in the type of Service or Channel Termination which result in a change of the minimum period requirement will be treated as a discontinuance of the service and an installation of a new service.

Changes in ownership or transfer of responsibility from one Customer to another will be treated as a discontinuance of the service and an installation of a new service. In the event the change in ownership or transfer of responsibility is as set forth in Section 2.1.2 of these rates, terms and conditions where there is no change in facilities or arrangements, the change will be treated as an administrative change.

Administrative changes will be made without charge(s) to the Customer. Administrative changes are as follows:

Change of Customer name;

Change of Customer or Customer's end user premises address when the change of address is not a result of physical relocation of equipment;

Change in billing data (name, address, or contact name or telephone number);

Change of agency authorization;

Change of Customer circuit identification;

Change of billing account number;

Change of Customer test line number;

Change of Customer or Customer's end user contact name or telephone number; and

Change of jurisdiction.

All other service rearrangements will be charged as follows:

If the change involves the addition of other Customer designated premises to an existing service, the nonrecurring charge for the Channel Termination rate element will apply. The charge(s) will apply only for the location(s) that is being

added. The charge(s) will be in addition to an Access Order Charge as set forth in Section 7.4 of these rates, terms and conditions.

If the change involves the addition of an optional feature or function (with the exception of the addition of Clear Channel Capability to an existing service), or if the change involves changing the type of signaling on a Voice Grade service, and for all other changes the Access Order Charge as set forth in Section 7.4 of these rates, terms and conditions will apply.

When the Clear Channel Capability optional feature is installed on an existing facility, the addition will be treated as a discontinuance and start of service and all associated non- recurring charges will apply.

#### *4.2.3 Moves*

A move involves a change in the physical location of one of the following:

- The Point of Termination at the Customer's premises; or
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

##### *(1) Moves within the Same Building*

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring (i.e., installation) charge for the service termination affected. There will be no change in the minimum period requirements. This charge is in addition to the Access Order Charge as specified in Section 7.4 of these rates, terms and conditions.

##### *(2) Moves to a Different Building*

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new services. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

#### *4.2.4 Minimum Periods*

The minimum service period for all services except DS3 High Capacity Service is one month and the full monthly rate will apply to the first month. The minimum service period for DS3 High Capacity service is twelve months.

#### *4.2.5 Mileage Measurements*

The mileage to be used to determine the monthly rate for the Channel Mileage Facility is calculated on the airline distance between the locations involved, i.e.,

- the serving wire centers associated with two Customer designated premises,
- a serving wire center associated with a Customer designated premises and a Company hub,
- a serving wire center associated with a Customer designated premises and a wire center equipped for Frame Relay Access Service,
- a serving wire center associated with a Customer designated premises and an ADSL Access Service Connection Point,
- two Company hubs,
- or between the serving wire center associated with a Customer designated premises and a WATS Serving Office.

The serving wire center associated with a Customer designated premises is the serving wire center from which this Customer designated premises would normally obtain dial tone.

Mileage charges are shown with each channel type. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC NO. 4, then multiply the resulting number of miles times the Channel Mileage Facility per mile rate, and add the Channel Mileage Termination rate for each termination. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage and applying the rates. When more than one exchange carrier is involved in the provision of service, billing will be accomplished through the use of meetpoint billing arrangements.

When hubs are involved, mileage is computed and rates applied separately for each section of the Channel Mileage, i.e.,

- Customer designated premises serving wire center to hub,
- hub to hub and/or
- hub to Customer designated premises serving wire center.

However, when any service is routed through a hub for purposes other than Customer specified bridging or multiplexing (e.g., the Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the serving wire centers associated with the Customer designated premises.

See the service configuration example for multipoint service as set forth in 4.1.3(2) preceding.

#### 4.2.6 Facility Hubs

A Customer has the option of ordering Voice Grade service or High Capacity services (i.e., DS1, DS1C, DS2, DS3 or DS4) to a facility hub for channelizing to individual services requiring lower capacity facilities.

Different locations may be designated as hubs for different facility capacities, e.g., multiplexing from digital to digital may occur at one location while multiplexing from digital to analog may occur at a different location. When placing an Access Order, the Customer will specify the desired hub.

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identifies serving wire centers, hub locations, hub level (i.e., Hub, Terminus Hub, Intermediate Hub, or Super-Intermediate Hub) and the type of multiplexing functions available. Additionally, subtending wire centers are identified for Intermediate and Super- Intermediate Hubs.

Some of the types of multiplexing available include the following:

- from higher to lower bit rate
- from higher to lower bandwidth
- from high capacity to voice frequency channels.

Point to point services may be provided on channels of these services to a hub. The transmission performance for the point to point service provided between Customer designated premises will be that of the lower capacity or bit rate. For example, when a 1.544 Mbps channel is multiplexed to voice frequency channels, the transmission performance of the channelized services will be Voice Grade, not High Capacity.

The Company will commence billing the monthly rate for the service to the hub on the date specified by the Customer on the Access Order. Individual channels utilizing these services may be installed coincident with the installation of the service to the hub or may be ordered and/or installed at a later date, at the option of the Customer. The Customer will be billed for a Voice Grade or a High Capacity Channel Termination, Channel Mileage (when applicable), and the multiplexer at the time the service is installed. Individual service rates (by service type) will apply for a Channel Termination and additional Channel Mileage (as required) for each channelized service. These will be billed to the Customer as each individual service is installed.

Cascading multiplexing occurs when a High Capacity service is de-multiplexed to provide channels with a lesser capacity and one of the lesser capacity channels is further de-multiplexed. For example, a 6.312 Mbps High Capacity service is de-multiplexed to four DS1 channels and then one of the DS1 channels is further de-multiplexed to 24 individual Voice Grade channels.

When cascading multiplexing is performed, whether in the same or a different hub, a charge for the additional multiplexing unit also applies. When cascading multiplexing is performed at different hubbing locations, Channel Mileage charges also apply between the hubs.

#### *4.2.7 High Capacity Term Discount Plan*

The Term Discount plan applies to Special Access DS1 and DS3 High Capacity Service Channel Termination, Channel Mileage Facility and Channel Mileage Termination monthly rates, as set forth following. The current monthly rates for such services are reduced by a fixed percentage. The amount of the discount percentage differs based on the length of the service commitment period selected by the Customer. The Term Discount percentages for High Capacity Service are as set forth in Section 7.3 of these rates, terms and conditions.

Discounts for the Term Discount plan are only applied to High Capacity Service provided to a Customer within the same state and LATA by the same Company.

Discounts for the Capacity Discount plan are only applied to Special Access DS3 High Capacity Service Channel Termination monthly rates.

