

**1. NUMBER RETENTION SERVICE<sup>1</sup>****A. DESCRIPTION**

1. Number Retention Service (NRS) allows business customers the option of retaining their existing number(s) when changing within or between grades of service if a number change is required. Calls made to the customer's retained number are forwarded to the customer's assigned number. This is transparent to the calling party.

Simultaneous calls to the retained number may result in a busy signal to the calling party. The customer of NRS has the option of subscribing to additional access paths to the assigned number at charges as set forth in C.1. following.

**2. Definitions**

- a. Primary Number - The first number of any business account when more than one number is billed together (commonly referred to as the pilot number). A separate bill is rendered for each primary number.
- b. Additional Number - Any number billed with a primary number such as lines within: 1) the same hunting group, 2) same prefix, or 3) same address.
- c. Sequential Number - A numerical series or grouping of telephone numbers that is continuous and uninterrupted. A sequential number range consists of no less than two numbers.

/1/ Frozen/Grandfathered Number Retention Service per CPUC Resolution T-17018. See Schedule Cal.P.U.C. No. A2.1.1 – Definition of Terms.

1. NUMBER RETENTION SERVICE<sup>1</sup> (cont'd)

## B. REGULATIONS

1. NRS is offered on changes from Individual Business Access Line Service or Business Trunk Line Service to Centrex Service or Business Trunk Line Service - Direct-In-Dialing (DID) equipped if a number change is required when:
  - a customer's existing service has telephone numbers in different prefixes and the customer wants to add these numbers to a new or existing service.
  - a customer has non-sequential numbers in a 1/1AESS or 2BESS central office switch. Customers may keep their primary number only. The remaining non-sequential numbers must be changed.
2. NRS is not provided with Foreign Exchange Service, Foreign District Area Service and Foreign Prefix Service as set forth in California Guidebook Part 4, Section 3.
3. NRS is offered on changes from Centrex Service or Business Trunk Line Service - Direct-In-Dialing (DID) equipped to Individual Business Access Line Service or Business Trunk Line Service if a number change is required.
4. NRS is offered on changes between Centrex Service and Business Trunk Line Service - DID equipped if a number change is required when:
  - a customer has and wants to retain less than 100 sequential telephone numbers.
  - a customer will be served from a different prefix in the same wire center.
5. Rates and Charges for NRS are in addition to all other applicable rates and charges.
6. NRS may only be offered where the customer's retained number and terminating number are in the Company's same exchange and same wire center. If the Company's Exchange Area has District Areas, the terminating number must be within the same District Area and the same Wire Center.
7. The terminating telephone number may be changed at the customer's request at the charges for a change of telephone number as shown in California Guidebook Part 4, Section.1.

/1/ Frozen/Grandfathered Number Retention Service per CPUC Resolution T-17018. See Schedule Cal.P.U.C.No. A2.1.1 – Definition of Terms.

1. NUMBER RETENTION SERVICE<sup>1</sup> (cont'd)

## B. REGULATIONS (cont'd)

8. If the customer disconnects Number Retention Service, the retained telephone number associated with NRS may be changed to Individual Business Access Line Service or Business Access Trunk Line Service at the customer's request at new installation charges as shown in Guidebook Part 3, Section 1.
9. Listings in the directory serving the exchange in which the NRS service is located will be furnished as set forth in Guidebook Part 4, Section 5. and Part 12, Section 1.
10. Number Retention Service may not be provided with 800 Service.
11. Customers subscribing to Centrex Service or Business Trunk Line Service - DID equipped, whose numbers are assigned out of the unique numbering blocks may keep their retained number(s) for a period of 12 months. At the discretion of the Company, the NRS may be discontinued, depending on facilities and operating conditions, after the 12 month period.
12. NRS is available where facilities and operating conditions permit.
13. NRS may be offered to an end user of the Company, provided that all other requirements of this Guidebook are met, when the end user customer of the Company subscribes to Joint User Service under Guidebook Part 4, Section 5, Joint User Service, with respect to business service provided to another customer of the Company, and wishes to retain the existing Company telephone number(s).
14. NRS may be offered to an end user customer of the Company, provided that all other requirements of this Guidebook are met, and all the following conditions exist:
  - a. the end user customer of the Company currently subscribes to Joint User Service under Guidebook Part 4, Section 5, Joint User Service, with respect to business service provided to another customer of the Company, as stated in 13. preceding, and
  - b. wishes to subscribe to a different Joint User Service under Guidebook Part 4, Section 5, Joint User Service, with respect to business service provided to another customer of the Company, and

/1/ Frozen/Grandfathered Number Retention Service per CPUC Resolution T-17018. See Schedule Cal.P.U.C.No. A2.1.1 – Definition of Terms.

1. NUMBER RETENTION SERVICE<sup>1</sup> (cont'd)

B. REGULATIONS (cont'd)

14. (cont'd)

c. the business customer, as described in Guidebook Part 4, Section 5, Joint User Service, with respect to business service provided to another customer of the Company, allows the telephone number(s) from their existing Company service to be used for NRS service.

15. A customer with existing NRS service may choose to retain the NRS service when a change in Local Service Provider is made, provided that the Local Service Provider provides local service to the customer by means of Schedule Cal.P.U.C. No 175-T, Section 18. Service for Resale. In this case the end user customer will continue to be billed by the Company for the NRS service.

16. Remote Call Forwarding as set forth in Guidebook Part 7, Section 4, may not be converted to NRS service under any circumstances.

C. RATES AND CHARGES

	<u>NONRECURRING CHARGE</u>	<u>MONTHLY RATE</u>	<u>USOC</u>
1. Number Retention Service			
a. First line equipped, one or more paths, initial			
- Each	\$ 47.50	\$ 6.65	CNR++
- Each additional access path <sup>2</sup>	NO	NO	
b. Subsequent Access path <sup>3</sup>			
- Each additional order	47.50	NO	

/1/ Frozen/Grandfathered Number Retention Service per CPUC Resolution T-17018. See Schedule Cal.P.U.C.No. A2.1.1 – Definition of Terms.

/2/ The nonrecurring charge does not apply if additional paths are ordered at the same time as Number Retention Service is ordered.

/3/ The nonrecurring charge applies to each service order issued to add one or more access path(s).

**2. ADVANCED SERVICES**

**Application of this Guidebook Section for Advanced Services**

This Guidebook contains regulations applicable to the provision of Data Services and other miscellaneous services, hereinafter referred to collectively as service(s), provided by AT&T California.

All services available to customers for the purpose of originating and terminating intrastate exchange Data Service are contained herein.

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

Advanced Services are provided by means of wire, radio, fiber optics, satellite or any other suitable technology or combination thereof.

The regulations contained herein are in addition to the applicable regulations specified in this Guidebook or the tariffs of AT&T California which are referenced herein.

This section of the Guidebook (Section 6.2) contains the generally available rates, terms and charges applicable to the provision of the following advanced telecommunications services by AT&T California (hereinafter referred to as "Company", "AT&T California or "AT&T"):

- ATM Cell Relay Service see 2.8.2, following
- Frame Relay Services see 2.8.3, following
- PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) see 2.9.2, following
- PremierSERV<sup>SM</sup> Frame Relay Services see 2.9.3, following

This Guidebook (hereinafter may be referred to as "Guidebook", "Service Guide" or "Document") and any modifications thereto, are available for public inspection online at:  
[www.att.com/servicepublication](http://www.att.com/servicepublication)

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/1/

/1/ Material now appears on Sheet 5.1

**2. ADVANCED SERVICES (Cont'd)**

**Notice**

Effective September 30, 2011, ATM Cell Relay and Frame Relay services defined in Section 2.8 of this Service Guide and PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) and PremierSERV<sup>SM</sup> Frame Relay services defined in Section 2.9 of this Service Guide will no longer be available to new customers. Existing term plan customers of ATM Cell Relay service, Frame Relay service, PremierSERV<sup>SM</sup> Frame Relay service, and PremierSERV<sup>SM</sup> ATM service may add, move, remove or change lines and/or locations for the duration of their current term plan agreement, but may not enter into any new term plan agreements except a new 12 month term for service additions as permitted above. The Company will support one extension of an existing non-expired term plan agreement (other than a new term plan for service additions as provided above) past its current term for twelve (12) months, provided the extension is signed on or before June 30, 2013, and the extension period expires no later than June 30, 2014. Upon expiration of the extension and for existing customers who do not extend an existing non-expired term plan agreement, service will continue on a month-to-month basis at the same rates in effect for such service immediately prior to such expiration, until the service is discontinued on at least 30 days prior notice by the customer or on at least 30 days notice (or such longer period as may be required by the Commission) by the Company. During such month-to-month period, the Company may change the rates, terms and conditions applicable to the customer's service upon at least 30 days written notice to the customer. Effective September 30, 2011, early termination charges shall not apply to any ATM Cell Relay, Frame Relay, PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) and PremierSERV<sup>SM</sup> Frame Relay services defined in this Guidebook.

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**Reference To Other Tariffs/Guidebook**

Whenever reference is made in this Guidebook or tariffs of the Company, the reference is to the Guidebook/tariffs in force as of the effective date of the Guidebook/tariff, and to amendments thereto and successive issues.

**Service Marks**

The following marks, to the extent any are used throughout this Guidebook, are designated below:

Service Marks used under license/permission from SBC Properties, L.P.

PremierSERV<sup>SM</sup>

/1/ Material formerly appeared on Sheet 5

**2. ADVANCED SERVICES (Cont'd)**

**Map**

See Remote LAN, Part 6, Section 9 for map

**2. ADVANCED SERVICES (Cont'd)**

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**2. ADVANCED SERVICES (Cont'd)****SECTION 2.1 - Symbols and Abbreviations (Cont'd)****SYMBOLS**

Explanation of Symbols may be found in Part 1, Section 1 of this Guidebook.

**ABBREVIATIONS**

AA	-	All Access services
ac	-	alternating current
ADSL	-	Asymmetrical Digital Subscriber Line
AML	-	Actual Measured Loss
AOS	-	Areas of Service
ATM	-	Asynchronous Transfer Mode
BNA	-	Billing Name and Address
BICI	-	Broadband ISDN Inter Carrier Interface
BP	-	Billing Percentage
BSE	-	Basic Service Element(s)
BTN	-	Billed Telephone Number
BRI	-	Basic Rate Interface
CBR	-	Constant Bit Rate
CC	-	Company Code
CCLC	-	Carrier Common Line Charge
CCS	-	Common Channel Signaling
CIC	-	Carrier Identification Code
CLC	-	Competitive Local Carrier
CLLI	-	Common Language Location Identifier
CNA	-	Customer name and Locality
CNCC	-	Customer Network Control Center
Cont'd	-	Continued
CPE	-	Customer Provided Equipment
CSACC	-	Customer Service Administration Control Center
CVN	-	Custom Virtual Network

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.1 - Symbols and Abbreviations (Cont'd)****ABBREVIATIONS (Cont'd)**

db	-	decibel
dBrnCO-		Decibel Reference Noise C-Message Weighted O
dc	-	direct current
DLCI	-	Data Link Connection Identifier
DOV	-	Data Over Voice
DS1	-	Digital Service Level 1
DS3	-	Digital Service Level 3
DSLAM-		Digital Subscriber Line Access Multiplexor
E & M	-	Electronic & Multifrequency
EIS	-	Expanded Interconnection Service
EISCC	-	Expanded Interconnection Service Cross Connect
EML	-	Expected Measured Loss
END	-	End Office wire center
F	-	frequency
F.C.C.-		Federal Communications Commission
FR	-	Frame Relay
FRS	-	Frame Relay Service
FX	-	Foreign Exchange
HC	-	High Capacity
HCF	-	High Cost Fund
Hz	-	Hertz
IAR	-	Information Access Rate
ICB	-	Individual Case Basis
ILP	-	Initial Liability Period
INT	-	Intermediate wire center
IPOC	-	Inter-Company Point of Contact
Kbps	-	kilobits per second
KHz	-	kilohertz
LATA	-	Local Access and Transport Area
LC	-	Locality Code
LI	-	Lineside Interface
LPIC	-	Local Primary Interexchange Carrier
MA	-	milliamperes
Mbps	-	Megabits per second
MHz	-	Megahertz
MRC	-	Monthly Recurring Charge
MTL	-	Maximum Termination Liability

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.1 - Symbols and Abbreviations (Cont'd)****ABBREVIATIONS (Cont'd)**

NANP	-	North American Numbering Plan
NECA	-	National Exchange Carrier Association
NI	-	Network Interface
NPA	-	Numbering Plan Area
NRC	-	Nonrecurring Charge
NTS	-	Non-Traffic Sensitive
NXX	-	Three Digit Central Office Code
OC3	-	Optical Carrier 3
OCC	-	Other Common Carrier
PI	-	Priority Installation
PIC	-	Primary Interchange Carrier
POC	-	Point of Contact
PR	-	Priority Restoration
PRI	-	Primary Rate Interface
PVC	-	Permanent Virtual Connection
PVN	-	Private Virtual Network
RMS	-	root-mean-square
SCP	-	Service Control Point
SMDS	-	Switched Multi-megabit Data Service
SPOI	-	Signaling Point of Interface
Sub-CIC	-	Subordinate Carrier Identification Code
SVC	-	Service type
SWC	-	Servicing Wire Center
TES	-	Telephone Exchange Service(s)
TI	-	Trunkside Interface
TLP	-	Transmission Level Point
TSP	-	Telecommunications Service Priority
USOC	-	Uniform Service Order Code
VCC	-	Virtual Channel Connection
VPC	-	Virtual Path Connection
V & H	-	Vertical & Horizontal
WCH	-	Wire Center Horizontal Coordinate
WCV	-	Wire Center Vertical Coordinate

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.2 – RULES**

For Rules pertaining to services found in this Guidebook, please see the Part 2, Section 2 at:

[www.att.com/servicepublications](http://www.att.com/servicepublications)

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**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS**

2.3.1 GENERAL TERM NO. 1 – APPLICATION OF SURCHARGES

See Schedule Cal. P.U.C. No. A2.1.43, Rule No. 43 – General Term No. 1 – Application of Surcharges

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS**

**2.3.2 - GENERAL TERM NO. 2 – DISCOUNTED ADVANCED SERVICES**

See Schedule Cal. P.U.C. No. A2.1.41, E. General Term No. 2 – Discounted Advanced Services.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.3 GENERAL TERM NO. 3- UNDERTAKING OF THE COMPANY

2.3.3.1 Scope

- (A) The Company is responsible only for service up to and including its local loop demarcation point.
- (B) The Company does not undertake to transmit messages under this Document.
- (C) The Company shall be responsible only for the installation, operation and maintenance of the services, it provides.
- (D) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (E) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this Document.
- (F) The Company does not warrant that its facilities and services meet standards other than those set forth in this Document.
- (G) The Company shall not be responsible for installation, operation or maintenance of any premises wiring, terminal equipment or communication systems provided by a customer or user. The responsibility of the Company shall be limited to the furnishing of facilities suitable for its services and to the maintenance and operation of such facilities in a manner proper for such services. Subject to this responsibility, the Company shall not be responsible for:
  - (1) The through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
  - (2) The reception of signals by such equipment or system, or
  - (3) Damage to terminal equipment or communications systems provided by a customer or user due to testing.



**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.3 GENERAL TERM NO. 3- UNDERTAKING OF THE COMPANY (Cont'd)

3.3.2 Limitations

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

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

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

- (B) The installation, use and restoration of service shall be subject to the regulations set forth in AT&T California Schedule CAL.P.U.C NO. 175-T, Section 10.8.1(C) concerning the Telecommunications Service Priority (TSP) System.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.3 GENERAL TERM NO. 3- UNDERTAKING OF THE COMPANY (Cont'd)

2.3.3.3 Obligations Of The Customer

Ownership of Facilities and Theft

Facilities utilized by the Company to provide service under the provisions of this Document shall remain the property of the Company. Such facilities shall be returned to the Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Company equipment space and electrical power required by the Company to provide services under this Guidebook at the points of termination of such services except as described in Schedule Cal. P.U.C. No. 175-T, Section 16. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company services.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.3 GENERAL TERM NO. 3- UNDERTAKING OF THE COMPANY (Cont'd)

2.3.3.3 Obligations Of The Customer (Cont'd)

Availability for Testing

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

Balance

All signals for transmission over the services provided under this Guidebook shall be delivered by the customer balanced to ground.

Design of Customer Services

Subject to the provisions of 2.3.3.4, following, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

References to the Company

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

Coordination with respect to Network Contingencies

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

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.3 – GENERAL TERMS (Cont'd)**

## 2.3.4 GENERAL TERM NO. 4- PROVISION OF SERVICES

## 2.3.4.1 GENERAL

- (A) The Company will provide service where facilities and equipment are available, and where provision and maintenance of service is feasible.
- (B) The Company will not release any customer billing information to an Interexchange Carrier (IEC) unless the IEC has Guidebook rules on file with the California Public Utilities Commission substantially identical to those which govern the exchange carriers' release of nonpublished telephone numbers, customer credit information, or customer calling records, as described in AT&T California Schedule Cal.P.U.C. No. A2., 2.1.34 Rule No. 34 and 2.1.35 Rule No. 35.
- (C) Services provided pursuant to this Guidebook may be resold by a Competitive Local Exchange Carrier holding a valid Certificate of Public Convenience and Necessity issued by the California Public Utilities Commission, at the price, terms, and conditions set forth in this Schedule without any discounts.
- (D) The Services provided under this Guidebook are provided over such routes and facilities as Company may elect. Requests for special facilities or routing of Service may require special construction charges. Special construction is required if 1) facilities or equipment is not available to meet an order for Service and Company or its vendors must construct facilities; 2) Customer requests Service to be furnished using a type of facility or equipment, or via a route, other than that which Company would normally utilize in providing the requested Service; or 3) Customer requests construction be expedited resulting in added cost to Company.

Special construction charges will be developed based on estimated costs.

Written Customer approval and prepayment of all special construction charges must be provided to Company prior to start of construction. In the event the special construction charges are not acceptable to Customer and Customer refuses to pay those charges, Customer or Company can elect to terminate the request for service without penalty.

Company reserves the right to refuse Service if such special facilities or routing is deemed by Company to be detrimental to its economic, operational, security or other such interest.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.3 – GENERAL TERMS (Cont'd)**

## 2.3.4 GENERAL TERM NO. 4- PROVISION OF SERVICES (Cont'd)

## 2.3.4.2 INSTALLATION AND TERMINATION OF SERVICES

For All Services

In addition to service provided under this Guidebook a customer must separately purchase, under the rules, regulations and rates, the appropriate Special Access Service or Expanded Interconnection Service Cross Connect as set forth in AT&T California Schedule CAL.P.U.C. NO. 175-T, Section 7 and 16, respectively.

The termination point of services provided under this Guidebook is the applicable service Port at which the AT&T California Special Access Service or Expanded Interconnection Service Cross Connect terminate.

## 2.3.4.3 MAINTENANCE OF SERVICES

The services provided under this Guidebook shall be maintained by the Company up to and including its termination point.

## 2.3.4.4 CHANGES AND SUBSTITUTIONS

Except as provided for equipment and systems subject to FCC Part 68 regulations at 47 C.F.R.S 68.110 (b) the Company may, where such action is reasonably required in the operation of its business, (A) change minimum protection criteria, (B) change operating or maintenance characteristics of facilities or (C) change operations or procedures of the Company. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification procedures.

## 2.3.4.5 PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS

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 reasonably necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer reasonable notice by certified U.S. Mail of the effective date and an explanation of the reason(s) for such change(s).

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.3 – GENERAL TERMS (Cont'd)****2.3.5 GENERAL TERM NO. 5 – USE OF SERVICE**

## Unlawful Use

The service provided under this Guidebook shall not be used for an unlawful purpose.

**2.3.6 GENERAL TERM NO. 6 - CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS****2.3.6.1 General**

A service is interrupted when it becomes unusable to the customer because of a failure of a Company facility component used to furnish service under this Guidebook. An interruption period starts when an inoperative service is reported to the Company and ends when the service is operative.

**2.3.6.2 When A Credit Allowance Applies**

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

- (1) For Access Services, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues. The monthly rates used to determine the credit shall be the total of all the monthly rate element charges associated with the service that is inoperative.
- (2) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate for the service interrupted in any one monthly billing period.
- (3) Any period during which the error performance is below that specified for the service will be considered as an interruption.
- (4) Service interruptions for Specialized Service or Arrangements provided under the provisions of this Guidebook, following shall be administered in the same manner as those set forth in this General Term No. 6 unless other regulations are specified with the individual case filing.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.3 – GENERAL TERMS (Cont'd)****2.3.6 GENERAL TERM NO. 6 - CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS (Cont'd)****2.3.6.3 When a Credit Allowance Does Not Apply**

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment, systems, or facilities including cable, wire, or jacks provided by the customer, building owner, or other vendors.
- (3) Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer or building owner has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter a credit allowance as set forth in (B) preceding applies.
- (5) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (6) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

**2.3.6.4 Use of an Alternative Service Provided by the Company**

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

**2.3.6.5 Temporary Surrender of a Service**

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

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

**2.3.7 GENERAL TERM NO. 7 - TITLE OR OWNERSHIP RIGHTS**

The payment of rates and charges by customers or end users for the services offered under the provisions of this Guidebook does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.