### (1) Term Discounts

DS1 and DS3 High Capacity Special Access Service may be ordered at the Customer's option on a monthly rate basis or for Term Discount periods of 36 months (3 years) or 60 months (5 years).

The minimum service period for all Term Discount plans is twelve months. The Customer must specify the length of the service commitment period at the time the service is ordered.

For Customers that subscribe to the Term Discount plan for 36 or 60 months, the Term Discount will be frozen from Company initiated decreases, for the entire discount period at the percent in effect at the beginning of the Term Discount period.

If a Term Discount Percentage increase occurs during the term of an existing Term Discount plan, the increased percentage will be applied automatically to the remainder of the current Term Discount period.

At the end of the Term Discount period, the Customer may convert to month-to-month service or subscribe to a new Term Discount plan. If the Customer does not make a choice by the end of the discount period, the rates will automatically convert to month-to-month service rates.

To be included in a Term Discount plan all eligible High Capacity rate elements must be ordered for the same commitment term (i.e., all 36 months or all 60 months) and with the same service date. When additional capacity is subsequently added, it will be available only on a month-to-month basis unless the discount period of the entire service is upgraded.

Eligible DS1 or DS3 High Capacity rate elements are those Channel Terminations, Channel Mileage Facility and Channel Mileage Terminations provided to a Customer within the same state and LATA by the same telephone company. As long as the number of DS1s or DS3s included in a Term Discount plan remains constant, Customer requests to install and disconnect DS1 or DS3 services, including changes affecting different wire centers and/or Customer designated premises, will not change the current Term Discount period or the minimum service period and Discontinuance of Service charges as set forth in (c) following will not apply.

#### (a) Upgrades in Term Discounts

Services provided under monthly rates or Term Discount rates may be upgraded to a Term Discount plan at any time without incurring Channel Termination nonrecurring charges or discontinuance charges for existing services. The new Term Discount plan must meet or exceed the service term of the plan being upgraded. For example, a service with a 36-month commitment period may be upgraded to a new 36-month, or 60 month service period. The monthly rates will be those that are in effect at the time the service is upgraded. A new minimum service period applies to all High Capacity Service that is upgraded.

#### (b) Upgrades in Capacity (DS1 to DS3)

If the Customer chooses to upgrade a service under the Term Discount rate plan to a higher capacity (i.e., DS1 to DS3), discontinuance charges will not

apply, provided all the following conditions are met:

- (i) the Customer's order for the disconnect of the existing DS1 Service and the installation of the new DS3 Service are received at the same time and specifically reference the application of upgrade in capacity;
- (ii) the Customer's disconnect order for the existing DS1 Service must reference the DS3 Service installation order;
- (iii) the new service has a total voice equivalent channel capacity greater than the total voice equivalent channel capacity of the service being discontinued; and
- (iv) the new Term Discount period meets or exceeds the Term Discount period being discontinued.

A new minimum service period applies to all upgrades. Channel Termination nonrecurring charges for an equivalent channel capacity of the existing services being upgraded to the higher speed service will not be assessed. For example, 30 DS1 Services are being upgraded to DS3 Service. A capacity of 3 is installed at the Customer's request. A total of 2 DS3 Channel rate elements will be installed without Channel Termination nonrecurring charges being assessed, as it will require 2 DS3 Channel rate elements to provide the equivalent channel capacity of the existing services. Channel Termination nonrecurring charges will not apply to the upgraded lower speed services placed on the higher speed service if requested at the same time as the upgrade request. Channel Termination nonrecurring charges will apply for capacity that exceeds the existing equivalent channel capacity.

Should the Customer choose to upgrade either a portion of, or the entire DS1 Service under the Term Discount plan to a DS3 Service and move the service to a new Customer location(s) within the same state and LATA, and when service is provided by the same telephone company, discontinuance charges will not apply.

(c) Discontinuance of Service

If the Customer chooses to disconnect all or a portion of the service prior to the expiration of the Term Discount period, discontinuance charges will apply to the portion of the service being discontinued.

Should the Customer choose to discontinue a Term Discount plan prior to the completion of the minimum service period, discontinuance charges will apply. Discontinuance charges equal to one hundred percent of the total undiscounted monthly rates, less any amounts previously paid, will apply for the minimum service period. Additionally, discontinuance charges of fifteen percent for DS1 service, and fifty percent for DS3 service, of the total undiscounted monthly charges will apply to the remaining portion of the discount service term.

Should the Customer choose to discontinue service ordered under a Term Discount plan after the minimum service period but before the completion of

the discount period, discontinuance charges will apply. Discontinuance charges of fifteen percent for DS1 Service, and fifty percent for DS3 Service, of the total undiscounted monthly charges will apply to the remaining portion of the discount period. For example, a Customer has a DS1 Service which it chooses to discontinue after 33 months into a 60-month service term. The discontinuance charge would be 0.15 times 27 months times the undiscounted monthly rates for that service.

## 4.3 VOICE GRADE SERVICE

### 4.3.1 *Basic Channel Description*

A Voice Grade channel is a channel which provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may be terminated as two-wire or four-wire. Voice Grade channels are provided between Customer designated premises, between a Customer designated premises and a Company hub or hubs, or between a Customer designated premises and a WATS Serving Office (WSO).

Voice Grade Special Access Services are typically used for voice and voiceband data applications. Typical examples of voice grade circuits are Foreign Exchange lines (station end only), multipoint private line, voice trunk type, two-point voice grade data (one-way or simultaneous two-way), multipoint voice grade data, and voice grade telephoto or facsimile. These examples of applications are not intended to limit a Customer's use of the channel nor to imply that the channel is limited to a particular use.

Rates and charges for Special Access Voice Grade Service are as set forth in Section 7.1 of these rates, terms and conditions.

### 4.3.2 *Technical Specifications Packages and Network Channel Interfaces*

The Company will provide technical specification packages at the time the Voice Grade Service is ordered by the Customer. The Company will also provide the Customer with information regarding compatible network channel interfaces, as needed at the time the Voice Grade Service is ordered.

### 4.3.3 *Optional Features and Functions*

#### (1) Central Office Bridging Capability

- (a) Voice Bridging (two-wire and four-wire)
- (b) Data Bridging (two-wire and four-wire)
- (c) Telephoto Bridging (two-wire and four-wire)
- (d) DATAPHONE Select-A-Station Bridging with sequential arrangement ports or addressable arrangement ports



(e) Telemetry and Alarm Bridging

Split Band, Active Bridging Passive Bridging Summation, Active Bridging

(2) Conditioning

Conditioning provides more specific transmission characteristics for Voice Grade services.

For two-point services, the parameters apply to each service as measured end- to-end. For multipoint services, the parameters apply as measured on each mid- link or as measured on each end link. C-Type conditioning and Data Capability may be combined on the same service.