**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA)

2.3.8.1 Standard

The Standard PremierSERV<sup>SM</sup> ATM/Frame Relay SLA applies to customers who purchase PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) or Frame Relay Service offered in Company's Service Guide. When Customer purchases PremierSERV<sup>SM</sup> ATM or Frame Relay service from its Service Guide, Customer accepts the Standard PremierSERV<sup>SM</sup> ATM/Frame Relay SLA for those new PremierSERV<sup>SM</sup> ATM/Frame Relay Service elements and any existing PremierSERV<sup>SM</sup> ATM/Frame Relay Service elements purchased from Cal. P.U.C. No. B8-T that are provided on the same network as the PremierSERV<sup>SM</sup> ATM/Frame Relay Service elements purchased from its Service Guide. The Standard PremierSERV<sup>SM</sup> ATM/Frame Relay SLA is available at no additional cost to customer. The total amount of the Service credit customer receives for any Port or PVC/VPC/VCC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC/VPC/VCC. The Standard PremierSERV<sup>SM</sup> ATM/Frame Relay SLA will apply until Service is disconnected.

(1) Frame/Cell Delivery Ratio

For PremierSERV<sup>SM</sup> ATM/Frame Relay ATM and Frame Relay Services provided to the customer, Company is committed to maintaining data throughput across the Company-provided, customer-specific network at a Frame/Cell Delivery Ratio of 99.99% per PVC/VPC/VCC from ingress switch port to egress switch port during each calendar month, under normal conditions.

- (a) Frame/Cell Delivery Ratio is calculated as the percentage of customer-specific Frames/Cells offered to the network that successfully egress the network (ingress switch port to egress switch port) within the Committed Information Rate (CIR) for PremierSERV<sup>SM</sup> ATM/Frame Relay Frame Relay or within the Sustained Information Rate (SIR) for PremierSERV<sup>SM</sup> ATM/Frame Relay ATM, and within a calendar month. The calculation for Frame/Cell Delivery Ratio for a given calendar month shall be as follows:

$$\text{Frame/Cell Delivery Ratio} = \frac{\text{Total customer-specific Frames/Cells that successfully egress the network}}{\text{Total number of customer-specific Frames/Cells offered to the network}}$$

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.3 – GENERAL TERMS (Cont'd)****2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)****2.3.8.1 Standard (Cont'd)****(1) Frame/Cell Delivery Ratio (Cont'd)****(a) (Cont'd)**

The following will be excluded from any determination of Frame/Cell Delivery Ratio:

- Natural or man-made disasters that affect telecommunications services;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for PremierSERV<sup>SM</sup> Frame Relay or Sustained Information Rate (SIR) for PremierSERV<sup>SM</sup> ATM;
- Failures attributed to facilities or equipment provided by another party or the customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by customer;
- Failures attributed to negligence or willful misconduct by the customer;
- PremierSERV<sup>SM</sup> ATM Service with UBR Quality of Service;
- Access failures.
- PVC/VPC/VCCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where cell loss priority equals one (1).

- (b) Customer is responsible for notifying Company when the customer-specific Frame/Cell Delivery Ratio falls below 99.99% for a PVC/VPC/VCC within the calendar month. Customer must request a service credit within forty-five (45) calendar days after the end of the calendar month in which the failure occurred.

Upon verification by Company that the actual customer-specific Frame/Cell Delivery Ratio for a PVC/VPC/VCC was below 99.99%, Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the Frame/Cell Delivery Ratio is still below 99.99%, customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for the subsequent month in which the customer-specific Frame/Cell Delivery Ratio was below 99.99%.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.3 – GENERAL TERMS (Cont'd)****2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)****2.3.8.1 Standard (Cont'd)****(2) Time to Repair**

For PremierSERV<sup>SM</sup> ATM and Frame Relay Services provided to customer, Company is committed to maintaining a 4-hour maximum repair time per PVC/VPC/VCC, Port or Port and Access outage (or an 8-hour maximum repair time if a technician is required to be dispatched). This includes the Access and equipment when provided by Company. This applies only to those troubles reported by customer to the Data Service Center (DSC).

- (a) Elapsed time begins when the trouble call is received by the Data Service Center (DSC) and ends when the service is restored to normal operating performance.

The following shall be excluded from any determination of Time To Repair:

- Natural or man-made disasters that affect telecommunications services;
- Data lost during Company's scheduled maintenance window;
- Failures attributed to facilities or equipment provided by another party or the customer;
- Network Interface Device failures;
- Customer Equipment failures
- Customer "no access" time as defined below:
  - Customer not available;
  - Coordinated Vendor meeting;
  - Abeyance on customer request;
  - After hours testing because no customer daytime release; or
  - Tickets referred to another party.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)

2.3.8.1 Standard (Cont'd)

(2) Time to Repair (Cont'd)

- (b) Customer is responsible for notifying Company of any outages that exceed the 4 or 8 hour maximum as described above. Customer must request a service credit within forty-five (45) calendar days after the failure(s) occurred.

Upon verification by Company that the actual repair time for any PVC, Port or Port and Access exceeded the 4 or 8 hour maximum described above, customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for month in which the outages occurred.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.3 – GENERAL TERMS (Cont'd)****2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)****2.3.8.1 Standard (Cont'd)****(3) Time to Provision**

For PremierSERV<sup>SM</sup> ATM and Frame Relay Services provided to customer, Company is committed to completing all service orders by the due date shown on the Firm Order Confirmation (FOC). In the event that customer requests a due date different from one shown on original order, a new FOC is issued and replaces the original FOC. Time to Provision includes Access and equipment when provided by Company.

**(a) The following shall be excluded from any determination of Time to Provision:**

- Natural or man-made disasters that affect telecommunications services;
- Inability by Company to test because of no-access by customer;
- Customer testing when Customer Equipment is not installed and the customer overall tests are not completed at due date;
- Due dates missed or rescheduled at customer's request;
- Inability by Company to test or complete the order because of failures or not-ready conditions attributed to facilities or equipment provided by another party or the customer.

**(b) Customer is responsible for notifying Company of any missed due dates. Customer must request a Service credit within forty-five (45) calendar days after the missed due date occurred.**

Upon verification by Company that the due date was missed, the customer will be provided a service credit equal to:

- 100% of the monthly recurring charges for one month of Service for each Port and/or PVC in which the FOC due date was missed.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.3 – GENERAL TERMS (Cont'd)****2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)****2.3.8.1 Standard (Cont'd)****(4) Latency**

For PremierSERV<sup>SM</sup> ATM and Frame Relay Services provided to the customer, Company is committed to maintaining Frame/Cell delay across the Company-provided customer-specific network according to the parameters below:

- On average, less than or equal to 110 milliseconds roundtrip per PVC for all PremierSERV<sup>SM</sup> Frame Relay Service including FRATM/VPC/VCCs;
- On average, less than or equal to 110 milliseconds roundtrip per VPC/VCC for PremierSERV<sup>SM</sup> ATM Service with VBR-nrt and VBR-rt Quality of Service; and
- On average, less than or equal to 100 milliseconds roundtrip per VPC/VCC for PremierSERV<sup>SM</sup> ATM Service with CBR Quality of Service.

Latency is measured from ingress switch port to egress switch port during each calendar month.

- (A) Latency is calculated as the amount of time, in milliseconds, it takes for a Frame/Cell to travel roundtrip across a PVC/VPC/VCC. If customer has a FRATM network, the parameters for PremierSERV<sup>SM</sup> Frame Relay Service will be applied.

The following shall be excluded from any determination of Latency:

- Natural or man-made disasters that affect telecommunications services;
- Data exceeding the subscribed Committed Information Rate (CIR) for PremierSERV<sup>SM</sup> Frame Relay or Sustained Information Rate (SIR) for PremierSERV<sup>SM</sup> ATM;
- Failures attributed to facilities or equipment provided by another party or the customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by customer;
- Failures attributed to negligence or willful misconduct by the customer;
- PremierSERV<sup>SM</sup> ATM Service with UBR Quality of Service;
- Access failures.
- PVCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where cell loss priority equals one (1).

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)

2.3.8.1 Standard (Cont'd)

(4) Latency (Cont'd)

- (B) Customer is responsible for notifying the Company when their average, customer specific-specific Frame/Cell delay falls below the committed level. Customer must request a Service credit within forty-five (45) calendar days of the calendar month when the excessive delay occurred.

Upon verification by Company that the customer-specific Frame/Cell delay did not meet the committed level, Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the Frame/Cell delay is still greater than the committed level, the customer will be entitled to a service credit equal to:

50% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for the subsequent month in which the customer-specific Frame/Cell delay was below the committed level.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)

2.3.8.1 Standard (Cont'd)

(5) Network Availability

For PremierSERV<sup>SM</sup> ATM and Frame Relay Services provided to the customer, Company is committed to maintaining a Network Availability of 99.99% each calendar month per network and within a LATA. Network Availability is based on PVC/VPC/VCCs affected by network outages that are reported by the Customer to the Data Service Center (DSC).

- (a) The calculation for Network Availability for a given calendar month shall be as follows:

$$\text{Network Availability \%} = 1 - \frac{\text{Total minutes of PVC/VPC/VCC network outage time per month} \times 100}{\text{Total \# of PVC/VPC/VCCs} \times 24 \text{ hours} \times \text{days per month} \times 60 \text{ minutes}}$$

The following shall be excluded from any "network outage time":

- Natural or man-made disasters that affect telecommunications services;
- Data lost during Company's scheduled maintenance window;
- Failures attributed to facilities or equipment provided by another party or the customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by customer;
- Failures attributed to negligence or willful misconduct by the customer;
- Customer "no access" time as defined below:
  - Customer not available;
  - Coordinated Vendor meeting;
  - Abeyance on customer request;
  - After hours testing because no customer daytime release; or
  - Tickets referred to another party;
- Access failures.



**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)

2.3.8.1 Standard (Cont'd)

(5) Network Availability (Cont'd)

- (b) Customer is responsible for notifying Company when their average customer-specific Network Availability falls below 99.99%. The customer must request a Service credit within forty-five (45) calendar days of the end of the calendar month when the Network Availability was not met.

Upon verification by Company that the customer-specific Network Availability did not meet 99.99%, Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the Network Availability is still below 99.99%, the customer will be entitled to a service credit equal to:

- 10% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for subsequent month in which Network Availability failure occurred.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.3 – GENERAL TERMS (Cont'd)****2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)****2.3.8.2 Premium**

The Premium PremierSERV<sup>SM</sup> ATM/Frame Relay SLA applies to Customers who purchase PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service or PremierSERV<sup>SM</sup> Frame Relay Service. The Premium PremierSERV<sup>SM</sup> Frame Relay/ATM SLA is available to Customers who wish to monitor their Customer-specific portion of the Company-provided network. It provides an end-to-end guarantee, covering Network Interface to Network Interface and includes the Access.

When Customer purchases PremierSERV<sup>SM</sup> ATM or Frame Relay Service under the Sections described above, the Premium PremierSERV<sup>SM</sup> ATM/Frame Relay SLA is an option for those new PremierSERV<sup>SM</sup> ATM or Frame Relay Service elements and any existing PremierSERV<sup>SM</sup> ATM or Frame Relay Service elements provided on the same network as those new PremierSERV<sup>SM</sup> ATM or Frame Relay Service elements.

To receive the Premium PremierSERV<sup>SM</sup> Frame Relay/ATM SLA at no additional cost, Customer's entire network must have Port and Access provided by Company at all Customer locations and Customer must have Company approved validation tools and reporting protocol at all Customer locations; otherwise Standard SLA's apply.

The validation tools utilized for Premium SLA reporting must be Company pre-approved for use (AFU) and must adhere to FRF.13 (Frame Relay Forum). FRF.13 describes the measurement methodology for Latency, Data Delivery Ratio and Network Availability. Confirmation that the validation tools conform to the FRF.13 standard will be conducted through testing of the device by Company at one of its qualified testing facilities.

The total amount of the Service credit Customer receives for any Port or PVC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC/VPC/VCCs. Once Customer's TPP expires, the Premium PremierSERV<sup>SM</sup> ATM/Frame Relay SLA will apply until Service or approved validation tool is disconnected.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)

2.3.8.2 Premium (Cont'd)

(1) Frame/Cell Delivery Ratio

For PremierSERV<sup>SM</sup> ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining data throughput across the Company-provided, Customer-specific network at a Frame/Cell Delivery Ratio of 99.99% per PVC/VPC/VCC end to end during each calendar month, under normal conditions.

- (a) Frame/Cell Delivery Ratio is calculated as the average percentage of Customer-specific Frames/Cells offered to the network that successfully egress the network (end to end) within the Committed Information Rate (CIR) for PremierSERV<sup>SM</sup> Frame Relay or within the Sustained Information Rate (SIR) for ATM, and within a calendar month. The calculation for PremierSERV<sup>SM</sup> Frame/Cell Delivery Ratio for a given calendar month shall be as follows:

$$\text{Frame/Cell Delivery Ratio} = \frac{\text{Total customer-specific Frames/Cells that successfully egress the network}}{\text{Total number of customer-specific Frames/Cells offered to the network}}$$

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)

2.3.8.2 Premium (Cont'd)

(1) Frame/Cell Delivery Ratio (Cont'd)

(a)(Cont'd)

The following will be excluded from any determination of Frame/Cell Delivery Ratio:

- Natural or man-made disasters that affect telecommunications services;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for PremierSERV<sup>SM</sup> Frame Relay or Sustained Information Rate (SIR) for PremierSERV<sup>SM</sup> ATM;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- PremierSERV<sup>SM</sup> ATM Service with UBR Quality of Service;
- PVC/VPC/VCCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where the cell loss priority equals one (1).

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)

2.3.8.2 Premium (Cont'd)

(1) Frame/Cell Delivery Ratio (Cont'd)

- (b) Customer is responsible for notifying Company when the Customer-specific Frame/Cell Delivery Ratio average falls below 99.99% for a PVC/VPC/VCC within the calendar month. Customer must request a service credit within forty-five (45) calendar days after the end of the calendar month in which the failure occurred.

Upon verification by Company that the actual Customer-specific Frame/Cell Delivery Ratio for a PVC/VPC/VCC was below 99.99%, Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the Frame/Cell Delivery Ratio is still below 99.99%, Customer will be entitled to a service credit equal to:

50% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for the subsequent month in which the Customer-specific Frame/Cell Delivery Ratio was below 99.99%.

**2. Advanced Services (Cont'd)****SECTION 2.3 – GENERAL TERMS (Cont'd)****2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)****2.3.8.2 Premium (Cont'd)****(2) Time to Repair**

For PremierSERV<sup>SM</sup> ATM and Frame Relay Services provided to Customer, Company is committed to maintaining a 4-hour maximum repair time per PVC/VPC/VCC, Port or Port and Access outage in all regions (or an 8-hour maximum repair time if a technician is required to be dispatched). This includes the Access and equipment when provided by Company. This applies only to those troubles reported by Customer to the Data Service Center (DSC).

- (a) Elapsed time begins when the trouble call is received by the Data Service Center (DSC) and ends when the service is restored to normal operating performance.

The following shall be excluded from any determination of Time To Repair:

- Force majeure as outlined in Section 5.4.2 (D), following;
- Data lost during Company's scheduled maintenance window;
- Failures due to facilities or equipment provided by another party or the Customer;
- Network Interface Device failures;
- Customer Equipment failures
- Customer "no access" time as defined below:
  - Customer not available;
  - Coordinated Vendor meeting;
  - Abeyance on Customer request;
  - After hours testing because no Customer daytime release; or
  - Tickets referred to another party.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)

2.3.8.2 Premium (Cont'd)

(2) Time to Repair (Cont'd)

- (b) Customer is responsible for notifying Company of any outages that exceed the 4 or 8 hour maximum as described above. Customer must request a service credit within forty-five (45) calendar days after the failure(s) occurred.

Upon verification by Company that the actual repair time for any PVC/VPC/VCC, Port or Port and Access exceeded the 4 or 8 hour maximum described above, Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for month in which the outages occurred.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.3 – GENERAL TERMS (Cont'd)****2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)****2.3.8.2 Premium (Cont'd)****(3) Time to Provision**

For PremierSERV<sup>SM</sup> ATM and Frame Relay Services provided to Customer, Company is committed to completing all service orders by the due date shown on the Firm Order Confirmation (FOC). In the event that Customer requests a due date different from one shown on original order, a new FOC is issued and replaces the original FOC. Time to Provision includes Access and equipment when provided by Company.

- (a) The following shall be excluded from any determination of Time to Provision:
- Natural or man-made disasters that affect telecommunications services;
  - Inability by Company to test because of no-access by Customer;
  - Customer testing when Customer Equipment is not installed and the Customer overall tests are not completed at due date;
  - Due dates missed or rescheduled at Customer's request;
  - Inability by Company to test or complete the order because of failures or not-ready conditions due to facilities or equipment provided by another party or the Customer.
- (b) Customer is responsible for notifying Company of any missed due dates. Customer must request a Service credit within forty-five (45) calendar days after the missed due date occurred.

Upon verification by Company that the due date was missed, the Customer will be provided a service credit equal to:

- 100% of the monthly recurring charges for one month of Service for each Port and/or PVC/VPC/VCC in which the FOC due date was missed.



**2. ADVANCED SERVICES (Cont'd)****SECTION 2.3 – GENERAL TERMS (Cont'd)****2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)****2.3.8.2 Premium (Cont'd)****(4) Latency**

For PremierSERV<sup>SM</sup> ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining Frame/Cell delay across the Company-provided Customer-specific network according to the parameters below:

- On average, less than or equal to 110 milliseconds roundtrip per PVC for all PremierSERV<sup>SM</sup> Frame Relay Service, including FRATM/VCP/VCC's;
- On average, less than or equal to 110 milliseconds roundtrip per VPC/VCC for PremierSERV<sup>SM</sup> ATM Service with VBR-nrt and VBR-rt Quality of Service; and
- On average, less than or equal to 100 milliseconds roundtrip per VPC/VCC for PremierSERV<sup>SM</sup> ATM Service with CBR Quality of Service.

Company guarantees their Frame Relay Service Level Latency Agreements (SLAs) based on a reference packet size. The recommended Frame Relay octet (byte) count is 128 octets per frame. The setting is controlled by the Customer premises equipment (CPE). SBCLD Customers must use this reference size while validating latency for the Frame Relay product.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.3 – GENERAL TERMS (Cont'd)****2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)****2.3.8.2 Premium (Cont'd)****(4) Latency (Cont'd)**

- (a) Latency is calculated as the amount of time, in milliseconds, it takes for a Frame/Cell to travel roundtrip across a PVC/VPC/VCC. If Customer has a FRATM network, the parameters for Frame Relay Service will be applied.

The following shall be excluded from any determination of Latency:

- Natural or man-made disasters that affect telecommunications services;
- Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay or Sustained Information Rate (SIR) for ATM;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- PremierSERV<sup>SM</sup> UBR Quality of Service for PVC/VPC/VCC
- PVCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where the cell loss priority equals one (1).
- Serialization delay, defined as how long it takes to put the bits on the wire is the delay in collecting the bits at the router or switch. Serialization delay can also be called "insertion delay" or the time taken to put the bits into the wire.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)

2.3.8.2 Premium (Cont'd)

(4) Latency (Cont'd)

- (b) Customer is responsible for notifying Company when their average Customer-specific Frame/Cell delay falls below the committed level. Customer must request a Service credit within forty-five (45) calendar days of the end of the calendar month when the excessive delay occurred.

Upon verification by Company that the Customer-specific Frame/Cell delay did not meet the committed level, Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the Frame/Cell delay is still greater than the committed level, the Customer will be entitled to a service credit equal to:

50% of the monthly recurring charges for all affected Ports and/or PVCs/VPC/VCCs for the subsequent month in which the Customer-specific Frame/Cell delay was below the committed level.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)

2.3.8.2 Premium (Cont'd)

(5) Network Availability

- (a) For PremierSERV<sup>SM</sup> ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining an average Network Availability of 99.99% each calendar month per network and within a LATA. Network Availability is based on PVC/VPC/VCCs affected by network outages that are reported by the Customer to the Data Service Center (DSC).