Industry standard technical references shall apply to all conditioning provided by the Company. The Company will identify the applicable technical reference publication(s) to the Customer following receipt of an Access Service Request that includes a request for conditioning.

(a) C-Type Conditioning

C-Type Conditioning is provided for the additional control of attenuation distortion and envelope delay distortion on data services. The attenuation distortion and envelope delay distortion specifications for C-Type Conditioning are delineated in applicable technical references to be identified by the Company.

(b) Improved Attenuation Distortion

Improved Attenuation Distortion upgrades the frequency versus loss limits of the channel. The technical specifications for Improved Attenuation Distortion are delineated in applicable technical references to be identified by the Company. This option is available only when ordered in combination with C-Type Conditioning.

(c) Improved Envelope Delay Distortion

Improved Envelope Delay Distortion upgrades the frequency versus delay response limits of the channel. The technical specifications for Improved Envelope Delay Distortion are delineated in applicable technical references to be identified by the Company. This option is available only when ordered in combination with C-Type Conditioning.

(d) Data Capability (DConditioning)

Data Capability provides transmission characteristics suitable for data communications. Specifically, Data Capability provides for the control of Signal to C-Notched Noise Ratio and intermodulation distortion. It is available for two-point services or three-point multipoint services.

The Signal to C-Notched Noise Ratio and intermodulation distortion parameter for Data Capability are delineated in applicable technical references to be identified by the Company. The rate for this option is set forth in Section 7.1 of these rates, terms and conditions.

When a service equipped with Data Capability is used for voice communications, the quality of the voice transmission may not be satisfactory.

(3) Customer Specified Premises Receive Level

This option allows the Customer to specify the receive level at the Point of Termination. The level must be within a specific range on effective four- wire transmission. The ranges are delineated in applicable industry standard technical references to be identified by the Company following receipt of an Access Service Request requesting Customer specified receive level. The rate for this option is set forth in Section 7.1 of these rates, terms and conditions.

(4) Improved Return Loss

- (a) On Effective Four-Wire Transmission at Four-Wire Point of Termination (applicable to each two- wire port): Provides for a fixed 600-ohm impedance, variable level range and simplex reversal. Company equipment is required at the Customer's premises where this option is ordered. The Improved Return Loss parameters are delineated in applicable industry standard technical references to be identified by the Company. The rate for this option is set forth in Section 7.1 of these rates, terms and conditions.
- (b) On Effective Two-Wire Transmission at Two-Wire Point of Termination: Provides for more stringent Echo Control specifications. In order for this option to be applicable, the transmission path must be four-wire at one POT and two-wire at the other POT. Placement of Company equipment may be required at the Customer's premises with the two-wire POT. The Improved Return Loss parameters are delineated in applicable industry standard technical references to be identified by the Company. The rate for this option is set forth in Section 7.1 of these rates, terms and conditions.

(5) Signaling Capability

Signaling Capability provides for the ability to transmit signals from one Customer premises to another Customer premises on the same service. The rate for this option is set forth in Section 7.1 of these rates, terms and conditions.

Technical Publication TR-TSY-000335 contains network channel interfaces for which Voice Grade service do not require signaling capability. A comprehensive list of specific Network Channel Interface codes can be obtained from Telcordia Technologies, Inc.

Technical Publication TR-TSY-000335 contains network channel interfaces for which Voice Grade service require signaling capability. The signaling capability charge will not apply when used in the provision of WATS access service.

(6) Selective Signaling Arrangement

An arrangement that permits code selective ringing for up to ten codes on a multipoint service. The rate for this option is set forth in Section 7.1 of these rates, terms and conditions.

## (7) Transfer Arrangement

An arrangement that affords the Customer an additional measure of flexibility in the use of an access channel(s). The arrangement can be utilized to transfer a leg of a Special Access Service to another channel that terminates in either the same or a different Customer premises. A key activated or dial-up control service is required to operate the transfer arrangement. A spare channel, if required, is not included as part of the option. The rate for this option is set forth in Section 7.1 of these rates, terms and conditions.

## (8) Public Packet Switching Network (PPSN) Interface Arrangement

An arrangement that provides the interface requirements that permit a Voice Grade service to interface with a Public Packet Switching Network packet switch located in a Company premises. The interface is compatible with X.25 and X.75 packet switching protocols as defined by the CCITT. This option is provided on an Individual Case Basis as set forth in Section 5.2 of these rates, terms and conditions.

## (9) Four-Wire/Two-Wire Conversions

When a Customer requests that an effective four-wire channel be terminated with a two-wire channel interface at the Customer designated premises, a four-wire to two-wire conversion is required. The Customer will be charged the four-wire Channel Termination rate as set forth in Section 7.1 of these rates, terms and conditions when an effective four-wire is specified in the order for service. The rate for the conversion is included as part of the basic four-wire Channel Termination rate.

## (10) Improved Two-Wire Voice Transmission

## (a) Loss Deviation

The maximum Loss Deviation of the 1004 Hz loss relative to the Expected Measured Loss (EML) is -4.0 dB to +4.0 dB.

## (b) Attenuation Distortion

The maximum Attenuation Distortion in the 404 to 280 Hz frequency band relative to loss at 1004 Hz is -2.0 dB to +6.0 dB.

## (c) C-Message Noise

The maximum C-Message Noise for the transmission path at the route miles listed is less than:

<u>Route Miles</u>	<u>C-Message Noise</u>
less than 50	35 dBrnc
51 to 100	37 dBrnc
101 to 200	40 dBrnc
201 to 400	43 dBrnc
401 to 1000	45 dBrnc

## (d) Return Loss

The Return Loss, expressed as Echo Return Loss (ERL) and Singing Return Loss

(SRL), is equal to or greater than:

ERL 13.0 dB

SRL 6.0 dB

The rate for the provision of Improved Two-Wire Voice Transmission is included as part of the basic Channel Termination rate.

## 4.4 DIGITAL DATA SERVICE

### 4.4.1 *Basic Channel Description*

A Digital Data channel is a channel for duplex four-wire transmission of synchronous serial data at the rate of 2.4, 4.8, 9.6, 19.2, 56.0 or 64.0\* Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides a synchronous service with timing provided by the Company through the Company's facilities to the Customer in the received bit stream. Digital Data channels are provided as either hubbed or non-hubbed services between Customer designated premises or between a Customer designated premises and a Company hub or hubs. The hubs providing hubbed digital service and the wire centers providing non-hubbed digital service are identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF FCC NO. 4 .

The Customer may provide the Channel Service Unit-type equipment or other Network Channel Terminating Equipment associated with the Digital Data channel at the Customer premises.

The Company will provide a channel capable of meeting a monthly average performance equal to or greater than 99.875% error-free seconds (if provided through a Digital Data hub) while the channel is in service, if it is measured through a CSU equivalent which is designed, manufactured, and maintained to conform with the specifications contained in applicable industry standard technical references to be identified by the Company.

Rates and charges for Special Access Digital Data Service are as set forth in Section 7.2 of these rates, terms and conditions.

### 4.4.2 *Technical Specifications Packages and Network Channel Interfaces*

The Company will provide technical specification packages at the time the Digital Data Service is ordered by the Customer. The Company will also provide the Customer with information regarding compatible network channel interfaces, as needed at the time the Digital Data Service is ordered.

\*When 64.0 Kbps service is multiplexed on a DS1 High Capacity service, the DS1 must be equipped to provide Clear Channel Capability.

### 4.4.3 *Optional Features and Functions*

The Optional Features and Functions described in (1), (2), and (3) following are only available where Digital Data Service is provided via a hub. The Optional Features and Functions described in (D) following are available where Digital Data Service is provided on a non-hubbed basis.

- (1) Central Office Bridging Capability

Bridging is not available on a 64.0 Kbps channel.

(2) Transfer Arrangement

An arrangement that affords the Customer an additional measure of protection and/or flexibility in the use of their access channel(s) on a 1xN basis. The arrangement can be utilized to transfer a leg of a Special Access Service to either a spare or working channel that terminates in either the same or a different Customer designated premises. This arrangement is only available at a Company designated hub. A key activated or dial-up control service is required to operate the transfer arrangement. A spare channel, if required, is not included as a part of the option.

(3) Public Packet Switching Network (PPSN) Interface Arrangement

An arrangement that provides the interface requirements that permit a Digital Data Service to interface with a Public Packet Switching Network packet switch located in a Company premises. The interface is compatible with X.25 and X.75 packet switching protocols as defined by the CCITT.

## 4.5 HIGH CAPACITY SERVICE

### 4.5.1 Basic Channel Description

A High Capacity channel is a channel for the transmission of nominal 64.0 Kbps\* or 1.544, 3.152, 6.132, 44.736, or 274.176 Mbps isochronous serial data. The actual bit rate is a function of the channel interface selected by the Customer. High Capacity channels are provided between Customer designated premises or between a Customer designated premises and a Company hub or hubs.

The Customer may provide the Network Channel Terminating Equipment associated with the High Capacity channel at the Customer's premises.

A channel with technical specifications package HC1 will be capable of an error-free second performance of 98.75% over a continuous 24-hour period as measured at the 1.544 Mbps rate through a CSU equivalent which is designed, manufactured, and maintained to conform with the specifications contained applicable industry standard technical references to be identified by the Company.

Rates and charges for Special Access High Capacity Service are as set forth in Section 7.3 of these rates, terms and conditions.

\*Available only as a channel of a 1.544 Mbps facility to a Company Digital Data hub or as a cross connect of two 2.4, 4.8, 9.6, 56.0 or 64.0 Kbps channels of two 1.544 Mbps facilities to a Digital Data hub(s). The Customer must provide system and channel assignment data.

### 4.5.2 Technical Specifications Packages and Network Channel Interfaces

The Company will provide technical specification packages at the time the High Capacity Service is ordered by the Customer. The Company will also provide the Customer with information regarding compatible network channel interfaces, as needed at the time the High Capacity Service

is ordered.

#### 4.5.3 *Optional Features and Functions*

##### (1) Automatic Loop Transfer

The Automatic Loop Transfer provides protection on a 1xN basis against failure of the facilities between a Customer designated premises and the wire center serving that premises. Protection is furnished through the use of a switching arrangement that automatically switches to a spare channel line when a working line fails. The spare channel is not included as a part of the option. This option requires compatible equipment at both the serving wire center and the Customer designated premises. The Customer is responsible for providing the equipment at its designated premises.

##### (2) Transfer Arrangement

An arrangement that affords the Customer an additional measure of flexibility in the use of their access channel(s). The arrangement can be utilized to transfer a leg of a Special Access Service to either a spare or working channel that terminates in either the same or a different Customer designated premises. A key activated or dial-up control service is required to operate the transfer arrangement. A spare channel, if required, is not included as part of the option.

##### (3) Central Office Multiplexing

###### (a) DS4 to DS1

An arrangement that converts a 274.176 Mbps channel to 168 DS1 channels using digital time division multiplexing.

###### (b) DS3 to DS1

An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

###### (c) DS2 to DS1

An arrangement that converts a 6.312 Mbps channel to four DS1 channels using digital time division multiplexing.

###### (d) DS1C to DS1

An arrangement that converts a 3.152 Mbps channel to two DS1 channels using digital time division multiplexing.

###### (e) DS1 to Voice

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with Voice Grade Services. A channel(s) of this DS1 to the Hub can also be used for a Digital Data Service.

###### (f) DS1 to DS0

An arrangement that converts a 1.544 Mbps channel to 23 64.0 Kbps channels

utilizing digital time division multiplexing.

(g) DS0 to Subrate

An arrangement that converts a 64.0 Kbps channel to subspeeds of up to twenty 2.4 Kbps, ten 4.8 Kbps, or five 9.6 Kbps channels using digital time division multiplexing.

(4) Clear Channel Capability(CCC)

(a) CCC is an arrangement that allows a Customer to transport 1.536 Mbps information rate signals over a 1.544 Mbps High Capacity channel or over a 1.544 Mbps High Capacity channel derived from a multiplexed 44.736 Mbps High Capacity channel with no constraint on the quantity or sequence of one and zero bits. This arrangement requires the Customer signal at the channel interface to conform to Bipolar with Eight Zero Substitution (B8ZS) line code as described in applicable industry standard technical references. The Company will identify the applicable technical references as needed.

(b) CCC is provided, subject to availability of facilities, on DS1/1.544 Mbps High Capacity channels between two Customer designated premises and on multiplexed DS3/44.736 Mbps High Capacity channels or multiplexed DS1/1.544 Mbps High Capacity channels\* between a Company hub office and a Customer designated premises. The wire centers providing CCC are identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF FCC NO. 4.

(c) The CCC optional feature may be ordered at the same time the High Capacity service is ordered or it may be ordered as an addition to an existing High Capacity Service. The Customer must agree to out-of- service periods required to add this feature to an existing High Capacity Service. The charges for the CCC optional feature are as set forth in Section 4.2.2(2)(c) preceding.

\*Available only on a DS1-to-Digital multiplexed configuration.

## SECTION 5 SPECIAL CONSTRUCTION

### 5.1 SPECIAL CONSTRUCTION

#### *5.1.1 Basis for Rates and Charges*

Rates and charges for special construction will be determined by the Company on an Individual Case Basis and based, in part, 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.