The calculation for the average Network Availability for a given calendar month shall be as follows:

$$\text{Network Availability} = 1 - \frac{\text{Total minutes of PVC/VPC/VCC network outage time per month} \times 100}{\text{Total \# of PVC/VPC/VCCs} \times 24 \text{ hours} \times \text{days per month} \times 60 \text{ minutes}}$$

The following shall be excluded from any "network outage time":

- Force majeure events as outlined in Section 5.4.2 (D), following;
- Data lost during Company's scheduled maintenance window;
- Failures due to facilities or equipment provided by another party or the Customer;
- Failures due to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures due to negligence or willful misconduct by the Customer;
- Customer "no access" time as defined below:
  - Customer not available;
  - Coordinated Vendor meeting;
  - Abeyance on Customer request;
  - After hours testing because no Customer daytime release; or
  - Tickets referred to another party.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

2.3.8 GENERAL TERM NO. 8 - PREMIERSERV<sup>SM</sup> ATM/FRAME RELAY SERVICE LEVEL AGREEMENT (SLA) (Cont'd)

2.3.8.2 Premium (Cont'd)

(5) Network Availability (Cont'd)

- (b) Customer is responsible for notifying Company when their average Customer-specific Network Availability falls below 99.99%. The Customer must request a Service credit within forty-five (45) calendar days of the end of the calendar month when the Network Availability was not met.

Upon verification by Company that the Customer-specific average Network Availability did not meet 99.99% within a LATA, Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the Network Availability is still below 99.99%, the Customer will be entitled to a service credit equal to:

- 10% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for subsequent month in which Network Availability failure occurred.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.3 – GENERAL TERMS (Cont'd)**

(D)

(D)

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.4 – SPECIALIZED SERVICE OR ARRANGEMENT**

2.4.1 General

Specialized Service or Arrangements may be provided by the Company, at the request of a customer, on an individual case basis if such service or arrangements meet the following criteria:

- The requested service or arrangements are not offered under other sections of this Guidebook.
- The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnishing its other services.
- The requested service or arrangements are provided within a LATA.
- The requested service or arrangements are compatible with other Company services, facilities, and its engineering and maintenance practices.
- This offering is subject to the availability of the necessary Company personnel and capital resources.

2.4.2 Rates and Charges

Rates and charges and additional regulations, if applicable, for specialized services or arrangements provided on an individual case basis are filed following:

Case No.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.5 – ORDERING OPTIONS****2.5.1 General**

This section sets forth the regulations and order-related charges for Data Access Services.

These charges are in addition to other applicable charges as set forth in other sections of this and other Service Guide schedules.

A Data Access Order is an order to provide the customer with Data Service, or to provide changes to existing services.

**2.5.2 Ordering Conditions**

A customer may order any number of services of the same type, between the same premises on a single Data Access Order. 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. In addition to the order information required in 2.5.4, following, the customer must also provide:

- Customer name and premises address(es).
- Billing name and address (when different from customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The Company will establish a service date when the customer has provided a firm commitment for the service and sufficient information to allow for the processing of the Data Access Order. The date on which the service date is established is considered to be the Application Date. The Company will provide a firm order confirmation to the customer and will advise the customer of the Application Date and the Service Date.



**2. ADVANCED SERVICES (Cont'd)****SECTION 2.5 – ORDERING OPTIONS (Cont'd)****2.5.2 Ordering Conditions (Cont'd)**

The time required to provision the service (i.e., the interval between the Application Date and the Service Date) is known as the service interval. Such intervals will be established in accordance with service date interval guidelines. Service interval tables will be provided to the customer, within a reasonable period, upon request.

Certain Company critical dates are associated with the service interval. These dates provide a means to determine the provisioning costs incurred at any point during the service interval. The critical dates for each Data Access Order will be provided to the customer on the firm order confirmation. These dates will be used to develop cancellation charges as set forth in 2.5.4.2(B)(3)(b) following. Cancellation charges are calculated by determining the provisioning costs the Company has incurred as of the last critical date completed.

For Frame Relay Service, the virtual end-to-end connections ordered by the customer will be expressed in terms of Data Link Connection Identifiers (DLCIs) and shown on the port order. The customer must order the Special Access Service Channel Termination from AT&T California Schedule Cal.P.U.C. 175-T Section 7 and Port (from this Guidebook) at the same bandwidth speed.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.5 – ORDERING OPTIONS (Cont'd)**

## 2.5.3 Provision of Other Services

- (A) In addition to Data Access Services, other services offered under the provisions of this Guidebook may be ordered with a Data Access Order as set forth in (B) following. The rates and charges for these services, as set forth in other sections of this Guidebook, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Data Access Service with which they are associated.
- (B) With the agreement of the Company, other services set forth in (A) preceding may subsequently be added to the order at any time, up to and including the service date for the Data Access Service. When added subsequently, charges for a design change as set forth in 2.5.4.1., following, will apply if an engineering review is required.

## 2.5.4 Data Access Order

A Data Access Order is used by the Company to provide to a customer Data Access Service as follows:

- Data Services as set forth in 18, following, and
- Other Services as set forth in 2.5.3, preceding.

## 2.5.4.1 Data Access Order Modifications

The customer may request a modification of its Data Access Order prior to the service date. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Company will notify the customer. If the customer still desires the Data Access Order modification, the Company will schedule a new service date. All charges for Data Access Order modifications will apply on a per occurrence basis.

Any increase in the number of Data Access Service channels, line, or ports will be treated as a new Data Access Order (for the increased amount only).

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.5 – ORDERING OPTIONS (Cont'd)**

2.5.4 Data Access Order (Cont'd)

2.5.4.1 Data Access Order Modifications (Cont'd)

(A) Service Date Change Charge

Data Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service 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. If the customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company and reissued with the appropriate cancellation charges applied.

If the service date is changed to an earlier date, and the Company determines additional labor or extraordinary costs are necessary to meet the earlier service date requested by the customer, the customer will be notified by the Company that Expedited Order Charges as set forth in (D) following apply. Such charges will apply in addition to the Service Date Change Charge.

If the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers, a new service date may be established that is prior to the original standard or negotiated interval service date.

A service date change charge will apply on a per order, per occurrence basis for each service date changed. The applicable charge is:

Service Date Change Charge, per order	<u>USOC</u> OMCSD	<u>Charge</u> \$23.00
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**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.5 – ORDERING OPTIONS (Cont'd)**

2.5.4 Data Access Order (Cont'd)

2.5.4.1 Data Access Order Modifications (Cont'd)

(B) Partial Cancellation Charge

Any decrease in the number of Data Services, lines, trunks or ports, will be treated as a partial cancellation, and the charges as set forth in 2.5.4.2(B) following will apply.

(C) Design Change Charges

The customer may request a design change to the service ordered. A design change is any change to a Data Access Order which requires engineering review. An engineering review is a review, by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of channel interface, type of Interface Group or Technical specification package.

Design changes do not include a change of customer premises when the end office switch(es) changes. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Company will review the requested change, notify the customer whether the change can be accommodated and specify if a new service date is required. If the customer authorizes the Company to proceed with the design change, a Design Change Charge will apply. The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a design change. The applicable charge is:

	<u>USOC</u>	<u>Charge</u>
Design Change Charge, per order	H28	\$23.00

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

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.5 – ORDERING OPTIONS (Cont'd)**

## 2.5.4 Data Access Order (Cont'd)

## 2.5.4.1 Data Access Order Modifications (Cont'd)

## (D) Expedited Order Charge

When placing a Data Access Order, a customer may request an expedited service date. A customer may also request an earlier service date on a pending Data Access Order. If the Company determines that service can be provided to meet the requested service date and that additional labor cost or extraordinary costs are required the customer will be notified and will be provided with an estimate of the additional charges involved. Such additional charges will be determined and billed to the customer as follows:

To calculate the additional labor charges, the Company will, upon authorization from the customer to incur the additional labor charges, and to bill the customer for such charges, keep track of the additional labor hours used to meet the request of the customer and will bill the customer at the applicable Additional Labor charges as set forth in 2.7.7 following.

When the request for expediting occurs subsequent to the issuance of the Data Access Order, a Service Date Change Charge as set forth preceding also applies.

If the Company is subsequently unable to meet the agreed upon expedited Service date, no Expedite Order Charge will apply, unless the missed Service date was caused by the customer.

Expedite Orders that are limited to PVC additions or Port Only installations, will be charged \$250 per service order. All other Expedite Order requests will be charged \$500 per service order.

Any Expedited Order Charges in excess of 10% over the estimate of the additional charges shall not be billed.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.5 – ORDERING OPTIONS (Cont'd)**

2.5.4 Data Access Order (Cont'd)

2.5.4.2 Cancellation of a Data Access Order

(A) A customer may cancel a Data Access Order for the installation of service on any date prior to the service date. The cancellation date is the date the Company receives written or verbal notice from the customer or customer's end user that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer or customer's end user is unable to accept a Data Access Service within 30 calendar days of the original service date, the customer has the choice of the following options:

- The Data Access Order shall be cancelled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Data Access Order.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.5 – ORDERING OPTIONS (Cont'd)**

## 2.5.4 Data Access Order (Cont'd)

## 2.5.4.2 Cancellation of a Data Access Order (Cont'd)

- (B) When a customer cancels a Data Access Order for the installation of service, a Cancellation Charge will apply as follows:
- (1) Installation of Data Access Service is considered to have started when the Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
  - (2) Where the customer cancels a Data Access Order prior to the start of installation of the service, no charges shall apply.
  - (3) Where installation of service has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.
    - (a) The charge for the minimum period of the Data Access Service ordered by the customer (Recurring and Nonrecurring charges).
    - (b) A charge equal to the costs incurred in such installation, less estimated net salvage. Such charge will include the nonrecoverable cost of equipment and material ordered, provided or used, plus the nonrecoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs as set forth in 2.5.1.1 preceding.
  - (4) In no event will cancellation charges be applied until the customer is notified of such charges. Cancellation charges as set forth in (3)(b) preceding are determined from the last critical date completed. Such dates are provided to the customer on the firm order confirmation at the time the order is placed.
- (C) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- (D) If the Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, government requirements, work stoppages and civil commotions), the customer may cancel the Data Access Order without incurring cancellation charges.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.5 – ORDERING OPTIONS (Cont'd)**

## 2.5.4 Data Access Order (Cont'd)

## 2.5.4.3 Minimum Period

- (A) Except as set forth in (B),(C), and (D) following the minimum period for which Data Access Service is provided and for which charges are applicable is one month.
- (B) Changes other than those identified in 2.5.4.4, Service Rearrangements, following, will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The customer will also remain responsible for all outstanding minimum period obligations associated with the disconnected service.

The changes listed below are those which will be treated as a discontinuance and installation of service for which a new minimum period will be established.

- (1) A change in type of service (i.e., Frame Relay to ATM Cell Relay, one speed of service to another)
- (C) The Minimum Period Charge applies when the customer requests disconnect of Data Access Service prior to the expiration of the Minimum Period.
- (D) The Minimum Period Charge for monthly billed services will be determined as follows:
  - (1) For those Data Access Services to which usage sensitive rate elements apply, the Minimum Period Charge will be based on actual usage.
  - (2) For those Data Access Services which are billed a flat monthly rate, the Minimum Period Charge will be the full monthly rate.
  - (3) The Minimum Period Charge will include all nonrecurring charges associated with the establishment of the Data Access Service.



**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.5 – ORDERING OPTIONS (Cont'd)**

2.5.4 Data Access Order (Cont'd)

2.5.4.4 Service Rearrangements

Service rearrangements are changes to existing installed services which do not result in either a change in the minimum period requirements as set forth in 2.5.4.3 preceding.

(A) Administrative Changes

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

- Change of customer name (i.e., the customer of record does not change but rather the customer of record changes its name--e.g., AT&T-Long Lines to AT&T-Communications),
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data where billing entity remains the same (name, address, or contact name or telephone number),
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer test line number,
- Change of customer's end user contact name or telephone number, and
- Change of jurisdiction.
- Change of Agency Authorization

For change of customer of record (i.e., Data Access Service) is provided to and billed to a different entity) where no physical work is required, (i.e., physical serving arrangement remains the same) the following charge will apply:

- per circuit	<u>Nonrecurring Charge</u> NO	<u>USOC</u> ANC
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For change of customer of record requiring physical work, charges set forth in 2.5.2.5 preceding will apply.

(B) Service Changes

Service Changes listed below, are physical changes to existing service. Charges apply as set forth below.

- If the change involves the addition of or a modification to an optional feature which has a separate nonrecurring charge, that nonrecurring charge will apply.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.5 – ORDERING OPTIONS (Cont'd)**

## 2.5.4 Data Access Order (Cont'd)

## 2.5.4.5 Moves and Upgrades

## Moves at Same Transmission Speed

For moves or changes at the same transmission speed, the Customer may move Service to a new location, or move and change to another Company Service without incurring termination charges provided all of the following conditions are met:

- (1) The new Service is provided solely by Company; The Customer's request to disconnect Service and request for new Service are received at the same time;
- (2) The due date of the new connect order must be within one hundred twenty (120) days after the due date of the disconnect order;
- (3) The new Service has a transmission speed equal to the transmission speed of the existing Service;
- (4) For Permanent Virtual Circuits (PVCs), the move must be associated with the move of one or more associated ports;
- (5) The new Service establishes a new TPP effective date with a term equal to or greater than the original TPP term established at the former location; and
- (6) The total TPP revenue for the new Service is equal to or greater than the remaining TPP revenue of the original Service.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.5 – ORDERING OPTIONS (Cont'd)**

2.5.4 Data Access Order (Cont'd)

2.5.4.5 Moves and Upgrades (Cont'd)

Moves Involving Upgrades in Transmission Speed

For moves involving upgrades in transmission speed, the Customer may move Service to a new location and upgrade to a higher speed Company Service without incurring termination charges provided all of the following conditions are met:

- (1) The new Service is provided solely by Company;
- (2) The Customer's request to disconnect Service and request for new Service are received at the same time;
- (3) The due date of the new connect order must be within one hundred twenty (120) days after the due date of the disconnect order;
- (4) The new Service has a transmission speed greater than the transmission speed of the existing Service;
- (5) For PVCs, the move must be associated with the move of one or more associated ports;
- (6) The new Service establishes a new TPP effective date with a term equal to or greater than the original TPP term established at the former location;  
and
- (7) The total TPP revenue for the new Service is equal to or greater than the remaining TPP revenue of the original Service.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.5 – ORDERING OPTIONS (Cont'd)**

2.5.4 Data Access Order (Cont'd)

2.5.4.5 Moves and Upgrades (Cont'd)

Upgrades Not Involving Moves

Customer may upgrade Service to a higher transmission speed or to another Company Service of equal or greater transmission speed without incurring termination charges if all of the following conditions are met:

- (1) The new Service is provided solely by Company;
- (2) The new Service is provided to the same Customer location;
- (3) For PVCs, the new Service must be provided between the same two locations;
- (4) The Customer's requests to disconnect Service and request for new Service are received at the same time;
- (5) For Service upgraded to a higher transmission speed, the new Service establishes a new TPP effective date with a term equal to or greater than the original TPP term established with the original Service. (In instances where the PremierSERVSM Frame Relay Service or ATM Service Customer upgrades to a higher transmission speed that does not require a physical change in the Port or Access no new TPP term is required); and
- (6) The total TPP revenue for the new Service is equal to or greater than the remaining TPP revenue of the original Service.
- (7) Any applicable nonrecurring or special construction charges associated with the new Service will apply.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.5 – ORDERING OPTIONS (Cont'd)**

2.5.4 Data Access Order (Cont'd)

2.5.4.6 Orders for Services Provided by More Than One Company\*

Data Access Services provided by more than one Company are Services where the Special Access or Expanded Service transport facility or Expanded Interconnection Service Cross Connect is provided by AT&T California from its Schedule Cal.P.U.C. No. 175-T, Section 7 or 16, respectively.

The ordering procedure for this service is dependent upon the billing arrangement, as set forth in Rule No. 9 in this Guidebook, to be used by the Utilities involved in providing the Data Access Service.

(A) Ordering Procedure

- Single Bill

The Company that accepts the order from the customer and renders the bill will be determined as follows:

Special Access Service without Hub - Either Company may accept the order.

Special Access Service with Hub - The Company where the Hub is located shall accept the order.

In all cases, the other Company(ies) involved shall also receive a copy of the order from the customer.

(B) Ordering Procedures

- Multiple Bill

Each Company will accept an order for service from the customer for that portion of service provided within its territory.

\* In compliance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket No. 86-104. released July 31, 1987.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.5 – ORDERING OPTIONS (Cont'd)**

2.5.5 Available Inventory

Available inventory is limited and does not include facilities previously ordered. The Company will make every reasonable effort to maintain sufficient available inventory to provide Data Access Service in accordance with customers' requested service date intervals. To the extent that service can be provided, Data Access Orders will be satisfied from available inventory.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.6 - TEMPORARY PROMOTIONAL OFFERINGS****2.6 DESCRIPTION**

From time to time, the Company may provide certain temporary promotional offerings to its customers. These offerings may be limited to certain dates, times, and/or locations. Also, the promotional pricing of services shall be subject to and offered only where facilities and operating conditions permit.

Unless otherwise stated in the promotion: (1) if the customer does not meet the required terms and conditions of the promotion or disconnects any required service prior to completion of any agreed upon term, no further credits or waivers will be given to the customer; and, (2) the Company will bill the customer, and the customer will be required to pay, all previous credits and waived charges received pursuant to the promotion. The customer will also be required to pay any charges, payments, disconnection/termination or penalty fees required by the tariffs or any other incorporated promotional offering. Minimum billing as set forth in AT&T California Schedule Cal.P.U.C A2.1.9 is applicable to a promotional offering.

The terms, conditions and early termination fees will apply when the service governed under a promotion is superseded but remains on AT&T California network as a retail product. The terms, conditions and early termination fees continue when the service governed under a promotion are subject to a number change. A promotion is valid when the products and/or services under this promotion are moved, however the customer will be billed the installation charges at the full documented rate.

For multi-location customers, each service is treated individually and must maintain the terms and conditions for eligibility. A single customer with multiple locations may participate in this promotion.

Unless otherwise specified, a promotion may not be combined with any other promotional offering for the same service(s). Unless otherwise specified, service provided under a 96-B contract may not be combined with a promotion for the same service.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.7 –ADDITIONAL LABOR AND MISCELLANEOUS SERVICES**

In this section normally scheduled working hours are an employee's scheduled work period in any given calendar day (e.g., 7:00 a.m. to 4:00 p.m.) for the application of rates based on working hours.

**2.7.1 General**

Additional labor is that labor requested by the customer on a given service and agreed to by the Company as set forth in 2.7.1.1 through 2.7.1.5 following. The Company will notify the customer that additional labor charges as set forth in 7.7 following will apply before any additional labor is undertaken.

There is a half-hour minimum charge for any Additional Labor. All Additional Labor Charges for work performed during normally scheduled working hours will be billed at \$50 for the first half-hour and \$25 for each subsequent quarter hour or fraction thereof, per technician.

All Additional labor performed outside of normally scheduled working hours (overtime) will be billed at \$62.50 for the first half-hour and \$31.25 for each subsequent quarter hour or fraction thereof, per technician. A call-out of Company personnel for Additional Labor at a time not consecutive with Company's normally scheduled working hours is subject to a minimum charge of four hours.

If more than one technician is involved in the same Additional Labor project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the first half-hour and each additional quarter hour rate categories.

**2.7.2 Overtime Installation**

Overtime installation is that Company installation effort outside of normally scheduled working hours.

**2.7.3 Overtime Repair**

Overtime repair is that Company maintenance effort performed outside of normally scheduled working hours.



**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.7 –ADDITIONAL LABOR AND MISCELLANEOUS SERVICES (Cont'd)**

In this section normally scheduled working hours are an employee's scheduled work period in any given calendar day (e.g., 7:00 a.m. to 4:00 p.m.) for the application of rates based on working hours. (Cont'd)

**2.7.4 Stand-by**

Stand-by includes all time in excess of one-half (1/2) hour during which Company personnel stand by to make cooperative tests with a customer to verify facility repair on a given service.

**2.7.5 Testing and Maintenance with Other Telephone Companies**

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

**2.7.6 Other Labor**

Other labor is that additional labor not included in 2.7.2 through 2.7.5 preceding, including, but not limited to labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this Guidebook.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.7 –ADDITIONAL LABOR AND MISCELLANEOUS SERVICES (Cont'd)**

2.7.7 Charges for Additional Labor

The charges for additional labor are as follows:

<u>Additional Labor Periods</u>	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
(A) Installation or Repair			
- Overtime, outside of normally scheduled working hours, on a scheduled work day, per technician	ALH++	\$27.60*	\$27.60*
- Premium Time, outside of scheduled work day, per technician	ALH++	35.95*	35.85*
(B) Stand-by			
- Basic Time, normally scheduled working hours, per technician	ALT++	None	19.20
- Overtime, outside of normally scheduled working hours, on a scheduled work day, per technician	ALT++	None*	27.60*
- Premium Time, outside of scheduled work day, per technician	ALT++	None*	35.95*

\* 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.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.7 –ADDITIONAL LABOR AND MISCELLANEOUS SERVICES (Cont'd)**

2.7.7 Charges for Additional Labor (Cont'd)

The charges for additional labor are as follows:

<u>Additional Labor Periods</u>	<u>First Half USOC</u>	<u>Each additional Hour or Fraction Thereof</u>	<u>Half Hour or Fraction Thereof</u>
(C) Testing and Maintenance with other telephone companies or Other Labor			
- Basic Time, normally scheduled working hours, per technician	ALK++	\$19.20	\$19.20
- Overtime, outside of normally scheduled working hours, on a scheduled work day, per technician	ALK++	27.60*	27.60*
- Premium Time, outside of scheduled work day, per technician	ALK++	35.95*	35.95*

\* 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.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES**

2.8.1 General

Broadband Fast Packet Services provide high speed connectivity over a wide geographic area. Fast Packet services use digital transmission facilities and switching technology to provide high speed information transfers for users with large bandwidth requirements.