#### *5.1.2 Termination Liability*

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- (1) The termination liability period is the initial service term with respect to said specially constructed facilities.
- (2) The amount of maximum termination liability is equal to the rates and charges established pursuant to Section 5.1.1 above:
- (3) The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 5.1.2(2) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. This product is adjusted to reflect applicable taxes.

### 5.2 INDIVIDUAL CASE BASIS ARRANGEMENT

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.



## SECTION 6 PUBLIC PACKET DATA NETWORK

## 6.1 STAND-ALONE BROADBAND NETWORK TRANSPORT (SABNT)

6.1.1 *General*

- (1) Stand-Alone Broadband Network Transport (SABNT) Service is a high-speed packet-based advanced data service that provides connectivity between Customer Locations, using packet-switching technology and Internet Protocol (IP). In connection with SABNT, the Company offers Virtual Local Area Network (VLAN) service through use of Virtual Private Network (VPN) functions.

- (2) SABNT Service provides transport services with capabilities for various service arrangements that may be used to meet individual customer needs.

- (3) The SABNT customer is responsible for providing and maintaining all required customer premises equipment (CPE), which is compatible with SABNT and complies with the standards for either Ethernet or IP, whichever is utilized by the customer for the SABNT service, specified in one or more of the following technical publications.

Ethernet	IEEE Std. 802.3 - 2000, Part 3, Clauses 14, 15, 21, 26, 29, and 34 through 38 - Information Technology – Telecommunications and Information Exchange Between Systems – Local and Metropolitan Area Networks – Specific Requirements
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IP	Request For Comments (RFC) 791, Internet Protocol, DARPA Internet Program Protocol Specification, September 1981.
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VPN	Request For Comments (RFC) 2547, Border Gateway Protocol/Multiprotocol Label Switching/Virtual Private Networks (BGP/MPLS/VPNs), March 1999.
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- (4) SABNT Service, as provided under the provisions of these rates, terms and conditions section, is offered for Customer premises located within the Telephone Company's local exchange service areas.
- (5) The regulations and rates specified herein are in addition to the applicable regulations specified in other sections of these rates, terms and conditions and other tariffs of the Company.
- (6) The Company's SABNT rates are as set forth in Section 7.9 of these rates, terms and conditions.
- (7) For SABNT Service, the Service Date Change Charge, Expedited Orders Charge and Cancellation Charge, as defined in Section 3 preceding, are applicable.

### 6.1.2 Regulations

#### (1) Explanation of Terms

##### (a) Stand-Alone Broadband Network Transport Service

Stand-Alone Broadband Network Transport Service is a data transport service which emulates the properties of a circuit-switched network allowing Local Area Networks (LANs) to send bi-directional traffic to other LANs.

##### (b) Local Area Network (LAN)

A Local Area Network (LAN) is a communications network spanning a limited geographical area. A LAN connects computers and other peripheral equipment for data communications purposes typically within a building or campus environment.

##### (c) Virtual Local Area Network (VLAN)

A Virtual Local Area Network (VLAN) is a logical grouping of SABNT connections that allows data transmission between such connections to occur as if all connections are on the same physical LAN.

##### (d) Class of Service (CoS)

Class of Service (CoS) is a way of managing traffic in a network by grouping similar types of traffic together and treating each type as a class with its own level of service priority.

##### (e) Stand-Alone Broadband Network Transport (SABNT) Connection

A SABNT Connection provides high-speed data connections that are a part of a packet-based IP network within Company local service areas. SABNT Service provides the ability to order Ethernet Service or other supported packet-based services where a single customer connection can support multiple applications with varying Classes of Service (CoS).

SABNT Service provides customer capabilities to support different Classes of Service (CoS), i.e., Real-Time, Business Critical, Interactive, and Best Effort, as described in Section 6.1.2(1)(h) following, over the same SABNT Connection allowing increased flexibility to provision bandwidth requirements for voice, data, and video applications. The customer specifies the required Class of Service (CoS) Package Profile for each SABNT Connection.

For each SABNT Connection, the customer's bandwidth will be limited to the bandwidth associated with each CoS specified in the CoS Package Profile selected by the customer.

A SABNT Connection is capable of interconnecting with other packet-based connections that are operating within the Company's local service area.

A SABNT Connection provides data channel transport that connects a customer's premise to the SABNT wire center associated with the SABNT Connection. Customer locations greater than 10 miles from the SABNT wire center will have an associated additional mileage charge.

(f) Stand-Alone Broadband Network Transport (SABNT) Connection Additional Mileage Charge

Additional mileage charges associated with a SABNT Connection apply when the total distance from the customer premises to the SABNT wire center serving the customer's premises is greater than the distance in miles covered by the SABNT Connection charge. The distance covered by the SABNT Connection charge is ten (10) miles. The additional mileage is measured in airline miles from the customer premises to the SABNT wire center associated with the SABNT Connection. Fractions of miles will be considered as a whole mile.

(g) VLAN Aggregation

Customers subscribing to a SABNT Arrangement are provided with the VLAN Aggregation feature. VLAN Aggregation provides multiple LAN connectivity across a common physical connection. This feature supports customer aggregation of traffic from multiple remote customer locations. This aggregated traffic can be transported back to a central location and across a common SABNT Service interface. VLAN Aggregation utilizes IEEE 802.1Q VLAN Tagging procedures.

The VLAN Aggregation Service Establishment Charge is a charge to provision a SABNT Connection with the VLAN Aggregation feature and identifies the host connection or the "aggregator" connection.

The VLAN Aggregation Network Assignment Charge is a charge to provision any remote connection to the VLAN Aggregation host "aggregator" connection.

(h) Class of Service (CoS) Package Profile

For each SABNT Connection the customer must decide the mix of packet-based applications to be supported on that Connection, the Class of Service (CoS) Package Profile, and the amount of bandwidth to be assigned for each CoS. The customer's bandwidth will be limited to the fixed speed associated with each CoS. Therefore, total bandwidth available to support transmission of a specific CoS will depend upon the size of the customer's SABNT Connection and the specific CoS percentages the customer selects for the SABNT Connection.

A customer may select different CoS Package Profiles for different connections that share the same network VLAN, or SABNT network arrangement. However, technical limitations may limit the total number of different CoS Package Profiles that can be utilized in a single SABNT network arrangement.

SABNT Connections support the following CoS:

1. **Real-Time.** This CoS supports Voice over Internet Protocol (VoIP) applications. The Real-Time CoS is supported by a low latency queue.
2. **Business Critical.** This CoS supports mission-critical business data applications. These applications tend to be data specific and may include medical imaging, electronic funds transfer, medical records transfer, etc.
3. **Interactive Video.** This CoS supports interactive video applications.
4. **Best-Effort.** This CoS is the default CoS for all other traffic that is not defined as Business Critical, Interactive Video, or Real-Time and is included, at no additional charge, with the SABNT Connection charge. Customer traffic that is not marked with a particular CoS will be treated as Best Effort. Traffic with the Best Effort CoS will have the lowest priority on the network and will support lower priority data applications, such as email and file transfer protocol (FTP).