Broadband Fast Packet technology divides data into blocks (packets) with fixed maximum lengths. These packets are transported through the Company's network. Each packet contains the necessary information to ensure accurate data transfer to destination.

Service is provided from the Company's network and may terminate at a customer premises located within AT&T California territory at rates and charges specified elsewhere in this schedule. Service may also terminate at a customer premises located in GTE, Roseville or Citizens' Telephone Company territory at rates and charges specified elsewhere in this schedule.

Effective September 30, 2011, ATM Cell Relay and Frame Relay services defined in this section will no longer be available to new customers. Existing term plan customers of ATM Cell Relay service and Frame Relay service may add, move, remove or change lines and/or locations for the duration of their current term plan agreement, but may not enter into any new term plan agreements except a new 12 month term for service additions as permitted above. The Company will support one extension of an existing non-expired term plan agreement (other than a new term plan for service additions as provided above ) past its current term for twelve (12) months, provided the extension is signed on or before June 30, 2013, and the extension period expires no later than June 30, 2014. Upon expiration of the extension and for existing customers who do not extend an existing non-expired term plan agreement, service will continue on a month-to-month basis at the same rates in effect for such service immediately prior to such expiration, until the service is discontinued on at least 30 days prior notice by the customer or on at least 30 days notice (or such longer period as may be required by the Commission) by the Company. During such month-to-month period, the Company may change the rates, terms and conditions applicable to the customer's service upon at least 30 days written notice to the customer. Effective September 30, 2011, early termination charges shall not apply to any ATM Cell Relay and Frame Relay services defined in this Guidebook.

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**2. ADVANCED SERVICES (Cont'd)****SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

## 2.8.2 ATM Cell Relay Service

## 2.8.2.1 General Description

## (A) Basic Service Description

ATM Cell Relay Service is a fast packet service offering networking capabilities using an industry-recognized technology - Asynchronous Transfer Mode (ATM). With this high speed, connection-orientated transport service the Company transmits information in fixed-size segments or cells (1 cell = 53 bytes) over various bandwidth capacities. A variable bandwidth capacity, defined as an Information Access Rate (IAR), is offered in a lineside or a trunkside connection. The lineside connection is the User to Network Interface (UNI) for end user customers and carriers. The trunkside connection is the Broadband ISDN-Inter Carrier Interface (B-ICI) for interexchange carriers and competitive access providers. The IAR, either UNI or BICI, must be interconnected to the customer's premises with a facility from AT&T California Schedule Cal.P.U.C. No. 175-T, Section 7, Special Access or another compatible non-Company facility.

For the UNI the IAR is rated in 64 Kbps or 1Mbps increments: 64 Kbps increments for DS1 facilities and 1 Mbps increments for DS3 and OC3c facilities. For the B-ICI the IAR is rated at either 40 Mbps or 148 Mbps for DS3 and OC3 facilities respectively.

Logical Connections, carrying voice, video or data traffic, are the essential, information-carrying elements of ATM Cell Relay Service. Logical Connections provide for sequence preserving, transfer of customer information. The connections are not hardwired end-to-end circuits but software-defined logical paths or permanent virtual circuits. These Logical Connections are either two way, point to point, or one way, multicast (a.k.a. multipoint). Logical Connections are rated for constant bit rate (voice and video transmissions) and variable bit rate (data transmissions) plus a maximum burst size that limits the number of cells being carried.

Minimal service for UNI or B-ICI consists of an increment of Information Access Rate and one Logical Connection, either point to point or multipoint, rated for constant and variable bit rate.

The customer may provide its own terminating equipment, but it must be compatible with the facilities of the Company.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.2 ATM Cell Relay Service (Cont'd)

2.8.2.1 General Description (Cont'd)

(A) Basic Service Description (Cont'd)

The Company's ATM Cell Relay Service conforms to the standards approved by the American National Standards Institute (ANSI) and International Telecommunications Union (ITU), formerly CCITT (Consultative Committee International Telephone and Telegraph). The basis of the ITU standards is the Broadband ISDN Reference Model which specifies Asynchronous Transfer Mode as developed by the ATM Forum as its base switching technology.

The customer must provide to the Company a current local contact and telephone contact number that is readily accessible 24 hours a day, 7 days a week. The customer's local contact will act as the point contact for inquiries, trouble reports, and security management involving the service configuration.

2.8.2.2 Technical Specifications

Pub L-780028-PB

Issue 2, May 1996; available May 1996

Issue 2, May, 1996; available May, 1996

Issue 2, May, 1996; available May, 1996

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

## 2.8.2 ATM Cell Relay Service (Cont'd)

## 2.8.2.3 Rate Element Description

## (A) Information Access Rate

## (1) User to Network Interface (UNI)

The UNI Information Access Rate (IAR) is a stand-alone, port interface offering the end-user customer access to the ATM Cell Relay Service over three variable bandwidth ranges: (a) 128Kbps-1.5Mbps, (b) 4-40Mbps and (c) 51-148Mbps. This information Access Rate in combination with a Company facility or compatible non-Company facility furnishes access to ATM Cell Relay Service. For the 1.5Mbps IAR bandwidth increments are 64kbps; for the 4-40 and 51-148Mbps IAR bandwidth increments are 1Mbps. The customer must purchase the IAR range desired plus a minimum of one Logical Connection. Special Access transport facilities for DS1, DS3 and OC3 are ordered separately from AT&T California Schedule Cal.P.U.C. No. 175-T, Section 7, or another compatible non-Company facility. The amount of IAR may be changed by the customer by applications of the Network Change Charge, see section 2.8.4 following.

## (2) Broadband ISDN Inter Carrier Interface (B-ICI)

The B-ICI Information Access Rate is a stand-alone, port interface at 40 or 148Mbps allowing interexchange carriers and competitive access providers interconnection. The BICI provides ATM bearer services in accordance with AT&T California technical standards that have been adopted from the ATM Forum B-ICI specifications. The B-ICI must be interconnected to a compatible AT&T California Special Access facility ordered from AT&T California Schedule Cal.P.U.C. No. 175-T Section 7, or another compatible non-Company facility, to furnish access to ATM Cell Relay Service.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

## 2.8.2 ATM Cell Relay Service (Cont'd)

## 2.8.2.3 Rate Element Description (Cont'd)

## (B) Logical Connections

## (1) Virtual Channel Connections &amp; Virtual Path Connections

Within the Information Access Rate Logical Connections (a.k.a. permanent virtual connections) are the software-defined transmission paths between designated customer locations. A Logical Connection establishes the entry and exit points of the information being transmitted on the IAR. There are two types of Logical Connections: (1) the Virtual Channel Connection (VCC) which is the primary connection and (2) the Virtual Path Connection (VPCs) which is a grouping of VCCs that is routed to the same end point. Logical Connections are static and established upon ordering the service; they may be augmented when the customer desires. The customer has unlimited usage of the Logical Connections.

## (2) Multicast or Point to Point

When establishing service the customer must choose a Multicast(a.k.a. multipoint) or Point to Point configuration for each Logical Connection.

## (a) Multicast.

This Logical Connection provides a one-way transmission function between the originating point and the multipoints (a.k.a. leafs). A data stream originated by the sending customer is copied by the ATM Cell Relay Service network and sent to each of the multipoints. In multicast situations, separate point to point Logical Connections (VCC and/or VPC) can be established back to the communications origination point.

## (b) Point to Point.

This Logical Connection is a two-way transmission function and connects only two end points. This Logical Connection will be provided when Multicast is not requested.



**2. ADVANCED SERVICES (Cont'd)****SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

## 2.8.2 ATM Cell Relay Service (Cont'd)

## 2.8.2.3 Rate Element Description (Cont'd)

## (C) ATM Cell Relay Service Features and Options

## (1) Logical Connections

Logical Connections can transmit information at constant bit rates or variable bit rates. Upon establishing service the customer must select for each Logical Connection a Constant Bit Rate (CBR), Variable Bit Rate (VBR), or a mix of these features for the Information Access Rate. The customer also has the option of selecting Customer Network Information or Customer Network Reconfiguration or both. Special Access Customer Network Reconfiguration must be ordered from AT&T California Schedule Cal.P.U.C. No. 175-T, Section 7.

## (2) Frame Relay/ATM Service Interworking (FR/ATM SI)

FR/ATM SI allows customers to create permanent virtual circuits (PVCs) that span a ATM User-to Network Interface (UNI) and terminate on an asynchronous transfer mode (ATM). A customer with ATM Cell Relay Service will be able to establish PVCs to a customer of Frame Relay Service, with both technology platforms.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

## 2.8.2 ATM Cell Relay Service (Cont'd)

## 2.8.2.3 Rate Element Description (Cont'd)

## (C) ATM Cell Relay Service Features and Options (Cont'd)

- (2) Constant Bit Rate (CBR) - voice and video CBR provides a quality of service that is non bursty with a low tolerance to time delays. The transmission of information, usually voice and video, is at a fixed bit rate over a Logical Connection.
- (3) Variable Bit Rate (VBR) - data VBR provides a quality of service that accommodates traffic with a higher tolerance to time delays. The transmission of information, usually data, is at varying bit rates over Logical Connections. The customer is not charged for the choice of the Variable Bit Rate option but for the bit rates limited as described in Maximum Burst Size:

Maximum Burst Size (MBS) The number of cells that can consecutively pass through a VBR Logical Connection without intervening blank cells. The maximum burst size levels available are: 32 cells (ethernet applications), 100 cells (Fiber Distributed Data Interface (FDDI) applications) and 200 cells (file transfer applications). The 32 cell burst level will be assigned unless the customer requests a higher level.

- (4) Customer Network Information This option permits users to obtain information on ATM Cell Relay Service traffic, including counts of data packets sent and received on each of the logical connections on a per customer basis.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

## 2.8.3 Frame Relay Service (FRS)

## 2.8.3.1 General Description

## (A) Basic Service Description

Frame Relay Service (FRS) is a high speed, statistically multiplexed, packet data service that allows multiple customer locations to be interconnected. The use of intelligent customer-provided equipment that is compatible with the Company-provided service, digital transmission services, and the ITU protocol allows the Company to provide data packet, frame, communications.

Customer-provided equipment accumulates data in a format suitable for transmission and provides circuit error and congestion control. Connection to the FRS port is via a AT&T California-provided Special Access Service or an Expanded Interconnection Service Cross Connect (EISCC), as described in AT&T California Schedule Cal.P.U.C. No. 175-T Section 7 and 16, respectively or another compatible non-Company facility. The connecting service is in addition to the FRS. A Special Access Channel Termination or EISCC for the connecting service will apply. Access is available to the FRS line-side port at 56 Kbps, 128 Kbps, 384 Kbps, 1.536 Mbps or 37 Mbps and to the trunk-side port at 1.536 Mbps or 37 Mbps.

Data communications between FRS ports is provided over software defined connections with addresses identified by Data Link Connection Identifiers (DLCIs). The DLCIs identify address information and route the customer's data over a communications path called a permanent virtual connection (PVC).

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

## 2.8.3 Frame Relay Service (FRS) (Cont'd)

## 2.8.3.1 General Description (Cont'd)

## (A) Basic Service Description (Cont'd)

Multiple PVCs can be established from a port for communications over the digital transmission facilities of the FRS network. A separate PVC must be established to each location that the customer desires to transmit data.

Utilizing statistical multiplexing, the Company's FRS enables customers to allocate bandwidth for the permanent virtual connections as needed up to the maximum bandwidth of the FRS port. The following port speeds are available: 56 Kbps, 128 Kbps, 384 Kbps, 1.536 Mbps or 37 Mbps.

FRS complies to the frame relay standards approved by the American National Standards Institute (ANSI) and International Telecommunications Union (ITU), formerly CCITT (Consultative Committee International Telephone and Telegraph). Customer-provided equipment must comply with these standards.

Frame Relay Service is available at Company locations identified in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF FCC NO. 4.

The customer must provide to the Company a current local contact and telephone contact number that is readily accessible 24 hours a day, 7 days a week. The customer's local contact will act as the point contact for inquiries, trouble reports, and security management involving the service configuration.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

## 2.8.3 Frame Relay Service (FRS) (Cont'd)

## 2.8.3.1 General Description (Cont'd)

## (B) Optional Features and Functions

## (1) Multicast Service

Multicast service provides one way communication function between an originating point and multiple end-points in those central offices that are suitably equipped. A data stream originated by the sending customer location is sent to each of the end-points predesignated by the customer. A data stream originated by the sending customer is copied by the Frame Relay Service network and sent to each of the multipoints.

## (2) Frame Relay/ATM Service Interworking (FR/ATM SI)

FR/ATM SI allows customers to create permanent virtual circuits (PVCs) that span a frame relay User-to-Network Interface (UNI) and terminate on an asynchronous transfer mode (ATM) UNI. A customer with Frame Relay Service will be able to establish PVCs to a customer of ATM Cell Relay Service, thereby interoperating with both technology platforms.

## 2.8.3.2. Technical Specifications:

PUB L-780079-PB  
Issue 2, October 1993

ANSI T1.617, Signaling Specifications for Frame Relay Bearer Service, 1991

Frame Relay Forum, Network to Network Interface, Phase I Implementation Agreement.

ANSI T1.618, Core Aspects of Frame Protocol for use with Frame Relay Bearer Service

ITU (formerly CCITT) Q.922 Recommendation "ISDN Data Link Layer Specification for Frame Mode Bearer Services."

ITU (formerly CCITT) Q.933 "DSS1` Signaling Specifications for Frame Mode Basic Call Control." ITU, Geneva, 1992

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

## 2.8.3 Frame Relay Service (FRS) (Cont'd)

## 2.8.3.3 Rate Elements Description

## (A) FRS User to Network Interface (UNI) Port

The User to Network Interface (UNI) port provides a line-side connection to the Company's FRS, see technical references in Section 2.8.3.2. A connecting AT&T California Special Access Service or EISCC, Expanded Interconnection Service, ordered from AT&T California Schedule Cal.P.U.C. No. 175-T Section 7 or 16, respectively, or another compatible non-Company facility must be provided in addition to the FRS port. AT&T California Special Access Services used for FRS connections include: Advanced Digital Network Service (ADN), High Capacity Services and SONET Services, as described in AT&T California Section 7. Connection via an EISCC is provided as described in AT&T California Section. A Special Access Channel Termination or EISCC for the connecting service will apply.

The UNI port is available at varying bandwidth speeds: 56 Kbps, 128 Kbps, 384 Kbps, 1.536 Mbps and 37 Mbps.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

## 2.8.3 Frame Relay Service (FRS) (Cont'd)

## 2.8.3.3 Rate Elements Description (Cont'd)

## (B) FRS Network to Network Interface (NNI) Port

The Network to Network Interface (NNI) port provides a trunk-side connection, for connecting the customer's frame relay switch to the Company's FRS, see technical references in Section 2.8.3.2. A connecting AT&T California Special Access Service or Expanded Interconnection Service Cross Connect (EISCC), must be ordered from AT&T California Schedule Cal.P.U.C. No. 175-T, Section 7 or 16, respectively, or another compatible non-Company facility must be ordered in addition to the FRS. AT&T California Special Access Services used for FRS connections include: Advanced Digital Network Service (ADN), High Capacity Services and SONET Services, as described in Section 7 of AT&T California Schedule Cal.P.U.C. No. 175-T. Connection via an EISCC is provided as described in Section 16 of AT&T California Schedule Cal.P.U.C. No. 175-T. A Channel Termination or EISCC for the connecting service will apply.

The NNI port is available at 1.536 Mbps and 37 Mbps.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.3 Frame Relay Service (FRS) (Cont'd)

2.8.3.3 Rate Elements Description (Cont'd)

(C) Data Link Connection Identifiers (DLCI) (Cont'd)

- (1) The Data Link Connection Identifier is one of a minimum of two software-defined address points required to establish a permanent virtual connection (PVC). A PVC (with at least one DLCI at each end) is the dedicated communications path through the FRS.

(D) Optional Features:

- (1) Reserved
- (2) Frame Relay/ATM Service Interworking

The per associated ATM port size and number of PVCs charge to establish interconnection between Frame Relay and ATM Cell Relay Services.

(E) Change Charges:

- (1) Network Adds or Changes:

The per port charge for a customer to increase or rearrange the FRS UNI port bandwidth. (Options are: 56 Kbps, 128 Kbps, 384 Kbps or 1.536 Mbps). Also, the per port charge when a customer adds, rearranges, or changes DLCIs. A change charge applies to the addition/deletions of PVCs.



**2. ADVANCED SERVICES (Cont'd)****SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)****2.8.4 ATM Cell Relay Service Network Changes**

Changes can be made to the customer's existing ATM Cell Relay Service network. All changes for one occurrence must be consolidated on the service order of the affected IAR range. Network Changes are rated per occurrence by those that: (1) do not require a different Information Access Rate range (128Kbps-1.5Mbps IAR; 4-40Mbps IAR; or 51-148Mbps IAR) or (2) do require a different IAR range.

- (1) Network changes not requiring a different IAR range: (a) changes to IAR increment within the currently installed Cell Relay Information Access Rate range for the 128Kbps-1.5Mbps IAR; 4-40Mbps IAR; or 51-148Mbps IAR (for example, an increase from 128Kbps to 640Kbps), (b) changes in the number of Logical Connections, VCC or VPC, being used; (c) change in the amount or mix of CBR, VBR or MBS, (d) change to multicasting. Charges for these types of changes are found in Section 2.8.4.1(D)(5)(1).
- (2) When a network change requires a different IAR range or B-ICI (i.e., when the bandwidth required exceeds the capacity of the currently installed IAR) a new facility connecting the customer to the central office and IAR range must be established.

2. **ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 ATM Cell Relay Service Network Changes (Cont'd)

2.8.4.1 ATM Cell Relay Service Rates and Charges - AT&T California Territory

(A) UNI Information Access Rate (IAR) Ranges

	<u>USOC</u>	<u>Nonrecurring Charge</u>
(1) 128Kbps - 1.5Mbps IAR (DS1)		
(a) Establish new Information Access Rate		
- per IAR	ATM1C	\$378.32

**plus**

(b) Monthly IAR, where

N = Number of IAR increments at 64Kbps  
IAR = N x 64Kbps  
Monthly Charge = Monthly Rate x (N)

IAR Increment and Monthly Rate

<u>USOC</u>	<u>N=2-4</u>	<u>5-8</u>	<u>9-12</u>	<u>13-16</u>	<u>17-20</u>	<u>21-24</u>
MT71U	\$141.87	\$73.77	\$50.13	\$37.83	\$31.21	\$26.48

2. **ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 ATM Cell Relay Service Network Changes (Cont'd)

2.8.4.1 ATM Cell Relay Service Rates and Charges - AT&T California Territory (Cont'd)

(A) UNI Information Access Rate (IAR) Ranges (Cont'd)

	<u>USOC</u>	<u>Nonrecurring Charge</u>
(2) 4Mbps-40Mbps IAR (DS3)		
(a) Establish new Information Access Rate		
- per IAR	ATMS3	\$1418.69

**plus**

(b) Monthly IAR, where

N = Number of IAR increments at 1Mbps  
IAR = N x 1Mbps  
Monthly Charge = Monthly Rate x (N)

IAR Increment and Monthly Rate

<u>USOC</u>	<u>N=4-5</u>	<u>6-9</u>	<u>10-15</u>	<u>16-24</u>	<u>25-34</u>	<u>35-40</u>
MT73U	\$767.98	\$449.25	\$274.28	\$175.92	\$141.87	\$130.05

2. **ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 ATM Cell Relay Service Network Changes (Cont'd)

2.8.4.1 ATM Cell Relay Service Rates and Charges - AT&T California Territory (Cont'd)

(A) UNI Information Access Rate (IAR) Ranges (Cont'd)

	<u>USOC</u>	<u>Nonrecurring Charge</u>
(3) 51Mbps-148Mbps IAR (OC3)		
(a) Establish new Information Access Rate		
- per IAR	ATMOC	\$2837.37

**plus**

(b) Monthly IAR, where

N = Number of IAR increments at 1Mbps  
IAR = N x 1Mbps  
Monthly Charge = Monthly Rate x (N)

IAR Increment and Monthly Rate

<u>USOC</u>	<u>N=51-80</u>	<u>81-100</u>	<u>101-148</u>
MT7CU	\$70.46	\$47.29	\$44.45

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 ATM Cell Relay Service Network Changes (Cont'd)

2.8.4.1 ATM Cell Relay Service Rates and Charges - AT&T California Territory (Cont'd)

(B) B-ICI Information Access Rate

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(1) 40Mbps IAR (DS3)			
(a) Establish new B-ICI (DS3)	ATMS3	\$1418.69	
	CRNS5		\$5201.85
(2) 148Mbps IAR(OC3)			
(a) Establish new B-ICI(OC3)	ATMOC	\$2837.37	
	CRNC5		\$6578.92

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 ATM Cell Relay Service Network Changes (Cont'd)

2.8.4.1 ATM Cell Relay Service Rates and Charges - AT&T California Territory (Cont'd)

(C) Logical Connections:

	<u>USOC</u>	<u>Monthly Rate</u>
(1) Virtual Channel Connections (VCC)		
per VCC per IAR		
first	CVC	No charge
next 2-6		\$14.19
next 7-11		\$9.49
#12 and additional		\$4.73
<b>and/or</b>		
(2) Virtual Path Connections (VPC)		
per VPC per IAR		
2-6	CVP	No charge
7-11		\$47.29
12 and additional		\$28.37
		\$18.92
(3) Multicast		
per originating Logical Connection	CAMLT	\$113.49 ea

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 ATM Cell Relay Service Network Changes (Cont'd)

2.8.4.1 ATM Cell Relay Service Rates and Charges - AT&T California Territory (Cont'd)

(D) ATM Cell Relay Service Features and Options:

	<u>USOC</u>	<u>Monthly</u>
(1) Constant bit rate (CBR)		
per 1Mbps IAR increment	CACBR	\$28.37ea
per 64Kbps IAR increment	CACBK	\$9.46ea
(2) Variable bit rate		
per 1Mbps IAR increment	CAVBR	no charge
per 64Kbps IAR increment	CAVBK	no charge
(3) Maximum Burst Size per IAR		
Charge for maximum burst size of 32 cells	CAMS1	no charge
Charge for maximum burst size of 100 cells	CAMS2	\$94.58ea
Charge for maximum burst size of 200 cells	CAMS3	\$189.16ea

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 ATM Cell Relay Service Network Changes (Cont'd)

2.8.4.1 ATM Cell Relay Service Rates and Charges - AT&T California Territory (Cont'd)

(D) ATM Cell Relay Service Features and Options: (Cont'd)

	<u>USOC</u>	<u>Monthly</u>	<u>Nonrecurring</u>
(4) Customer Network Information			
per IAR	CACNM	\$94.58	\$94.58ea
(5) FR/ATM SI			
- DS1	FRATM		
1 -10 PVCs		\$33.10	\$50.00*
11-20 PVCs		\$18.92	\$50.00*
21+ PVCs		\$ 9.46	\$50.00*
- DS3/OC3	FRAT3		
1-100 PVCs		\$ 9.46	\$50.00*
101+ PVCs		\$ 4.73	\$50.00*
(6) Network Changes for			
per circuit			
(a) Change not affecting the IAR/physical interface:	ATMC1		\$47.29

\* Nonrecurring charge is only applicable when a customer currently has FRS or ATM/Cell Relay Services. It will not be charged when ordered on new installations of FRS or ATM.



**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 ATM Cell Relay Service Network Changes (Cont'd)

2.8.4.2 ATM Cell Relay Service Rates and Charges - GTE, Roseville, Citizens Territory

A. MONTHLY RATES AND NONRECURRING CHARGES

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. GI per interface			
DS1 1-384 Kbps	UG6AA	\$600.00	1,200.00
DS1 385-768 Kbps	UG6AB	600.00	1,200.00
DS1 769 Kbps-1.5Mbps	UG6AC	600.00	1,200.00
DS3 1-20 Mbps	UG6BD	2,700.00	3,000.00
DS3 21-40 Mbps	UG6BE	3,300.00	3,000.00
OC-3c 21-50 Mbps	UG6CF	3,900.00	3,000.00
OC-3c 51-100 Mbps	UG6CG	4,200.00	3,000.00
OC-3c 101-148 Mbps	UG6CH	4,600.00	3,000.00

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 ATM Cell Relay Service Network Changes (Cont'd)

2.8.4.2 ATM Cell Relay Service Rates and Charges - GTE, Roseville, Citizens Territory (Cont'd)

A. MONTHLY RATES AND NONRECURRING CHARGES (Cont'd)

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
2. NGI per interface			
DS1 1.5 Mbps	NG1AJ	\$1,300.00	\$1,200.00
DS3 40 Mbps	NG1AK	3,500.00	3,000.00
OC-3c 148 Mbps	NG1CL	4,900.00	3,000.00
3. PVC Each Additional			
VCC	VC4	15.00	50.00 <sup>/1/</sup>
VPC	VP9	30.00	50.00 <sup>/1/</sup>
4. Per PVC Increment			
DS1	BTRCX	10.00 <sup>/2/</sup>	NO
DS3	BTRC3	15.00 <sup>/3/</sup>	NO
OC-3c	BTRC3	15.00 <sup>/3/</sup>	NO

/1/ The first PVC is included in the charge for GI and NGI elements.

/2/ Charge per increments of 64 Kbps

/3/ Charge per increments of 1 Mbps

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 ATM Cell Relay Service Network Changes (Cont'd)

2.8.4.2 ATM Cell Relay Service Rates and Charges - GTE, Roseville, Citizens Territory (Cont'd)

B. TERM PRICING PLAN (TPP)

	<u>USOC</u>	<u>3 Year Term Rate</u>	<u>Nonrecurring Charge</u>
1. GI per interface			
DS1 1-384 Kbps	UG6KA	500.00	600.00
DS1 385-768 Kbps	UG6KB	500.00	600.00
DS1 769 Kbps-1.5Mbps	UG6KC	500.00	600.00
DS3 1-20 Mbps	UG6MD	2,400.00	1,500.00
DS3 21-40 Mbps	UG6ME	2,700.00	1,500.00
OC-3c 21-50 Mbps	UG6RF	3,500.00	1,500.00
OC-3c 51-100 Mbps	UG6RG	3,800.00	1,500.00
OC-3c 101-148 Mbps	UG6RH	4,100.00	1,500.00
2. NGI per interface			
DS1 1.5 Mbps	NG1KJ	1,150.00	600.00
DS3 40 Mbps	NG1MK	3,000.00	1,500.00
OC-3c 148 Mbps	NG1RL	4,500.00	1,500.00

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 ATM Cell Relay Service Network Changes (Cont'd)

2.8.4.2 ATM Cell Relay Service Rates and Charges - GTE, Roseville, Citizens Territory (Cont'd)

B. TERM PRICING PLAN (TPP) (Cont'd)

	<u>USOC</u>	<u>5 Year Term Rate</u>	<u>Nonrecurring<sup>/1/</sup> Charge</u>
1. GI per interface			
DS1 1-384 Kbps	UG6LA	400.00	NO
DS1 385-768 Kbps	UG6LB	400.00	NO
DS1 769 Kbps-1.5Mbps	UG6LC	400.00	NO
DS3 1-20 Mbps	UG6ND	2,000.00	NO
DS3 21-40 Mbps	UG6NE	2,200.00	NO
OC-3c 21-50 Mbps	UG6QF	2,900.00	NO
OC-3c 51-100 Mbps	UG6QG	3,200.00	NO
OC-3c 101-148 Mbps	UG6QH	3,500.00	NO
2. NGI per interface			
DS1 1.5 Mbps	NG1LJ	900.00	NO
DS3 40 Mbps	NG1NK	2,500.00	NO
OC-3c 148 Mbps	NG1QL	3,900.00	NO

/1/ Nonrecurring charges are waived to customers who subscribe to a 5 year Term Pricing Plan (TPP).

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 ATM Cell Relay Service Network Changes (Cont'd)

2.8.4.2 ATM Cell Relay Service Rates and Charges - GTE, Roseville, Citizens Territory (Cont'd)

C. FEATURES AND OPTIONS

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Network Change Charge for Existing Service			
a. per circuit	REAKF	NO	\$125.00

2. ADVANCED SERVICES (Cont'd)

SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)

2.8.4 Frame Relay Service Network Changes (Cont'd)

2.8.4.3 Frame Relay Service (FRS)

AT&T California Territory

(A) Rates and Charges

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(1) FRS User to Network Interface (UNI) Port - per Port			
UNI (ADN):			
56 Kbps	FC56K	\$136.59	\$354.67
UNI (DS1):			
128 Kbps	FC128	\$227.06	\$354.67
384 Kbps	FC384	\$378.32	\$354.67
1.536 Mbps	FC154	\$537.06	\$354.67
UNI (DS3):			
37 Mbps	FC37M	\$4539.79	\$1418.69
(2) FRS Network to Network Interface (NNI) Port - per Port			
NNI (DS1):			
1.536 Mbps	CPNN1	\$472.90	\$354.67
NNI (DS3):			
37 Mbps	CPNN6	\$4539.79	\$1418.69

2. ADVANCED SERVICES (Cont'd)

SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)

2.8.4 Frame Relay Service Network Changes (Cont'd)

2.8.4.3 Frame Relay Service (FRS) (Cont'd)

AT&T California Territory (Cont'd)

(A) Rates and Charges (Cont'd)

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(3) Data Link Connection Identifier (DLCI)			
(a) per DLCI - per port			
1	RELAC	None	
2-6 each	RELAC	\$14.19	
7-11 each	RELAC	9.46	
12 and each additional	RELAC	4.73	
(4) FRS Options			
(a) Traffic Detail	FCTDL	14.19	\$47.29
(b) Multicast			
- per PVC (originating)	FMLTC	45.00	50.00
- per PVC (end points)	FMLT2	None	None
(c) FR/ATM SI			
- (DS1)	FRATM		
1-10 PVCs		\$50.00*	\$33.10
11-20 PVCs		50.00*	\$18.92
21+ PVCs		50.00*	\$ 9.46
-(DS3/OC3)	FRAT3		
1-100 PVCs		50.00*	\$ 9.46
101+ PVCs		50.00*	\$ 4.73

\* Nonrecurring charge is only applicable when a customer currently has FRS or ATM/Cell Relay Services. It will not be charged when ordered on new installations of FRS or ATM.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 Frame Relay Service Network Changes (Cont'd)

2.8.4.3 Frame Relay Service (FRS) (Cont'd)

AT&T California Territory (Cont'd)

(A) Rates and Charges (Cont'd)

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(5) Change Charges			
(a) Network Adds or Changes			
Change Port Speed Or Add/rearrange/chang DLCI	NWCFC	None	\$47.29



**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 Frame Relay Service Network Changes (Cont'd)

2.8.4.3 Frame Relay Service (FRS) (Cont'd)

GTE, Roseville, Citizens Territory

	<u>Installation Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>
<b>B. FRS ACCESS PORT TERMINATION - PER PORT (includes first DLCI)</b>			
56 Kbps	\$375.00	136.59	FR56K
128 Kbps	375.00	227.06	FR8
384 Kbps	375.00	400.00	FR384
1.536 Mbps	375.00	537.06	FR154
<b>C. DLCI - PER PORT, RATE FOR EACH DLCI</b>			
1	None	None	RELAY
2-6	None	15.00	RELAY
7-11	None	10.00	RELAY
12 and above	None	5.00	RELAY
<b>D. OPTIONAL FEATURE</b>			
Traffic Detail	50.00	15.00	FRTDL

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.8 – BROADBAND FAST PACKET SERVICES (Cont'd)**

2.8.4 Frame Relay Service Network Changes (Cont'd)

2.8.4.3 Frame Relay Service (FRS) (Cont'd)

GTE, Roseville, Citizens Territory

	<u>USOC</u>	<u>Monthly Rate</u>
G. DATA LINK CONNECTION IDENTIFIER (DLCI)		
a. per DLCI		
- per port		
1 RELAC	None	
2-6 each	RELAC	\$15.00
7-11 each	RELAC	10.00
12 and additional each	RELAC	5.00

H. FRS OPTIONS

	<u>USOC</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Traffic Detail	FCTDL	\$15.00	\$50.00
2. Network Adds or Changes			
	<u>USOC</u>		
Change Port Speed or Add/rearrange/change	NWCFC	50.00 <sup>1</sup>	
	DLCI		

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES

2.9.1 General

Broadband Fast Packet Services provide high speed connectivity over a wide geographic area. Fast Packet services use digital transmission facilities and switching technology to provide high speed information transfers for users with large bandwidth requirements.

Broadband Fast Packet technology divides data into blocks (packets) with fixed maximum lengths. These packets are transported through the Company's network. Each packet contains the necessary information to ensure accurate data transfer to destination.

Service is provided from the Company's network and may terminate at a customer premises located within AT&T California territory at rates and charges specified elsewhere in this schedule.

Effective September 30, 2011, PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) and PremierSERV<sup>SM</sup> Frame Relay services defined in this section will no longer be available to new customers. Existing term plan customers PremierSERV<sup>SM</sup> Frame Relay service and PremierSERV<sup>SM</sup> ATM service may add, move, remove or change lines and/or locations for the duration of their current term plan agreement, but may not enter into any new term plan agreements except a new 12 month term for service additions as permitted above. The Company will support one extension of an existing non-expired term plan agreement (other than a new term plan for service additions as provided above) past its current term for twelve (12) months, provided the extension is signed on or before June 30, 2013, and the extension period expires no later than June 30, 2014. Upon expiration of the extension and for existing customers who do not extend an existing non-expired term plan agreement, service will continue on a month-to-month basis at the same rates in effect for such service immediately prior to such expiration, until the service is discontinued on at least 30 days prior notice by the customer or on at least 30 days notice (or such longer period as may be required by the Commission) by the Company. During such month-to-month period, the Company may change the rates, terms and conditions applicable to the customer's service upon at least 30 days written notice to the customer. Effective September 30, 2011, early termination charges shall not apply to any PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) and PremierSERV<sup>SM</sup> Frame Relay services defined in this Guidebook.

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2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service

2.9.2.1 Service Description

Effective September 30, 2011, PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) service defined in this section of these Terms and Conditions will no longer be available to new customers. Existing term plan customers of PremierSERV<sup>SM</sup> ATM Service may add, move, remove or change lines and/or locations in accordance with the terms and conditions of their current term plan agreement for the duration of their current term plan agreement, but may not enter into any new term plan agreements except a new 12 month term for service additions as permitted above. The Company will support one extension of an existing non-expired term plan agreement (other than a new term plan for service additions as provided above) past its current term for twelve (12) months, provided the extension is signed on or before June 30, 2013, and the extension period expires no later than June 30, 2014. Upon expiration of the extension and for existing customers who do not extend an existing non-expired term plan agreement, service will continue on a month-to-month basis at the same rates in effect for such service immediately prior to such expiration, until the service is discontinued on at least 30 days prior notice by the customer or on at least 30 days notice (or such longer period as may be required by the Commission) by the Company.

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During such month-to-month period, the Company may change the rates, terms and conditions applicable to the customer's service upon at least 30 days written notice to the customer. Effective September 30, 2011, early termination charges shall not apply to any PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) service defined in this Guidebook.

PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service is a fast packet, cell-based technology that can support data and video applications requiring high bandwidth, high performance transport and switching. ATM Service will allow customers who have requirements for high-speed connectivity to interconnect their multiple locations. ATM offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of Services.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

## 2.9.2.2 Service Components

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections, term plan and features selected.

## (A) User Network Interface (UNI) Port and Access

UNI Port and Access connects the customer to the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port and Access is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3c speeds. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

UNI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, customers purchasing UNI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

## (B) User Network Interface (UNI) Port and Access

UNI Port Only provides the customer a port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port Only is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3. When UNI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

## 2.9.2.2 Service Components (Cont'd)

## (C) Inverse Multiplexing over ATM (IMA) UNI Port and Access

IMA UNI Port and Access provides inverse multiplexing of an ATM cell stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. IMA UNI Port and Access is based upon the standards defined UNI signaling protocol.

## (D) Inverse Multiplexing over ATM (IMA) UNI Port Only

IMA UNI Port Only provides the customer an IMA port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. When IMA UNI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. IMA UNI Port Only is provided over two (2) to eight (8) physical DS1s.

## (E) Broadband ISDN Inter-Carrier Interface (B-ICI) Port and Access

B-ICI Port and Access connects the customer to the Company's ATM network, based upon the standards defined B-ICI signaling protocol. B-ICI Port and Access allows customer networks to interconnect to the Company ATM network. B-ICI Port and Access is available at DS1, DS3, OC-3c and OC-12c speeds. Each B-ICI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

B-ICI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, customers purchasing B-ICI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

## 2.9.2.2 Service Components (Cont'd)

## (F) Broadband ISDN Inter-Carrier Interface (B-ICI) Port Only

B-ICI Port Only provides the customer a port connection into the Company's ATM network based upon the standards defined B-ICI signaling protocol. B-ICI Port Only is available at DS1, DS3, OC-3c and OC-12c speeds. When B-ICI Port Only is selected, it is the customer's responsibility to obtain access to Company's ATM network. Each B-ICI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

## (G) Circuit Emulation Service (CES) Port Only

CES Port Only provides the customer a Time Division Multiplexing (TDM) port connection into the Company's ATM network. CES Port Only provides the capability of directly connecting a TDM interface carrying constant bit rate (CBR) traffic over ATM networks. It is the customer's responsibility to obtain the TDM transport component of the service to the public switched telephone network. CES Port Only is to be used in conjunction with CES VCCs.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

## 2.9.2.2 Service Components (Cont'd)

## (H) Permanent Virtual Circuits (PVCs)

PVCs are logical connections between ports that allow data to be sent from one customer location to another. PVCs do not engage capacity when idle, allowing the available capacity to be allocated to other active PVCs that are in need of additional bandwidth. With the exception of Multicasting VCCs, PVCs are duplex (two-way).

When placing an order for Service, customer must specify the following for each PVC:

- PVC Connection Type;
- Traffic Parameter;
- VCC/VPC Type; and
- Quality of Service.

PVCs purchased from this Section of ATM Service must have at least one associated Port purchased from this Section as well.

## (1) PVC Connection Types

## (a) ATM to ATM

ATM to ATM connects two ATM customer locations.

## (b) Frame Relay to ATM Service (FRATM)

FRATM connects two customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks.



**2. ADVANCED SERVICES (Cont'd)****SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

## 2.9.2.2 Service Components (Cont'd)

## (H) Permanent Virtual Circuits (PVCs) (Cont'd)

## (2) Traffic Parameters

The customer must choose the traffic parameters available for each PVC selected. Traffic parameters represent priorities given to cell transmissions, sensitivity of cells to delay variation and loss within the network. Traffic Shaping is a flow control functionality that must be enabled on the customer premises equipment to ensure the customer's data traffic transmission rate does not violate the customer's chosen traffic parameters.

## (a) Peak Information Rate (PIR)

The PIR designates an upper limit that the traffic information rate may not exceed. PIR is expressed in Kbps or Mbps. Traffic that exceeds the PIR value will be discarded from the network for all Quality of Service types.

## (b) Sustainable Information Rate (SIR)

The Sustainable Information Rate (SIR) specifies the "average" traffic rate that is transmitted and received. SIR is expressed in Kbps or Mbps.

## (c) Maximum Burst Size (MBS)

MBS specifies the maximum number of cells per second (cps) that can be transmitted at the PIR. The MBS default is 32cps.

## (3) PVC Types

## (a) Virtual Channel Connection (VCC)

Logical connection between one ATM switch port and another switch port. The VCC allows exchange of information in the form of fixed cells at variable rates. Company configures and maintains the individual VCCs within the ATM connection.

## (b) Virtual Path Connection (VPC)

A group of logical connections between one ATM switch port and another ATM switch port. A VPC connection is typically used to route multiple customer defined VCCs as a group. It is the responsibility of the customer to configure and maintain the individual VCCs within a VPC connection.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

## 2.9.2.2 Service Components (Cont'd)

## (H) Permanent Virtual Circuits (PVCs) (Cont'd)

## (4) VCC/VPC Types

## (a) Standard VCC/VPC

Standard VCCs/VPCs are utilized in typical ATM networks to provide logical connections between two ports.

## (b) Circuit Emulation Service (CES) VCC

CES VCCs provide logical connection between a CES port and another ATM port. CES VCC is to be used in conjunction with CES Port Only. CES VCCs are always provisioned with CBR Quality of Service and a PIR traffic parameter of 1.755 Mbps. A CES DS1 VCC cannot be provisioned to an ATM DS1 UNI Port.