(i) **Reconfiguration Changes**

A customer request to modify a SABNT Connection subsequent to the establishment of the connection is considered a reconfiguration change. Nonrecurring charges provided for processing certain reconfiguration changes are the Service Reconfiguration Charge and System Reconfiguration Charge. The appropriate reconfiguration charge is dependent upon the physical work required to fulfill the reconfiguration change request and applies as specifically set forth herein in lieu of other SABNT nonrecurring charges. Such changes are not treated as disconnects and do not change minimum period requirements.

A Service Reconfiguration Charge is applicable for requests where the work required is a minor change that does not involve changing the physical service type. The Service Reconfiguration Charge is applicable as set forth in 6.1.2(3)(d)(2) following for a request to change an existing connection to a different connection that is the same physical service type but is considered to be a lower order of service.

A System Reconfiguration Charge is applicable for requests where the work required involves changing to a different physical service type or involves major support system changes. The System Reconfiguration Charge is applicable as set forth in 6.1.2(3)(d)(1) following for requests to change an existing connection to a different connection that is a different physical service type. The System Reconfiguration Charge is also applicable to changes with the Network Channel Terminating Equipment (NCTE) interface option from optical to electrical, or vice- versa, and to changes to the premises powering options from AC power to DC power (or vice-versa).

(j) **Stand-Alone Broadband Network Transport (SABNT) Meet Point Interface (MPI)**

The SABNT Meet Point Interface (MPI) rate element is for a standard Ethernet defined interface between the SWC Ethernet switch and a customer location

outside the Telephone Company's serving area. Customers located in the serving area of an adjacent telephone company may order an MPI from the Telephone Company for connection to the Ethernet facilities ordered by the customer from a telephone company with a serving area adjacent to that of the Telephone Company at the meet point between the two telephone companies. Interstate interexchange carriers may order an MPI for connection to Ethernet facilities ordered by the interexchange carrier from a telephone company with a serving area adjacent to that of the Telephone Company. MPIs will be billed by the Telephone Company subject to the Meet Point Billing provisions Standard Ethernet signaling protocols provided by the Telephone Company shall apply to the interface. The MPI rate element includes termination at the network side of the Telephone Company Ethernet switch and the Telephone Company's portion of the facilities up to the meet point.

A SABNT MPI comprises two elements:

SABNT MPI Channel Mileage Facility

SABNT MPI Channel Mileage Termination

The customer can connect multiple SABNT Connections provided by the Telephone Company within its local exchange service area provided that the aggregate capacity of the SABNT Connections does not exceed the capacity of the SABNT MPI ordered by the customer. Interface capability will be provided by the Telephone Company as part of the SABNT MPI Channel Termination.

(2) Basis of Offering

- (a) Suspension of service is not allowed.
- (b) SABNT Service is available 24 hours per day, 7 days per week, except for preventive maintenance.
- (c) Obligations of Customer and Company
  - 1. The Company is not responsible for the installation, operation, or maintenance of any equipment provided by the customer.
  - 2. The customer is responsible for the provision and maintenance of all customer provided equipment and for insuring that the operating characteristics of the customer equipment is compatible with, and does not interfere with, the services offered by the Company.
  - 3. At the Service Connection point, the customer's signaling must conform to the standards identified to the customer by the Company in response to the Access Service Request.
- (d) The minimum service period for all SABNT tariff components is twelve months.
- (e) Due to the nature of the SABNT Service, it will be necessary to perform preventive maintenance and software updates. Therefore, SABNT Service

will be unavailable during the period of time when preventive maintenance is being performed. This could result in SABNT Service being unavailable during the period of time between 12:00 AM and 6:00 AM Eastern Time on any given morning. The Company, upon written notice to the customer, may adjust the maintenance window.

(3) Provision of Service - Stand-Alone Broadband Network Transport (SABNT) Connection

- (a) Rates and charges contained in these rates, terms and conditions consist of the following elements:

1. Stand-Alone Broadband Network Transport Connection
2. Stand-Alone Broadband Network Transport Connection Additional Mileage Charge
3. Class of Service (CoS) Package Profile
4. Service Reconfiguration
5. System Reconfiguration
6. Stand-Alone Broadband Network Transport Meet Point Interface Channel Mileage Facility
7. Stand-Alone Broadband Network Transport Meet Point Interface Channel Mileage Termination

- (b) All service connection charges for SABNT Service are included in the respective nonrecurring charges specified herein.

- (c) SABNT Connections are provided utilizing various equipment configurations referred to herein as “physical service types”.

- (d) Requests by a customer to change from one SABNT arrangement to another SABNT arrangement will be considered a Reconfiguration Change.

1. System Reconfiguration

A customer request to change an existing SABNT arrangement to a new arrangement that is a different physical service type is considered a System Reconfiguration request. As an example, a request to modify the transport medium from copper to fiber would constitute a System Reconfiguration.

2. Service Reconfiguration

A customer request to change an existing SABNT arrangement to a new arrangement that is the same physical service type is considered a Service Reconfiguration. As an example, a request to modify the bandwidth allocation(s) would constitute a Service Reconfiguration.

(2) Moves

(a) A move involves a change in the physical location of one of the following:

1. The point of interface at the customer premises.
2. The customer's premises.

(b) The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

1. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one-half the nonrecurring, i.e., installation, charge for the affected service termination at the customer's premises. There will be no change in the minimum period requirements.

2. Moves to a Different Building

Moves to a different building will be treated as a disconnect at the existing location, and all associated nonrecurring charges will apply at the new location. The customer will remain responsible for satisfying the remainder of the existing contract.

(3) Term Discounts

SABNT Service may be ordered at the customer's option on a monthly rate basis, subject to a minimum service period of twelve months, or for a Term Discount period of either 36 months (3 years) or 60 months (5 years).

The minimum service period for SABNT Service is twelve months.

For customers that subscribe to the Term Discount plan for 36 months (3 years) or 60 months (5 years), discount percentages and monthly recurring charge rates set forth in Section 7.9 following will be frozen against, respectively, decreases in discount percentages and increases in monthly recurring charge rates filed in these rates, terms and conditions for the duration of the committed term Discount term. Any increases in discount percentages or decreases in monthly recurring charges filed in the tariff during the committed Term Discount term will be passed through to customers subscribing to the Term Discount plan on a going-forward basis from the effective date of the revised percentage and/or rates.