## (c) Frame Relay to ATM Service (FRATM) VCC

A FRATM VCC is established to connect two customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks. The FRATM VCC is provisioned with either of the following Quality of Service options:

- VBR-nrt Quality of Service on the ATM portion, and Standard Quality of Service on the Frame Relay portion;
- VBR-rt Quality of Service on the ATM portion of the service and Priority Quality of Service on the Frame Relay portion.

A FRATM VCC with the VBR-nrt Standard option is priced based upon the ATM SIR value selected. A FRATM VCC with the VBR-rt/Priority option is priced based upon the ATM PIR value selected.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

## 2.9.2.2 Service Components (Cont'd)

## (H) Permanent Virtual Circuits (PVCs) (Cont'd)

## (4) VCC/VPC Types (Cont'd)

## (d) Disaster Recovery VCC/VPC

Disaster Recovery VCCs/VPCs allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery location) should a non-recoverable disaster occur at the primary host location. The disaster recovery location must also be served by an active, Company provided ATM/Frame Relay Port.

Disaster Recovery VCCs/VPCs are provisioned based upon an initial order from the customer and pre-configured in the ATM switch, but set to a disabled mode. Customer must initiate VCC activation with Company and necessary third party vendors

## (e) Alternate Routing VCC/VPC

Alternate Routing VCCs/VPCs provide a logical connection to an alternate host location processor/server in the event of an outage at the primary location. Alternate Routing VCCs/VPCs are to be utilized in the event of an outage at the primary location only, not day-to-day use. Alternate Routing VCC/VPCs are provisioned based upon an initial order from the customer and available at all times. The remote customer location is provisioned with two active VCCs/VPCs, one end to the primary customer location and one end to the backup customer location.

## (f) Multicasting VCC

Multicasting VCCs are used to communicate uni-directionally from one location to many locations. It allows customer premises equipment to send cells into the Company ATM network over a specially designated Multicast VCC. The cells are replicated and sent across various VCCs defined on the same port as the Multicast VCC. Multicast VCCs are used in conjunction with the VBR-nrt Quality of Service and SIR traffic parameter.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

## 2.9.2.2 Service Components (Cont'd)

## (H) Permanent Virtual Circuits (PVCs) (Cont'd)

## (5) Quality of Service (QoS)

The PVC Quality of Service required is based upon the traffic parameter selected.

## (a) Constant Bit Rate (CBR)

CBR supports the transmission of a continuous flow of user information required to support applications where variable delays in transmission could negatively impact the streaming information content. CBR is the highest priority traffic on the network. Examples of applications requiring CBR are video and data streaming. When choosing CBR, customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) Traffic Parameters. The PIR is used to determine the price.

## (b) Variable Bit Rate - real time (VBR-rt)

VBR-rt supports traffic transmission levels for applications where the PVC requires low cell deviation. Such applications could include variable bit rate video compression and packet voice and video, which are somewhat tolerant of delay. When choosing VBR-rt, customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) traffic parameters. The PIR is used to determine the price.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

## 2.9.2.2 Service Components (Cont'd)

## (H) Permanent Virtual Circuits (PVCs) (Cont'd)

## (5) Quality of Service (QoS) (Cont'd)

## (c) Variable Bit Rate - non real time (VBR-nrt)

VBR-nrt supports traffic transmission levels for applications where the PVC can tolerate larger cell delay variation than VBR-rt. Such applications could include data file transfers. When choosing VBR-nrt, customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) traffic parameters. The SIR is used to determine the price.

## (d) Unspecified Bit Rate (UBR)

UBR supports the transmission of a continuous bit stream of traffic for delay-tolerant applications such as data file transfers. When choosing UBR, customer must specify the Peak Information Rate (PIR) traffic parameter. The PIR value cannot be greater than the port speed. Customers wishing to oversubscribe may purchase additional UBR connections.

## (e) Unspecified Bit Rate (UBR) for Remote LAN Service

When using ATM connectivity for Remote LAN Service, the PIR value must equal the corresponding port speed for port speeds up to DS3 interface. Port speeds above DS3 will require DS3 VPCs. ATM subrate port speeds cannot be purchased for use with Remote LAN Service.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges - Tables

UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5Mbps	\$2,165 (I)	NA	\$2,079 (I)	\$600	\$1,659	\$600	\$1,310	\$0	\$790	\$0
Subrate DS3	20Mbps	\$8,337 (I)	NA	\$7,434 (I)	\$1,250	\$5,507	\$1,250	\$3,965	\$0	\$2,318	\$0
DS3	40Mbps	\$11,655 (I)	NA	\$10,719 (I)	\$1,250	\$7,940	\$1,250	\$5,715	\$0	\$3,340	\$0
Subrate OC-3c	50Mbps	\$11,820 (I)	NA	\$11,199 (I)	\$1,500	\$8,820	\$1,500	\$6,754	\$0	\$4,664	\$0
Subrate OC-3c	100Mbps	\$13,485 (I)	NA	\$12,864 (I)	\$1,500	\$9,911	\$1,500	\$7,996	\$0	\$5,362	\$0
OC-3c	149Mbps	\$14,614 (I)	NA	\$13,635 (I)	\$1,500	\$10,851	\$1,500	\$8,655	\$0	\$5,735	\$0
OC-12c	599Mbps	\$27,056 (I)	NA	\$25,246 (I)	\$1,500	\$20,088	\$1,500	\$16,023	\$0	\$11,126	\$0

IMA UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
2 DS1s	3.0Mbps	\$3,734 (I)	NA	\$3,366 (I)	\$1,200	\$2,686	\$1,200	\$2,117	\$0	\$1,278	\$0
3 DS1s	4.5Mbps	\$4,145 (I)	NA	\$3,844 (I)	\$1,200	\$3,068	\$1,200	\$2,420	\$0	\$1,461	\$0
4 DS1s	6.0Mbps	\$4,880 (I)	NA	\$4,324 (I)	\$1,200	\$3,454	\$1,200	\$2,722	\$0	\$1,644	\$0
5 DS1s	7.6Mbps	\$5,476 (I)	NA	\$4,899 (I)	\$1,200	\$3,910	\$1,200	\$3,086	\$0	\$1,863	\$0
6 DS1s	9.1Mbps	\$6,081 (I)	NA	\$5,475 (I)	\$1,200	\$4,371	\$1,200	\$3,448	\$0	\$2,082	\$0
7 DS1s	10.6Mbps	\$6,677 (I)	NA	\$6,048 (I)	\$1,200	\$4,830	\$1,200	\$3,812	\$0	\$2,302	\$0
8 DS1s	12.1Mbps	\$7,661 (I)	NA	\$7,006 (I)	\$1,200	\$5,369	\$1,200	\$4,234	\$0	\$2,675	\$0

B-ICI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5Mbps	\$5,262 (I)	NA	\$4,629 (I)	\$600	\$3,330	\$600	\$2,332	\$0	\$1,310	\$0
DS3	40Mbps	\$11,772 (I)	NA	\$10,824 (I)	\$1,250	\$8,006	\$1,250	\$5,850	\$0	\$3,492	\$0
OC-3c	149Mbps	\$15,177 (I)	NA	\$14,271 (I)	\$1,500	\$11,420	\$1,500	\$9,155	\$0	\$6,104	\$0
OC-12c	599Mbps	\$28,700 (I)	NA	\$26,892 (I)	\$1,500	\$21,460	\$1,500	\$17,164	\$0	\$11,412	\$0

\* Effective March 19, 2010, 5 year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges - Tables

UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5Mbps	\$2,598 (I)	NA	\$2,079	\$600	\$1,659	\$600	\$1,310	\$0	\$790	\$0
Subrate DS3	20Mbps	\$10,005 (I)	NA	\$7,434	\$1,250	\$5,507	\$1,250	\$3,965	\$0	\$2,318	\$0
DS3	40Mbps	\$13,986 (I)	NA	\$10,719	\$1,250	\$7,940	\$1,250	\$5,715	\$0	\$3,340	\$0
Subrate OC-3c	50Mbps	\$14,184 (I)	NA	\$11,199	\$1,500	\$8,820	\$1,500	\$6,754	\$0	\$4,664	\$0
Subrate OC-3c	100Mbps	\$16,182 (I)	NA	\$12,864	\$1,500	\$9,911	\$1,500	\$7,996	\$0	\$5,362	\$0
OC-3c	149Mbps	\$17,537 (I)	NA	\$13,635	\$1,500	\$10,851	\$1,500	\$8,655	\$0	\$5,735	\$0
OC-12c	599Mbps	\$32,468 (I)	NA	\$25,246	\$1,500	\$20,088	\$1,500	\$16,023	\$0	\$11,126	\$0

IMA UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
2 DS1s	3.0Mbps	\$4,481 (I)	NA	\$3,366	\$1,200	\$2,686	\$1,200	\$2,117	\$0	\$1,278	\$0
3 DS1s	4.5Mbps	\$4,974 (I)	NA	\$3,844	\$1,200	\$3,068	\$1,200	\$2,420	\$0	\$1,461	\$0
4 DS1s	6.0Mbps	\$5,856 (I)	NA	\$4,324	\$1,200	\$3,454	\$1,200	\$2,722	\$0	\$1,644	\$0
5 DS1s	7.6Mbps	\$6,572 (I)	NA	\$4,899	\$1,200	\$3,910	\$1,200	\$3,086	\$0	\$1,863	\$0
6 DS1s	9.1Mbps	\$7,298 (I)	NA	\$5,475	\$1,200	\$4,371	\$1,200	\$3,448	\$0	\$2,082	\$0
7 DS1s	10.6Mbps	\$8,013 (I)	NA	\$6,048	\$1,200	\$4,830	\$1,200	\$3,812	\$0	\$2,302	\$0
8 DS1s	12.1Mbps	\$9,194 (I)	NA	\$7,006	\$1,200	\$5,369	\$1,200	\$4,234	\$0	\$2,675	\$0

B-ICI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5Mbps	\$6,315 (I)	NA	\$4,629	\$600	\$3,330	\$600	\$2,332	\$0	\$1,310	\$0
DS3	40Mbps	\$14,127 (I)	NA	\$10,824	\$1,250	\$8,006	\$1,250	\$5,850	\$0	\$3,492	\$0
OC-3c	149Mbps	\$18,213 (I)	NA	\$14,271	\$1,500	\$11,420	\$1,500	\$9,155	\$0	\$6,104	\$0
OC-12c	599Mbps	\$34,440 (I)	NA	\$26,892	\$1,500	\$21,460	\$1,500	\$17,164	\$0	\$11,412	\$0

\* Effective March 19, 2010, 5 year terms are not available to new customers.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

CES Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5Mbps	\$2,185 (I)	NA	\$2,099 (I)	\$850	\$1,679	\$850	\$1,330	\$0	\$810	\$0

\* Effective March 19, 2010, 5 Year terms are not available to new customers.



**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

CES Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5Mbps	\$2,622 (I)	NA	\$2,099	\$850	\$1,679	\$850	\$1,330	\$0	\$810	\$0

\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NR C	Monthly	NRC	Monthly	NRC	Monthly	NR C	Monthly	NR C
DS1 Port	1.5Mbps	\$2,165 (I)	NA	\$2,079 (I)	\$600	\$1,659	\$600	\$1,310	\$0	\$790	\$0
Access	1.5Mbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total DS1 Port and Access	1.5Mbps	\$2,413 (I)	NA	\$2,306 (I)	\$1,000	\$1,877	\$1,000	\$1,518	\$0	\$994	\$0
Subrate DS3 Port	20Mbps	\$8,337 (I)	NA	\$7,434 (I)	\$1,250	\$5,507	\$1,250	\$3,965	\$0	\$2,318	\$0
Access	20Mbps	\$2,736	NA	\$2,585	\$1,250	\$2,437	\$1,250	\$1,985	\$0	\$1,671	\$0
Total Subrate DS3 Port and Access	20Mbps	\$11,073 (I)	NA	\$10,019 (I)	\$2,500	\$7,944	\$2,500	\$5,950	\$0	\$3,989	\$0
DS3 Port	40Mbps	\$11,655 (I)	NA	\$10,719 (I)	\$1,250	\$7,940	\$1,250	\$5,715	\$0	\$3,340	\$0
Access	40Mbps	\$2,736	NA	\$2,585	\$1,250	\$2,437	\$1,250	\$1,985	\$0	\$1,671	\$0
Total DS3 Port and Access	40Mbps	\$14,391 (I)	NA	\$13,304 (I)	\$2,500	\$10,377	\$2,500	\$7,700	\$0	\$5,011	\$0
Subrate OC-3c Port	50Mbps	\$11,820 (I)	NA	\$11,199 (I)	\$1,500	\$8,820	\$1,500	\$6,754	\$0	\$4,664	\$0
Access	50Mbps	\$2,867	NA	\$2,839	\$3,000	\$2,675	\$3,000	\$2,179	\$0	\$1,946	\$0
Total Subrate OC-3c Port and Access	50Mbps	\$14,687 (I)	NA	\$14,038 (I)	\$4,500	\$11,495	\$4,500	\$8,933	\$0	\$6,610	\$0
Subrate OC-3c Port	50Mbps	\$11,820 (I)	NA	\$11,199 (I)	\$1,500	\$8,820	\$1,500	\$6,754	\$0	\$4,664	\$0
Access (Protected)	50Mbps	\$3,867	NA	\$3,839	\$3,000	\$3,675	\$3,000	\$3,179	\$0	\$2,946	\$0
Total Subrate OC-3c Port and Access (Protected)	50Mbps	\$15,687 (I)	NA	\$15,038 (I)	\$4,500	\$12,495	\$4,500	\$9,933	\$0	\$7,610	\$0
Subrate OC-3c Port	100Mbps	\$13,485 (I)	NA	\$12,864 (I)	\$1,500	\$9,911	\$1,500	\$7,996	\$0	\$5,362	\$0
Access	100Mbps	\$2,867	NA	\$2,839	\$3,000	\$2,675	\$3,000	\$2,179	\$0	\$1,946	\$0
Total OC-3c Port and Access	100Mbps	\$16,352 (I)	NA	\$15,703 (I)	\$4,500	\$12,586	\$4,500	\$10,175	\$0	\$7,308	\$0
Subrate OC-3c Port	100Mbps	\$13,485 (I)	NA	\$12,864 (I)	\$1,500	\$9,911	\$1,500	\$7,996	\$0	\$5,362	\$0
Access (Protected)	100Mbps	\$3,867	NA	\$3,839	\$3,000	\$3,675	\$3,000	\$3,179	\$0	\$2,946	\$0
Total OC-3c Port and Access (Protected)	100Mbps	\$17,352 (I)	NA	\$16,703 (I)	\$4,500	\$13,586	\$4,500	\$11,175	\$0	\$8,308	\$0

\*Effective March 19, 2010, 5 year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NR C	Monthly	NRC	Monthly	NRC	Monthly	NR C	Monthly	NR C
DS1 Port	1.5Mbps	\$2,598 (I)	NA	\$2,079	\$600	\$1,659	\$600	\$1,310	\$0	\$790	\$0
Access	1.5Mbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total DS1 Port and Access	1.5Mbps	\$2,846 (I)	NA	\$2,306	\$1,000	\$1,877	\$1,000	\$1,518	\$0	\$994	\$0
Subrate DS3 Port	20Mbps	\$10,005 (I)	NA	\$7,434	\$1,250	\$5,507	\$1,250	\$3,965	\$0	\$2,318	\$0
Access	20Mbps	\$2,736	NA	\$2,585	\$1,250	\$2,437	\$1,250	\$1,985	\$0	\$1,671	\$0
Total Subrate DS3 Port and Access	20Mbps	\$12,741 (I)	NA	\$10,019	\$2,500	\$7,944	\$2,500	\$5,950	\$0	\$3,989	\$0
DS3 Port	40Mbps	\$13,986 (I)	NA	\$10,719	\$1,250	\$7,940	\$1,250	\$5,715	\$0	\$3,340	\$0
Access	40Mbps	\$2,736	NA	\$2,585	\$1,250	\$2,437	\$1,250	\$1,985	\$0	\$1,671	\$0
Total DS3 Port and Access	40Mbps	\$16,722 (I)	NA	\$13,304	\$2,500	\$10,377	\$2,500	\$7,700	\$0	\$5,011	\$0
Subrate OC-3c Port	50Mbps	\$14,184 (I)	NA	\$11,199	\$1,500	\$8,820	\$1,500	\$6,754	\$0	\$4,664	\$0
Access	50Mbps	\$2,867	NA	\$2,839	\$3,000	\$2,675	\$3,000	\$2,179	\$0	\$1,946	\$0
Total Subrate OC-3c Port and Access	50Mbps	\$17,051 (I)	NA	\$14,038	\$4,500	\$11,495	\$4,500	\$8,933	\$0	\$6,610	\$0
Subrate OC-3c Port	50Mbps	\$14,184 (I)	NA	\$11,199	\$1,500	\$8,820	\$1,500	\$6,754	\$0	\$4,664	\$0
Access (Protected)	50Mbps	\$3,867	NA	\$3,839	\$3,000	\$3,675	\$3,000	\$3,179	\$0	\$2,946	\$0
Total Subrate OC-3c Port and Access (Protected)	50Mbps	\$18,051 (I)	NA	\$15,038	\$4,500	\$12,495	\$4,500	\$9,933	\$0	\$7,610	\$0
Subrate OC-3c Port	100Mbps	\$16,182 (I)	NA	\$12,864	\$1,500	\$9,911	\$1,500	\$7,996	\$0	\$5,362	\$0
Access	100Mbps	\$2,867	NA	\$2,839	\$3,000	\$2,675	\$3,000	\$2,179	\$0	\$1,946	\$0
Total OC-3c Port and Access	100Mbps	\$19,049 (I)	NA	\$15,703	\$4,500	\$12,586	\$4,500	\$10,175	\$0	\$7,308	\$0
Subrate OC-3c Port	100Mbps	\$16,182 (I)	NA	\$12,864	\$1,500	\$9,911	\$1,500	\$7,996	\$0	\$5,362	\$0
Access (Protected)	100Mbps	\$3,867	NA	\$3,839	\$3,000	\$3,675	\$3,000	\$3,179	\$0	\$2,946	\$0
Total OC-3c Port and Access (Protected)	100Mbps	\$20,049 (I)	NA	\$16,703	\$4,500	\$13,586	\$4,500	\$11,175	\$0	\$8,308	\$0
*Effective March 19, 2010, 5 year terms are not available to new customers.											

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
OC-3c Port	149Mbps	\$14,614 (I)	NA	\$13,635 (I)	\$1,500	\$10,851	\$1,500	\$8,655	\$0	\$5,735	\$0
Access	149Mbps	\$2,867	NA	\$2,839	\$3,000	\$2,675	\$3,000	\$2,179	\$0	\$1,946	\$0
Total OC-3c Port and Access	149Mbps	\$17,481 (I)	NA	\$16,474 (I)	\$4,500	\$13,526	\$4,500	\$10,834	\$0	\$7,681	\$0
OC-3c Port	149Mbps	\$14,614 (I)	NA	\$13,635 (I)	\$1,500	\$10,851	\$1,500	\$8,655	\$0	\$5,735	\$0
Access (Protected)	149Mbps	\$3,867	NA	\$3,839	\$3,000	\$3,675	\$3,000	\$3,179	\$0	\$2,946	\$0
Total OC-3c Port and Access (Protected)	149Mbps	\$18,481 (I)	NA	\$17,474 (I)	\$4,500	\$14,526	\$4,500	\$11,834	\$0	\$8,681	\$0
OC-12c Port	599Mbps	\$27,056 (I)	NA	\$25,246 (I)	\$1,500	\$20,088	\$1,500	\$16,023	\$0	\$11,126	\$0
Access*	599Mbps	\$5,142	NA	\$4,686	\$6,000	\$4,686	\$6,000	\$3,886	\$0	\$2,962	\$0
Total OC-12c Port and Access	599Mbps	\$32,198 (I)	NA	\$29,932 (I)	\$7,500	\$24,774	\$7,500	\$19,909	\$0	\$14,088	\$0
OC-12c Port	599Mbps	\$27,056 (I)	NA	\$25,246 (I)	\$1,500	\$20,088	\$1,500	\$16,023	\$0	\$11,126	\$0
Access* (Protected)	599Mbps	\$6,142	NA	\$5,686	\$6,000	\$5,686	\$6,000	\$4,886	\$0	\$3,962	\$0
Total OC-12c Port and Access (Protected)	599Mbps	\$33,198 (I)	NA	\$30,932 (I)	\$7,500	\$25,774	\$7,500	\$20,909	\$0	\$15,088	\$0

Note: OC-12c Access rates do not include applicable Interoffice Mileage.

\* Effective March 19, 2010, 5 Year terms are not available to new customers.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
OC-3c Port	149Mbps	\$17,537 (I)	NA	\$13,635	\$1,500	\$10,851	\$1,500	\$8,655	\$0	\$5,735	\$0
Access	149Mbps	\$2,867	NA	\$2,839	\$3,000	\$2,675	\$3,000	\$2,179	\$0	\$1,946	\$0
Total OC-3c Port and Access	149Mbps	\$20,404 (I)	NA	\$16,474	\$4,500	\$13,526	\$4,500	\$10,834	\$0	\$7,681	\$0
OC-3c Port	149Mbps	\$17,537 (I)	NA	\$13,635	\$1,500	\$10,851	\$1,500	\$8,655	\$0	\$5,735	\$0
Access (Protected)	149Mbps	\$3,867	NA	\$3,839	\$3,000	\$3,675	\$3,000	\$3,179	\$0	\$2,946	\$0
Total OC-3c Port and Access (Protected)	149Mbps	\$21,404 (I)	NA	\$17,474	\$4,500	\$14,526	\$4,500	\$11,834	\$0	\$8,681	\$0
OC-12c Port	599Mbps	\$32,468 (I)	NA	\$25,246	\$1,500	\$20,088	\$1,500	\$16,023	\$0	\$11,126	\$0
Access*	599Mbps	\$5,142	NA	\$4,686	\$6,000	\$4,686	\$6,000	\$3,886	\$0	\$2,962	\$0
Total OC-12c Port and Access	599Mbps	\$37,610 (I)	NA	\$29,932	\$7,500	\$24,774	\$7,500	\$19,909	\$0	\$14,088	\$0
OC-12c Port	599Mbps	\$32,468 (I)	NA	\$25,246	\$1,500	\$20,088	\$1,500	\$16,023	\$0	\$11,126	\$0
Access* (Protected)	599Mbps	\$6,142	NA	\$5,686	\$6,000	\$5,686	\$6,000	\$4,886	\$0	\$3,962	\$0
Total OC-12c Port and Access (Protected)	599Mbps	\$38,610 (I)	NA	\$30,932	\$7,500	\$25,774	\$7,500	\$20,909	\$0	\$15,088	\$0

Note: OC-12c Access rates do not include applicable Interoffice Mileage.

\* Effective March 19, 2010, 5 Year terms are not available to new customers.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

IMA UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
2 DS1s Port	3.0Mbps	\$3,734 (I)	NA	\$3,366 (I)	\$1,200	\$2,686	\$1,200	\$2,117	\$0	\$1,278	\$0
Access	3.0Mbps	\$496	NA	\$454	\$800	\$435	\$800	\$416	\$0	\$407	\$0
Total 2 DS1s Port and Access	3.0Mbps	\$4,230 (I)	NA	\$3,820 (I)	\$2,000	\$3,121	\$2,000	\$2,533	\$0	\$1,685	\$0
3 DS1s Port	4.5Mbps	\$4,145 (I)	NA	\$3,844 (I)	\$1,200	\$3,068	\$1,200	\$2,420	\$0	\$1,461	\$0
Access	4.5Mbps	\$744	NA	\$682	\$1,200	\$653	\$1,200	\$625	\$0	\$611	\$0
Total 3 DS1s Port and Access	4.5Mbps	\$4,889 (I)	NA	\$4,526 (I)	\$2,400	\$3,721	\$2,400	\$3,045	\$0	\$2,072	\$0

Note: OC-12c Access rates do not include applicable Interoffice Mileage.

\* Effective March 19, 2010, 5 Year terms are not available to new customers.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

IMA UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
2 DS1s Port	3.0Mbps	\$4,481 (I)	NA	\$3,366	\$1,200	\$2,686	\$1,200	\$2,117	\$0	\$1,278	\$0
Access	3.0Mbps	\$496	NA	\$454	\$800	\$435	\$800	\$416	\$0	\$407	\$0
Total 2 DS1s Port and Access	3.0Mbps	\$4,977 (I)	NA	\$3,820	\$2,000	\$3,121	\$2,000	\$2,533	\$0	\$1,685	\$0
3 DS1s Port	4.5Mbps	\$4,974 (I)	NA	\$3,844	\$1,200	\$3,068	\$1,200	\$2,420	\$0	\$1,461	\$0
Access	4.5Mbps	\$744	NA	\$682	\$1,200	\$653	\$1,200	\$625	\$0	\$611	\$0
Total 3 DS1s Port and Access	4.5Mbps	\$5,718 (I)	NA	\$4,526	\$2,400	\$3,721	\$2,400	\$3,045	\$0	\$2,072	\$0

Note: OC-12c Access rates do not include applicable Interoffice Mileage.

\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

IMA UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
4 DS1s Port	6.0Mbps	\$4,880 (I)	NA	\$4,324 (I)	\$1,200	\$3,454	\$1,200	\$2,722	\$0	\$1,644	\$0
Access	6.0Mbps	\$992	NA	\$909	\$1,600	\$871	\$1,600	\$833	\$0	\$814	\$0
Total 4 DS1s Port and Access	6.0Mbps	\$5,872 (I)	NA	\$5,233 (I)	\$2,800	\$4,325	\$2,800	\$3,555	\$0	\$2,458	\$0
5 DS1s Port	7.6Mbps	\$5,476 (I)	NA	\$4,899 (I)	\$1,200	\$3,910	\$1,200	\$3,086	\$0	\$1,863	\$0
Access	7.6Mbps	\$1,240	NA	\$1,136	\$2,000	\$1,089	\$2,000	\$1,041	\$0	\$1,018	\$0
Total 5 DS1s Port and Access	7.6Mbps	\$6,716 (I)	NA	\$6,035 (I)	\$3,200	\$4,999	\$3,200	\$4,127	\$0	\$2,881	\$0
6 DS1s Port	9.1Mbps	\$6,081 (I)	NA	\$5,475 (I)	\$1,200	\$4,371	\$1,200	\$3,448	\$0	\$2,082	\$0
Access	9.1Mbps	\$1,487	NA	\$1,363	\$2,400	\$1,306	\$2,400	\$1,249	\$0	\$1,221	\$0
Total 6 DS1s Port and Access	9.1Mbps	\$7,568 (I)	NA	\$6,838 (I)	\$3,600	\$5,677	\$3,600	\$4,697	\$0	\$3,303	\$0
7 DS1s Port	10.6Mbps	\$6,677 (I)	NA	\$6,048 (I)	\$1,200	\$4,830	\$1,200	\$3,812	\$0	\$2,302	\$0
Access	10.6Mbps	\$1,735	NA	\$1,590	\$2,800	\$1,524	\$2,800	\$1,458	\$0	\$1,425	\$0
Total 7 DS1s Port and Access	10.6Mbps	\$8,412 (I)	NA	\$7,638 (I)	\$4,000	\$6,354	\$4,000	\$5,270	\$0	\$3,727	\$0
8 DS1s Port	12.1Mbps	\$7,661 (I)	NA	\$7,006 (I)	\$1,200	\$5,369	\$1,200	\$4,234	\$0	\$2,675	\$0
Access	12.1Mbps	\$1,983	NA	\$1,817	\$3,200	\$1,742	\$3,200	\$1,666	\$0	\$1,628	\$0
Total 8 DS1s Port and Access	12.1Mbps	\$9,644 (I)	NA	\$8,823 (I)	\$4,400	\$7,111	\$4,400	\$5,900	\$0	\$4,303	\$0

Note: OC-12c Access rates do not include applicable Interoffice Mileage.  
\* Effective March 19, 2010, 5 Year terms are not available to new customers.



2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

IMA UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
4 DS1s Port	6.0Mbps	\$5,856 (I)	NA	\$4,324	\$1,200	\$3,454	\$1,200	\$2,722	\$0	\$1,644	\$0
Access	6.0Mbps	\$992	NA	\$909	\$1,600	\$871	\$1,600	\$833	\$0	\$814	\$0
Total 4 DS1s Port and Access	6.0Mbps	\$6,848 (I)	NA	\$5,233	\$2,800	\$4,325	\$2,800	\$3,555	\$0	\$2,458	\$0
5 DS1s Port	7.6Mbps	\$6,572 (I)	NA	\$4,899	\$1,200	\$3,910	\$1,200	\$3,086	\$0	\$1,863	\$0
Access	7.6Mbps	\$1,240	NA	\$1,136	\$2,000	\$1,089	\$2,000	\$1,041	\$0	\$1,018	\$0
Total 5 DS1s Port and Access	7.6Mbps	\$7,812 (I)	NA	\$6,035	\$3,200	\$4,999	\$3,200	\$4,127	\$0	\$2,881	\$0
6 DS1s Port	9.1Mbps	\$7,298 (I)	NA	\$5,475	\$1,200	\$4,371	\$1,200	\$3,448	\$0	\$2,082	\$0
Access	9.1Mbps	\$1,487	NA	\$1,363	\$2,400	\$1,306	\$2,400	\$1,249	\$0	\$1,221	\$0
Total 6 DS1s Port and Access	9.1Mbps	\$8,785 (I)	NA	\$6,838	\$3,600	\$5,677	\$3,600	\$4,697	\$0	\$3,303	\$0
7 DS1s Port	10.6Mbps	\$8,013 (I)	NA	\$6,048	\$1,200	\$4,830	\$1,200	\$3,812	\$0	\$2,302	\$0
Access	10.6Mbps	\$1,735	NA	\$1,590	\$2,800	\$1,524	\$2,800	\$1,458	\$0	\$1,425	\$0
Total 7 DS1s Port and Access	10.6Mbps	\$9,748 (I)	NA	\$7,638	\$4,000	\$6,354	\$4,000	\$5,270	\$0	\$3,727	\$0
8 DS1s Port	12.1Mbps	\$9,194 (I)	NA	\$7,006	\$1,200	\$5,369	\$1,200	\$4,234	\$0	\$2,675	\$0
Access	12.1Mbps	\$1,983	NA	\$1,817	\$3,200	\$1,742	\$3,200	\$1,666	\$0	\$1,628	\$0
Total 8 DS1s Port and Access	12.1Mbps	\$11,177(I)	NA	\$8,823	\$4,400	\$7,111	\$4,400	\$5,900	\$0	\$4,303	\$0

Note: OC-12c Access rates do not include applicable Interoffice Mileage.

\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

B-ICI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 Port	1.5Mbps	\$5,262 (I)	NA	\$4,629 (I)	\$600	\$3,330	\$600	\$2,332	\$0	\$1,310	\$0
Access	1.5Mbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total DS1 Port and Access	1.5Mbps	\$5,510 (I)	NA	\$4,856 (I)	\$1,000	\$3,548	\$1,000	\$2,540	\$0	\$1,514	\$0
DS3 Port	40Mbps	\$11,772 (I)	NA	\$10,824 (I)	\$1,250	\$8,006	\$1,250	\$5,850	\$0	\$3,492	\$0
Access	40Mbps	\$2,736	NA	\$2,585	\$1,250	\$2,437	\$1,250	\$1,985	\$0	\$1,671	\$0
Total DS3 Port and Access	40Mbps	\$14,508 (I)	NA	\$13,409 (I)	\$2,500	\$10,443	\$2,500	\$7,835	\$0	\$5,163	\$0
OC-3c Port	149Mbps	\$15,177 (I)	NA	\$14,271 (I)	\$1,500	\$11,420	\$1,500	\$9,155	\$0	\$6,104	\$0
Access	149Mbps	\$2,867	NA	\$2,839	\$3,000	\$2,675	\$3,000	\$2,179	\$0	\$1,946	\$0
Total OC-3c Port and Access	149Mbps	\$18,044 (I)	NA	\$17,110 (I)	\$4,500	\$14,095	\$4,500	\$11,334	\$0	\$8,050	\$0
OC-3c Port	149Mbps	\$15,177 (I)	NA	\$14,271 (I)	\$1,500	\$11,420	\$1,500	\$9,155	\$0	\$6,104	\$0
Access (Protected)	149Mbps	\$3,867	NA	\$3,839	\$3,000	\$3,675	\$3,000	\$3,179	\$0	\$2,946	\$0
Total OC-3c Port and Access (Protected)	149Mbps	\$19,044 (I)	NA	\$18,110 (I)	\$4,500	\$15,095	\$4,500	\$12,334	\$0	\$9,050	\$0
OC-12c Port	599Mbps	\$28,700 (I)	NA	\$26,892 (I)	\$1,500	\$21,460	\$1,500	\$17,164	\$0	\$11,412	\$0
Access*	599Mbps	\$5,142	NA	\$4,686	\$6,000	\$4,686	\$6,000	\$3,886	\$0	\$2,962	\$0
Total OC-12c Port and Access	599Mbps	\$33,842 (I)	NA	\$31,578 (I)	\$7,500	\$26,146	\$7,500	\$21,050	\$0	\$14,374	\$0
OC-12c Port	599Mbps	\$28,700 (I)	NA	\$26,892 (I)	\$1,500	\$21,460	\$1,500	\$17,164	\$0	\$11,412	\$0
Access* (Protected)	599Mbps	\$6,142	NA	\$5,686	\$6,000	\$5,686	\$6,000	\$4,886	\$0	\$3,962	\$0
Total OC-12c Port and Access (Protected)	599Mbps	\$34,842 (I)	NA	\$32,578 (I)	\$7,500	\$27,146	\$7,500	\$22,050	\$0	\$15,374	\$0
OC-12 Interoffice Mileage		Out of Term		1 Year		2 Year		3 Year		5 Year*	
		Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Fixed		\$3,632	NA	\$3,182	NA	\$3,182	NA	\$2,595	NA	\$2,035	NA
Per Mile		\$775	NA	\$665	NA	\$665	NA	\$563	NA	\$530	NA

Note: OC-12c Access rates do not include applicable Interoffice Mileage.  
\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

B-ICI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 Port	1.5Mbps	\$6,315 (I)	NA	\$4,629	\$600	\$3,330	\$600	\$2,332	\$0	\$1,310	\$0
Access	1.5Mbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total DS1 Port and Access	1.5Mbps	\$6,563 (I)	NA	\$4,856	\$1,000	\$3,548	\$1,000	\$2,540	\$0	\$1,514	\$0
DS3 Port	40Mbps	\$14,127 (I)	NA	\$10,824	\$1,250	\$8,006	\$1,250	\$5,850	\$0	\$3,492	\$0
Access	40Mbps	\$2,736	NA	\$2,585	\$1,250	\$2,437	\$1,250	\$1,985	\$0	\$1,671	\$0
Total DS3 Port and Access	40Mbps	\$16,863 (I)	NA	\$13,409	\$2,500	\$10,443	\$2,500	\$7,835	\$0	\$5,163	\$0
OC-3c Port	149Mbps	\$18,213 (I)	NA	\$14,271	\$1,500	\$11,420	\$1,500	\$9,155	\$0	\$6,104	\$0
Access	149Mbps	\$2,867	NA	\$2,839	\$3,000	\$2,675	\$3,000	\$2,179	\$0	\$1,946	\$0
Total OC-3c Port and Access	149Mbps	\$21,080 (I)	NA	\$17,110	\$4,500	\$14,095	\$4,500	\$11,334	\$0	\$8,050	\$0
OC-3c Port	149Mbps	\$18,213 (I)	NA	\$14,271	\$1,500	\$11,420	\$1,500	\$9,155	\$0	\$6,104	\$0
Access (Protected)	149Mbps	\$3,867	NA	\$3,839	\$3,000	\$3,675	\$3,000	\$3,179	\$0	\$2,946	\$0
Total OC-3c Port and Access (Protected)	149Mbps	\$22,080 (I)	NA	\$18,110	\$4,500	\$15,095	\$4,500	\$12,334	\$0	\$9,050	\$0
OC-12c Port	599Mbps	\$34,440 (I)	NA	\$26,892	\$1,500	\$21,460	\$1,500	\$17,164	\$0	\$11,412	\$0
Access*	599Mbps	\$5,142	NA	\$4,686	\$6,000	\$4,686	\$6,000	\$3,886	\$0	\$2,962	\$0
Total OC-12c Port and Access	599Mbps	\$39,582 (I)	NA	\$31,578	\$7,500	\$26,146	\$7,500	\$21,050	\$0	\$14,374	\$0
OC-12c Port	599Mbps	\$34,440 (I)	NA	\$26,892	\$1,500	\$21,460	\$1,500	\$17,164	\$0	\$11,412	\$0
Access* (Protected)	599Mbps	\$6,142	NA	\$5,686	\$6,000	\$5,686	\$6,000	\$4,886	\$0	\$3,962	\$0
Total OC-12c Port and Access (Protected)	599Mbps	\$40,852 (I)	NA	\$32,578	\$7,500	\$27,146	\$7,500	\$22,050	\$0	\$15,374	\$0
OC-12 Interoffice Mileage		Out of Term		1 Year		2 Year		3 Year		5 Year*	
		Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Fixed		\$3,632	NA	\$3,182	NA	\$3,182	NA	\$2,595	NA	\$2,035	NA
Per Mile		\$775	NA	\$665	NA	\$665	NA	\$563	NA	\$530	NA

Note: OC-12c Access rates do not include applicable Interoffice Mileage.  
\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

Speed	Quality of Service (QoS)								NRC*
	UBR (PIR)		VBR-nrt (SIR)		VBR-rt (PIR)		CBR (PIR)		
	VCC	VPC	VCC	VPC	VCC	VPC	VCC	VPC	
8Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
16Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
32Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
48Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
56Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
64Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
128Kbps	\$3	\$4	\$5	\$6	\$6	\$8	\$7	\$9	\$60
192Kbps	\$5	\$6	\$8	\$9	\$9	\$12	\$10	\$13	\$60
256Kbps	\$7	\$8	\$10	\$13	\$13	\$16	\$13	\$17	\$60
320Kbps	\$8	\$10	\$13	\$16	\$16	\$20	\$17	\$21	\$60
384Kbps	\$10	\$13	\$15	\$19	\$19	\$23	\$20	\$25	\$60
448Kbps	\$12	\$15	\$18	\$22	\$22	\$27	\$23	\$29	\$60
512Kbps	\$13	\$17	\$20	\$25	\$25	\$31	\$27	\$33	\$60
576Kbps	\$15	\$19	\$23	\$28	\$28	\$35	\$30	\$38	\$60
640Kbps	\$17	\$21	\$25	\$31	\$31	\$39	\$33	\$42	\$60
704Kbps	\$18	\$23	\$28	\$34	\$34	\$43	\$37	\$46	\$60
768Kbps	\$20	\$25	\$30	\$38	\$38	\$47	\$40	\$50	\$60
832Kbps	\$22	\$27	\$33	\$41	\$41	\$51	\$43	\$54	\$60
896Kbps	\$23	\$29	\$35	\$44	\$44	\$55	\$47	\$58	\$60
960Kbps	\$25	\$31	\$38	\$47	\$47	\$59	\$50	\$63	\$60
1000Kbp	\$25	\$31	\$50	\$63	\$69	\$86	\$75	\$94	\$60
1024Kbp	\$27	\$33	\$40	\$50	\$50	\$63	\$53	\$67	\$60
1536Kbp	\$40	\$50	\$60	\$75	\$75	\$94	\$80	\$100	\$60
2Mbps	\$30	\$38	\$60	\$75	\$83	\$103	\$90	\$113	\$60
3Mbps	\$35	\$44	\$70	\$88	\$96	\$120	\$105	\$131	\$60
4Mbps	\$40	\$50	\$80	\$100	\$110	\$138	\$120	\$150	\$60
5Mbps	\$45	\$56	\$90	\$113	\$124	\$155	\$135	\$169	\$60
6Mbps	\$50	\$63	\$100	\$125	\$138	\$172	\$150	\$188	\$60
7Mbps	\$55	\$69	\$110	\$138	\$151	\$189	\$165	\$206	\$60
8Mbps	\$60	\$75	\$120	\$150	\$165	\$206	\$180	\$225	\$60
9Mbps	\$65	\$81	\$130	\$163	\$179	\$223	\$195	\$244	\$60
10Mbps	\$70	\$88	\$140	\$175	\$193	\$241	\$210	\$263	\$60

\* Nonrecurring charges are waived for PVCs purchased with customer's initial order for installation of ATM service, and only if customer's associated Port or Port and Access is provided under a three (3) or five (5)\*\* year TPP.

\*\* Effective March 19, 2010, 5 Year terms are not available to new customers.