At the end of the Term Discount period, the customer may convert to month-to-month service or subscribe to a new Term Discount plan. If the customer does not submit an access service request or other written notice of election for a new Term Discount plan fifteen business days prior to the end of the discount period, the rates will automatically convert to month-to-month service rates.

To be included in a Term Discount plan all eligible SABNT rate elements must be ordered for the same commitment term (i.e., all 36 months or all 60 months as the case may be) and with the same service date. When additional capacity is subsequently added, it will be available only on a month-to-month basis unless the discount period of the entire service is upgraded.

Eligible SABNT service rate elements are all monthly recurring charges for services provided by the Telephone Company. As long as the number of SABNT services included in a Term Discount plan remains constant, customer requests to install and disconnect SABNT services, including changes affecting different wire centers and/or customer designated premises, will not change the current Term Discount period or the minimum service period and Discontinuance of Service charges as set forth in (3) following will not apply.

(a) Upgrades in Term Discounts

Services provided under monthly rates may be upgraded to a Term Discount plan at any time without incurring nonrecurring charges or discontinuance charges for existing services. The monthly rates will be those that are in effect at the time the service is upgraded. A new minimum service period applies to all SABNT service that is upgraded.

(b) Upgrades in Capacity

If the customer chooses to upgrade a service under the Term Discount rate plan to a higher capacity, discontinuance charges will not apply, provided all the following conditions are met:

- the customer's order for the disconnect of the existing SABNT service and the installation of the new SABNT service are received at the same time and specifically reference the application of upgrade in capacity;
- the customer's disconnect order for the existing SABNT service must reference the new SABNT service installation order;
- the new Term Discount period meets or exceeds the Term Discount period being discontinued.

A new minimum service period applies to all upgrades. Nonrecurring charges for an equivalent capacity of the existing services being upgraded to the higher speed service will not be assessed.

(c) Discontinuance of Service

If the customer chooses to disconnect all or a portion of the service prior to the expiration of the Term Discount period, discontinuance charges will apply to the portion of the service being discontinued.

Should the customer choose to discontinue a Term Discount plan prior to the completion of the minimum service period, discontinuance charges equal to one-hundred percent of the total undiscounted monthly rates, less any amounts previously paid, will apply for the minimum service period.

Should the customer choose to discontinue service ordered under a 36-month Term Discount plan after the minimum service period but before the completion of the discount period, discontinuance charges equal to the charges for the months of service rendered at the undiscounted monthly rates less any amounts previously paid will apply.



Should the customer choose to discontinue service ordered under a 60-month Term Discount plan after the minimum service period but before the completion of the first 36 months of the Term Discount period, discontinuance charges equal to the charges for the months of service rendered at the undiscounted monthly rates less any amounts previously paid will apply.

Should the customer choose to discontinue service ordered under a 60-month Term Discount plan after completion of the first 36 months of the Term Discount period, discontinuance charges equal to the charges for the months of service rendered at 36 month (3 year) Term Discount monthly rates less any amounts previously paid will apply.

## SECTION 7 RATES AND CHARGES

## 7.1 VOICE GRADE SERVICE

Channel Termination (per Termination)	Monthly Rate	Nonrecurring Charge
Two-Wire	\$15.62	\$119.59
Four-Wire	\$23.56	\$119.59

Channel Mileage	Monthly Rate	Nonrecurring Charge
Facility (per Mile)	\$1.02	
Termination (per Termination)	\$10.36	

Optional Features and Functions	Monthly Rate	Nonrecurring Charge
Voice Bridging (per Port)		
Two-Wire	\$2.00	
Four-Wire	\$2.00	

Data Bridging (per Port)		
Two-Wire	\$2.00	
Four-Wire	\$2.00	

Telephoto Bridging (per Port)		
Two-Wire	\$2.00	
Four-Wire	\$2.00	

DATAPHONE Select-A-Station Bridging Sequential Arrangement, Ports (per channel connected)		
Two-Wire	\$11.59	
Four-Wire	\$61.46	

DATAPHONE Select-A-Station Bridging Addressable Arrangement, Ports (per channel connected)		
Two-Wire	\$12.40	
Four-Wire	\$63.15	

Telemetry and Alarm Bridging (Active Bridging Channel Connections -per channel connected)		
Split Band	\$4.64	
Summation	\$1.81	

Telemetry and Alarm Bridging (Passive Bridging Channel Connections)		
Per Channel Connected	\$0.13	

Conditioning (per Termination)		
C-Type	\$6.24	
Improved Attenuation Distortion	None	
Improved Envelope Delay Distortion	None	
Data Capability	\$2.21	
Telephoto Capability	\$3.38	
Sealing Current	None	
Improved Return Loss for Effective Two-Wire Transmission (per Termination)	\$4.41	
Improved Return Loss for Effective Four-Wire Transmission (per Termination)	\$4.41	
Customer Specified Receive Level (per Two-Wire Termination)	\$1.90	
Multiplexing Per arrangement (Voice to Telegraph Grade)	\$118.12	
Signaling Capability (per Termination)	\$3.58	

Selective Signaling Arrangement (per Arrangement)	\$3.39	
Transfer Arrangement (key activated or dial-up) Per 4 port arrangement including control channel termination	\$1.63	
Transfer Arrangement (key activated or dial-up) Per 5 port arrangement including control channel termination	\$3.73	
Public Packet Switching Network (PPSN) Interface Arrangement (per Arrangement)	ICB	

## 7.2 DIGITAL DATA SERVICE

Channel Termination (per Termination)	Monthly Rate	Nonrecurring Charge
2.4 kbps	\$25.99	\$101.84
4.8 kbps	\$25.99	\$101.84
9.6 kbps	\$25.99	\$101.84
56.0 kbps	\$25.99	\$101.84
64.0 kbps	\$25.99	\$101.84

Channel Mileage Facility (per Mile)	Monthly Rate	Nonrecurring Charge
2.4 kbps	\$0.96	
4.8 kbps	\$0.96	
9.6 kbps	\$0.96	
56.0 kbps	\$1.90	
64.0 kbps	\$1.90	

Channel Mileage Termination (per Termination)	Monthly Rate	Nonrecurring Charge
2.4 kbps	\$10.22	
4.8 kbps	\$10.22	
9.6 kbps	\$10.22	
56.0 kbps	\$19.73	
64.0 kbps	\$19.73	

Optional Features and Functions	Monthly Rate	Nonrecurring Charge
Bridging per Port	\$2.80	
Loop Transfer Arrangement (per 4 port arrangement Key activated or Dial-Up)	\$3.24	

Public Packet Switching Network Interface Arrangement (per 9.6 kbps Arrangement)	ICB	
Public Packet Switching Network Interface Arrangement (per 56.0 kbps Arrangement)	ICB	

Channel Service Unit Per Termination	Monthly Rate	Nonrecurring Charge
2.4 kbps	\$14.79	
4.8 kbps	\$14.79	
9.6 kbps	\$19.39	
56.0 kbps	\$20.08	
64.0 kbps	\$20.08	

## 7.3 HIGH CAPACITY SERVICE

Channel Termination (per Termination)	Monthly Rate	Nonrecurring Charge
DS1 (1.544 Mbps)	\$68.45	\$214.63
DS1C (3.152 Mbps)	ICB	ICB
DS2 (6.312 Mbps)	ICB	ICB
DS3 (44.736 Mbps)	\$479.15	\$735.00
DS4 (274.176 Mbps)	ICB	ICB

Channel Mileage Facility (per Mile)	Monthly Rate	Nonrecurring Charge
64 kbps	\$1.90	
DS1 (1.544 Mbps)	\$19.70	
DS1C (3.152 Mbps)	ICB	
DS2 (6.312 Mbps)	ICB	
DS3 (44.736 Mbps)	\$137.90	
DS4 (274.176 Mbps)	ICB	

Channel Mileage Termination (per Termination)	Monthly Rate	Nonrecurring Charge
64 kbps	\$19.73	
DS1 (1.544 Mbps)	\$78.51	
DS1C (3.152 Mbps)	ICB	
DS2 (6.312 Mbps)	ICB	
DS3 (44.736 Mbps)	\$549.57	
DS4 (274.176 Mbps)	ICB	

Term Discounts (DS1 and DS3 services)	Discount Percentage
36 months	10%
60 months	20%

Optional Features and Functions	Monthly Rate	Nonrecurring Charge
Multiplexing, per arrangement DS4 to DS1	ICB	
Multiplexing, per arrangement DS3 to DS1	\$255.71	
Multiplexing, per arrangement DS2 to DS1	ICB	
Multiplexing, per arrangement DS1C to DS1	ICB	
Multiplexing, per arrangement DS1 to Voice	\$73.54	
Multiplexing, per arrangement DS1 to DS0	\$77.91	
Multiplexing, per arrangement DS0 to Subrates (up to 20- 2.4 Kbps services)	\$164.13	
Multiplexing, per arrangement DS0 to Subrates (up to 10- 4.8 Kbps services)	\$100.74	
Multiplexing, per arrangement DS0 to Subrates (up to 5- 9.6 Kbps services)	\$88.02	
Automatic Loop Transfer (per Arrangement)	\$211.60	
Transfer Arrangement (key activated or dial up) Per four port arrangement including control channel termination	\$89.92	
Network Channel Terminating Equipment (NCTE) per Termination 1.544 Mbps	\$44.57	
Network Channel Terminating Equipment (NCTE) per Termination Automatic Loop Transfer	\$487.16	



## 7.4 ACCESS ORDERING

Access Ordering	Nonrecurring Charge
Access Order Charge (per order)	\$110.00
Service Date Change Charge: Will apply, on a per order per occurrence basis, for each service data change. The Access Order Charge as specified preceding does not apply.	\$32.00
Design Change Charge: Will apply on a per order per occurrence basis, for each order requiring design change.	\$32.00
Miscellaneous Service Order Charge (per Occurrence)	\$32.00
Expedited Order Charge	\$520.00
Cancellation Charge	\$34.00

## 7.5 ADDITIONAL ENGINEERING

Additional Engineering Periods	Each Half Hour or Fraction Thereof
Basic time per engineer normally scheduled working hours	\$20.43
Overtime per engineer outside of normally scheduled working hours	\$30.65
Premium time per engineer outside of scheduled workday	\$40.87

## 7.6 ADDITIONAL LABOR

Additional Labor Periods- Installation or Repair	Each Half Hour or Fraction Thereof
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	\$28.93*
Premium Diem, outside of scheduled work day, per technician	\$38.57

Additional Labor Periods- Stand by	Each Half Hour or Fraction Thereof
Basic time, normally scheduled working hours, per technician	\$20.84
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	\$31.26
Premium Diem, outside of scheduled work day, per technician	\$41.68

Additional Labor Periods- Testing and Maintenance with other Telephone Companies, or Other Labor	Each Half Hour or Fraction Thereof	
	Installation and Repair Technician	Central Office Maintenance Technician
Basic time, normally scheduled working hours, per technician	\$19.29	\$19.55
Overtime, outside of normally scheduled working hours on a scheduled work day, per technician	\$28.93	\$29.32
Premium Diem, outside of scheduled work day, per technician	\$38.57	\$39.09

\*A call out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

## 7.7 MISCELLANEOUS SERVICES

Additional Cooperative Acceptance Testing – Special Access	Each Half Hour or Fraction Thereof
Testing Periods: Basic Time, Overtime and Premium Time	See the rates for Additional Labor as set forth in 7.6 preceding
Additional Manual Testing – Special Access	Each Half Hour or Fraction Thereof
Testing Periods: Basic Time, Overtime and Premium Time	See the rates for Additional Labor as set forth in 7.6 preceding
Maintenance of Service	Each Half Hour or Fraction Thereof
Testing Periods: Basic Time, Overtime and Premium Time	See the rates for Additional Labor as set forth in 7.6 preceding

## 7.8 OTHER SERVICES

7.8.1 *Special Facilities Routing of Access Services*

- (1) Diversity: The rates and charges will be developed on an individual case basis.
- (2) Avoidance: The rates and charges will be developed on an individual case basis.
- (3) Diversity and Avoidance Combined: The rates and charges will be developed on an individual case basis.
- (4) Cable-Only Facilities: The rates and charges will be developed on an individual case basis.

7.8.2 *Specialized Service or Arrangements*

Specialized Service or Arrangements are provided on an individual case basis.

7.8.3 *Special Construction*

Rates and charges for Special Construction are provided on an individual case basis.

## 7.9 STAND-ALONE BROADBAND NETWORK TRANSPORT (SABNT)

The rates charged by the Company for SABNT are the applicable current rates for the indicated ILEC and the respective issuing carrier.

Service Description	John Staurulakis, Inc. FCC No. 1- Horry Telephone Cooperative, Inc.
SABNT Connection Charges (per Connection)	17.4.8.4(A)
SABNT Additional Mileage Charge (per Mile)	17.4.8.4(B)
SABNT Package Profiles	17.4.8.4(C)
SABNT VLAN Aggregation Network Assignment Charge (per Request, per Connection)	17.4.8.4(D)
SABNT Service Reconfiguration Charge (per Request, per Connection)	17.4.8.4(E)
SABNT System Reconfiguration Charge (per Request, per Connection)	17.4.8.4(F)
SABNT Term Discount Plan or Pricing	17.4.8.4(G)