**2. ADVANCED SERVICES (Cont'd)**  
**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**  
2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)  
2.9.2.3 Rates and Charges – Tables (Cont'd)

Speed	Standard PVCs - Monthly								NRC *
	Quality of Service (QoS)								
	UBR (PIR)		VBR-nrt (SIR)		VBR-rt (PIR)		CBR (PIR)		
	VCC	VPC	VCC	VPC	VCC	VPC	VCC	VPC	
11Mbps	\$75	\$94	\$150	\$188	\$206	\$258	\$225	\$281	\$60
12Mbps	\$80	\$100	\$160	\$200	\$220	\$275	\$240	\$300	\$60
13Mbps	\$85	\$106	\$170	\$213	\$234	\$292	\$255	\$319	\$60
14Mbps	\$90	\$113	\$180	\$225	\$248	\$309	\$270	\$338	\$60
15Mbps	\$95	\$119	\$190	\$238	\$261	\$327	\$285	\$356	\$60
16Mbps	\$100	\$125	\$200	\$250	\$275	\$344	\$300	\$375	\$60
17Mbps	\$105	\$131	\$210	\$263	\$289	\$361	\$315	\$394	\$60
18Mbps	\$110	\$138	\$220	\$275	\$303	\$378	\$330	\$413	\$60
19Mbps	\$115	\$144	\$230	\$288	\$316	\$395	\$345	\$431	\$60
20Mbps	\$120	\$150	\$240	\$300	\$330	\$413	\$360	\$450	\$60
25Mbps	\$125	\$156	\$250	\$313	\$344	\$430	\$375	\$469	\$60
30Mbps	\$150	\$188	\$300	\$375	\$413	\$516	\$450	\$563	\$60
35Mbps	\$175	\$219	\$350	\$438	\$481	\$602	\$525	\$656	\$60
40Mbps	\$200	\$250	\$400	\$500	\$550	\$688	\$600	\$750	\$60
45Mbps	\$205	\$256	\$410	\$513	\$564	\$705	\$615	\$769	\$60
50Mbps	\$207	\$259	\$414	\$517	\$569	\$711	\$621	\$776	\$60
55Mbps	\$228	\$284	\$455	\$569	\$626	\$782	\$683	\$853	\$60
60Mbps	\$248	\$310	\$497	\$621	\$683	\$853	\$745	\$931	\$60
65Mbps	\$269	\$336	\$538	\$672	\$740	\$925	\$807	\$1,009	\$60
70Mbps	\$290	\$362	\$579	\$724	\$797	\$996	\$869	\$1,086	\$60
75Mbps	\$310	\$388	\$621	\$776	\$853	\$1,067	\$931	\$1,164	\$60
80Mbps	\$331	\$414	\$662	\$828	\$910	\$1,138	\$993	\$1,241	\$60
85Mbps	\$352	\$440	\$703	\$879	\$967	\$1,209	\$1,055	\$1,319	\$60
90Mbps	\$372	\$466	\$745	\$931	\$1,024	\$1,280	\$1,117	\$1,397	\$60
95Mbps	\$393	\$491	\$786	\$983	\$1,081	\$1,351	\$1,179	\$1,474	\$60
100Mbps	\$414	\$517	\$828	\$1,034	\$1,138	\$1,422	\$1,241	\$1,552	\$60
105Mbps	\$434	\$543	\$869	\$1,086	\$1,195	\$1,494	\$1,303	\$1,629	\$60
110Mbps	\$455	\$569	\$910	\$1,138	\$1,252	\$1,565	\$1,366	\$1,707	\$60
115Mbps	\$476	\$595	\$952	\$1,190	\$1,309	\$1,636	\$1,428	\$1,784	\$60
120Mbps	\$497	\$621	\$993	\$1,241	\$1,366	\$1,707	\$1,490	\$1,862	\$60
125Mbps	\$517	\$647	\$1,034	\$1,293	\$1,422	\$1,778	\$1,552	\$1,940	\$60
130Mbps	\$538	\$672	\$1,076	\$1,345	\$1,479	\$1,849	\$1,614	\$2,017	\$60
135Mbps	\$559	\$698	\$1,117	\$1,397	\$1,536	\$1,920	\$1,676	\$2,095	\$60
140Mbps	\$579	\$724	\$1,159	\$1,448	\$1,593	\$1,991	\$1,738	\$2,172	\$60
145Mbps	\$600	\$750	\$1,200	\$1,500	\$1,650	\$2,063	\$1,800	\$2,250	\$60

\* Nonrecurring charges are waived for PVCs purchased with customer's initial order for installation of ATM service, and only if customer's associated Port or Port and Access is provided under a three (3) or five (5)\*\* year TPP.

\*\* Effective March 19, 2010, 5 Year terms are not available to new customers.

**2. ADVANCED SERVICES (Cont'd)**  
**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

Speed	FRATM PVCs - Monthly						NRC*
	Standard		Alternate Routing		Disaster Recovery		
	VBR-nrt (SIR)	VBR-rt (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	
	VCC Only	VCC Only	VCC Only	VCC Only	VCC Only	VCC Only	
							Speed
8Kbps	\$4	\$6	\$3	\$5	\$2	\$3	\$60
16Kbps	\$5	\$8	\$4	\$6	\$3	\$4	\$60
32Kbps	\$6	\$9	\$5	\$8	\$3	\$5	\$60
48Kbps	\$7	\$11	\$6	\$9	\$4	\$5	\$60
56Kbps	\$8	\$12	\$7	\$10	\$4	\$6	\$60
64Kbps	\$9	\$14	\$8	\$11	\$5	\$7	\$60
128Kbps	\$10	\$15	\$9	\$13	\$5	\$8	\$60
192Kbps	\$11	\$17	\$9	\$14	\$6	\$8	\$60
256Kbps	\$12	\$18	\$10	\$15	\$6	\$9	\$60
320Kbps	\$13	\$19	\$11	\$16	\$6	\$9	\$60
384Kbps	\$15	\$23	\$13	\$19	\$8	\$11	\$60
448Kbps	\$18	\$26	\$15	\$22	\$9	\$13	\$60
512Kbps	\$20	\$30	\$17	\$26	\$10	\$15	\$60
576Kbps	\$23	\$34	\$19	\$29	\$11	\$17	\$60
640Kbps	\$25	\$38	\$21	\$32	\$13	\$19	\$60
704Kbps	\$28	\$41	\$23	\$35	\$14	\$21	\$60
768Kbps	\$30	\$45	\$26	\$38	\$15	\$23	\$60
832Kbps	\$33	\$49	\$28	\$41	\$16	\$24	\$60
896Kbps	\$35	\$53	\$30	\$45	\$18	\$26	\$60
960Kbps	\$38	\$56	\$32	\$48	\$19	\$28	\$60
1000Kbp	\$50	\$75	\$43	\$64	\$25	\$38	\$60
1024Kbp	\$40	\$60	\$34	\$51	\$20	\$30	\$60
1536Kbp	\$60	\$90	\$51	\$77	\$30	\$45	\$60
2Mbps	\$60	\$90	\$51	\$77	\$30	\$45	\$60
3Mbps	\$70	\$105	\$60	\$89	\$35	\$53	\$60
4Mbps	\$80	\$120	\$68	\$102	\$40	\$60	\$60
5Mbps	\$90	\$135	\$77	\$115	\$45	\$68	\$60
6Mbps	\$100	\$150	\$85	\$128	\$50	\$75	\$60
7Mbps	\$110	\$165	\$94	\$140	\$55	\$83	\$60
8Mbps	\$120	\$180	\$102	\$153	\$60	\$90	\$60
9Mbps	\$130	\$195	\$111	\$166	\$65	\$98	\$60
10Mbps	\$140	\$210	\$119	\$179	\$70	\$105	\$60

\* Nonrecurring charges are waived for PVCs purchased with customer’s initial order for installation of ATM service, and only if customer’s associated Port or Port and Access is provided under a three (3) or five (5)\*\* year TPP.

\*\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

Speed	FRATM PVCs - Monthly						NRC*
	Standard		Alternate Routing		Disaster Recovery		
	VBR-nrt (SIR)	VBR-rt (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	
	VCC Only	VCC Only	VCC Only	VCC Only	VCC Only	VCC Only	
11Mbps	\$150	\$225	\$128	\$191	\$75	\$113	\$60
12Mbps	\$160	\$240	\$136	\$204	\$80	\$120	\$60
13Mbps	\$170	\$255	\$145	\$217	\$85	\$128	\$60
14Mbps	\$180	\$270	\$153	\$230	\$90	\$135	\$60
15Mbps	\$190	\$285	\$162	\$242	\$95	\$143	\$60
16Mbps	\$200	\$300	\$170	\$255	\$100	\$150	\$60
17Mbps	\$210	\$315	\$179	\$268	\$105	\$158	\$60
18Mbps	\$220	\$330	\$187	\$281	\$110	\$165	\$60
19Mbps	\$230	\$345	\$196	\$293	\$115	\$173	\$60
20Mbps	\$240	\$360	\$204	\$306	\$120	\$180	\$60
25Mbps	\$250	\$375	\$213	\$319	\$125	\$188	\$60
30Mbps	\$300	\$450	\$255	\$383	\$150	\$225	\$60
35Mbps	\$350	\$525	\$298	\$446	\$175	\$263	\$60
40Mbps	\$400	\$600	\$340	\$510	\$200	\$300	\$60

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\*\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

Speed	Alternate Routing PVCs - Monthly				Disaster Recovery PVCs - Monthly				NRC*
	Quality of Service				Quality of Service				
	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	
	VCC Only								
8Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
16Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
32Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
48Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
56Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
64Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
128Kbps	\$3	\$4	\$5	\$6	\$2	\$3	\$3	\$4	\$60
192Kbps	\$4	\$6	\$8	\$9	\$3	\$4	\$5	\$5	\$60
256Kbps	\$6	\$9	\$11	\$11	\$3	\$5	\$6	\$7	\$60
320Kbps	\$7	\$11	\$13	\$14	\$4	\$6	\$8	\$8	\$60
384Kbps	\$9	\$13	\$16	\$17	\$5	\$8	\$9	\$10	\$60
448Kbps	\$10	\$15	\$19	\$20	\$6	\$9	\$11	\$12	\$60
512Kbps	\$11	\$17	\$21	\$23	\$7	\$10	\$13	\$13	\$60
576Kbps	\$13	\$19	\$24	\$26	\$8	\$11	\$14	\$15	\$60
640Kbps	\$14	\$21	\$27	\$28	\$8	\$13	\$16	\$17	\$60
704Kbps	\$16	\$23	\$29	\$31	\$9	\$14	\$17	\$18	\$60
768Kbps	\$17	\$26	\$32	\$34	\$10	\$15	\$19	\$20	\$60
832Kbps	\$18	\$28	\$35	\$37	\$11	\$16	\$20	\$22	\$60
896Kbps	\$20	\$30	\$37	\$40	\$12	\$18	\$22	\$23	\$60
960Kbps	\$21	\$32	\$40	\$43	\$13	\$19	\$23	\$25	\$60
1000Kbps	\$21	\$43	\$58	\$64	\$13	\$25	\$34	\$38	\$60
1024Kbps	\$23	\$34	\$43	\$45	\$13	\$20	\$25	\$27	\$60
1536Kbps	\$34	\$51	\$64	\$68	\$20	\$30	\$38	\$40	\$60
2Mbps	\$26	\$51	\$70	\$77	\$15	\$30	\$41	\$45	\$60
3Mbps	\$30	\$60	\$82	\$89	\$18	\$35	\$48	\$53	\$60
4Mbps	\$34	\$68	\$94	\$102	\$20	\$40	\$55	\$60	\$60
5Mbps	\$38	\$77	\$105	\$115	\$23	\$45	\$62	\$68	\$60
6Mbps	\$43	\$85	\$117	\$128	\$25	\$50	\$69	\$75	\$60
7Mbps	\$47	\$94	\$129	\$140	\$28	\$55	\$76	\$83	\$60
8Mbps	\$51	\$102	\$140	\$153	\$30	\$60	\$83	\$90	\$60
9Mbps	\$55	\$111	\$152	\$166	\$33	\$65	\$89	\$98	\$60
10Mbps	\$60	\$119	\$164	\$179	\$35	\$70	\$96	\$105	\$60

\* Nonrecurring charges are waived for PVCs purchased with customer's initial order for installation of ATM service, and only if customer's associated Port or Port and Access is provided under a three (3) or five (5)\*\* year TPP.

\*\* Effective March 19, 2010, 5 Year terms are not available to new customers.



**2. ADVANCED SERVICES (Cont'd)**  
**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**  
 2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)  
 2.9.2.3 Rates and Charges – Tables (Cont'd)

Speed	Alternate Routing PVCs - Monthly				Disaster Recovery PVCs - Monthly				NRC*
	Quality of Service				Quality of Service				
	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	
					VCC Only				
11Mbps	\$64	\$128	\$175	\$191	\$38	\$75	\$103	\$113	\$60
12Mbps	\$68	\$136	\$187	\$204	\$40	\$80	\$110	\$120	\$60
13Mbps	\$72	\$145	\$199	\$217	\$43	\$85	\$117	\$128	\$60
14Mbps	\$77	\$153	\$210	\$230	\$45	\$90	\$124	\$135	\$60
15Mbps	\$81	\$162	\$222	\$242	\$48	\$95	\$131	\$143	\$60
16Mbps	\$85	\$170	\$234	\$255	\$50	\$100	\$138	\$150	\$60
17Mbps	\$89	\$179	\$245	\$268	\$53	\$105	\$144	\$158	\$60
18Mbps	\$94	\$187	\$257	\$281	\$55	\$110	\$151	\$165	\$60
19Mbps	\$98	\$196	\$269	\$293	\$58	\$115	\$158	\$173	\$60
20Mbps	\$102	\$204	\$281	\$306	\$60	\$120	\$165	\$180	\$60
25Mbps	\$106	\$213	\$292	\$319	\$63	\$125	\$172	\$188	\$60
30Mbps	\$128	\$255	\$351	\$383	\$75	\$150	\$206	\$225	\$60
35Mbps	\$149	\$298	\$409	\$446	\$88	\$175	\$241	\$263	\$60
40Mbps	\$170	\$340	\$468	\$510	\$100	\$200	\$275	\$300	\$60
45Mbps	\$174	\$349	\$479	\$523	\$103	\$205	\$282	\$308	\$60
50Mbps	\$176	\$352	\$484	\$528	\$103	\$207	\$284	\$310	\$60
55Mbps	\$193	\$387	\$532	\$580	\$114	\$228	\$313	\$341	\$60
60Mbps	\$211	\$422	\$580	\$633	\$124	\$248	\$341	\$372	\$60
65Mbps	\$229	\$457	\$629	\$686	\$134	\$269	\$370	\$403	\$60
70Mbps	\$246	\$492	\$677	\$739	\$145	\$290	\$398	\$434	\$60
75Mbps	\$264	\$528	\$725	\$791	\$155	\$310	\$427	\$466	\$60
80Mbps	\$281	\$563	\$774	\$844	\$166	\$331	\$455	\$497	\$60
85Mbps	\$299	\$598	\$822	\$897	\$176	\$352	\$484	\$528	\$60
90Mbps	\$317	\$633	\$871	\$950	\$186	\$372	\$512	\$559	\$60
95Mbps	\$334	\$668	\$919	\$1,002	\$197	\$393	\$541	\$590	\$60
100Mbps	\$352	\$703	\$967	\$1,055	\$207	\$414	\$569	\$621	\$60
105Mbps	\$369	\$739	\$1,016	\$1,108	\$217	\$434	\$597	\$652	\$60
110Mbps	\$387	\$774	\$1,064	\$1,161	\$228	\$455	\$626	\$683	\$60
115Mbps	\$404	\$809	\$1,112	\$1,213	\$238	\$476	\$654	\$714	\$60
120Mbps	\$422	\$844	\$1,161	\$1,266	\$248	\$497	\$683	\$745	\$60
125Mbps	\$440	\$879	\$1,209	\$1,319	\$259	\$517	\$711	\$776	\$60
130Mbps	\$457	\$914	\$1,257	\$1,372	\$269	\$538	\$740	\$807	\$60
135Mbps	\$475	\$950	\$1,306	\$1,424	\$279	\$559	\$768	\$838	\$60
140Mbps	\$492	\$985	\$1,354	\$1,477	\$290	\$579	\$797	\$869	\$60
145Mbps	\$510	\$1,020	\$1,403	\$1,530	\$300	\$600	\$825	\$900	\$60

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\*\* Effective March 19, 2010, 5 Year terms are not available to new customers.

**2. ADVANCED SERVICES (Cont'd)**  
**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**  
2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)  
2.9.2.3 Rates and Charges – Tables (Cont'd)

Speed	Alternate Routing PVCs – Monthly				Disaster Recovery PVCs - Monthly				NRC*
	Quality of Service				Quality of Service				
	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	
	VPC ONLY								
8Kbps	\$2	\$3	\$6	\$7	\$1	\$2	\$4	\$4	\$60
16Kbps	\$2	\$3	\$6	\$7	\$1	\$2	\$4	\$4	\$60
32Kbps	\$2	\$3	\$6	\$7	\$1	\$2	\$4	\$4	\$60
48Kbps	\$2	\$3	\$6	\$7	\$1	\$2	\$4	\$4	\$60
56Kbps	\$2	\$3	\$6	\$7	\$1	\$2	\$4	\$4	\$60
64Kbps	\$3	\$4	\$6	\$7	\$1	\$3	\$4	\$4	\$60
128Kbps	\$4	\$5	\$7	\$7	\$2	\$3	\$4	\$5	\$60
192Kbps	\$5	\$8	\$10	\$11	\$3	\$5	\$6	\$6	\$60
256Kbps	\$7	\$11	\$13	\$14	\$4	\$6	\$8	\$8	\$60
320Kbps	\$9	\$13	\$17	\$18	\$5	\$8	\$10	\$10	\$60
384Kbps	\$11	\$16	\$20	\$21	\$6	\$9	\$12	\$13	\$60
448Kbps	\$12	\$19	\$23	\$25	\$7	\$11	\$14	\$15	\$60
512Kbps	\$14	\$21	\$27	\$28	\$8	\$13	\$16	\$17	\$60
576Kbps	\$16	\$24	\$30	\$32	\$9	\$14	\$18	\$19	\$60
640Kbps	\$18	\$27	\$33	\$35	\$10	\$16	\$20	\$21	\$60
704Kbps	\$19	\$29	\$37	\$39	\$11	\$17	\$21	\$23	\$60
768Kbps	\$21	\$32	\$40	\$43	\$13	\$19	\$23	\$25	\$60
832Kbps	\$23	\$35	\$43	\$46	\$14	\$20	\$25	\$27	\$60
896Kbps	\$25	\$37	\$46	\$50	\$15	\$22	\$27	\$29	\$60
960Kbps	\$27	\$40	\$50	\$53	\$16	\$23	\$29	\$31	\$60
1000Kbps	\$27	\$53	\$73	\$80	\$16	\$31	\$43	\$47	\$60
1024Kbps	\$28	\$43	\$53	\$57	\$17	\$25	\$31	\$33	\$60
1536Kbps	\$43	\$64	\$80	\$85	\$25	\$38	\$47	\$50	\$60
2Mbps	\$32	\$64	\$88	\$96	\$19	\$38	\$52	\$56	\$60
3Mbps	\$37	\$74	\$102	\$112	\$22	\$44	\$60	\$66	\$60
4Mbps	\$43	\$85	\$117	\$128	\$25	\$50	\$69	\$75	\$60
5Mbps	\$48	\$96	\$131	\$143	\$28	\$56	\$77	\$84	\$60
6Mbps	\$53	\$106	\$146	\$159	\$31	\$63	\$86	\$94	\$60
7Mbps	\$58	\$117	\$161	\$175	\$34	\$69	\$95	\$103	\$60
8Mbps	\$64	\$128	\$175	\$191	\$38	\$75	\$103	\$113	\$60
9Mbps	\$69	\$138	\$190	\$207	\$41	\$81	\$112	\$122	\$60
10Mbps	\$74	\$149	\$205	\$223	\$44	\$88	\$120	\$131	\$60

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\*\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

Speed	Alternate Routing PVCs – Monthly				Disaster Recovery PVCs - Monthly				
	Quality of Service				Quality of Service				
	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	
	VPC ONLY								
11Mbps	\$80	\$159	\$219	\$239	\$47	\$94	\$129	\$141	\$60
12Mbps	\$85	\$170	\$234	\$255	\$50	\$100	\$138	\$150	\$60
13Mbps	\$90	\$181	\$248	\$271	\$53	\$106	\$146	\$159	\$60
14Mbps	\$96	\$191	\$263	\$287	\$56	\$113	\$155	\$169	\$60
15Mbps	\$101	\$202	\$278	\$303	\$59	\$119	\$163	\$178	\$60
16Mbps	\$106	\$213	\$292	\$319	\$63	\$125	\$172	\$188	\$60
17Mbps	\$112	\$223	\$307	\$335	\$66	\$131	\$180	\$197	\$60
18Mbps	\$117	\$234	\$321	\$351	\$69	\$138	\$189	\$206	\$60
19Mbps	\$122	\$244	\$336	\$367	\$72	\$144	\$198	\$216	\$60
20Mbps	\$128	\$255	\$351	\$383	\$75	\$150	\$206	\$225	\$60
25Mbps	\$133	\$266	\$365	\$398	\$78	\$156	\$215	\$234	\$60
30Mbps	\$159	\$319	\$438	\$478	\$94	\$188	\$258	\$281	\$60
35Mbps	\$186	\$372	\$511	\$558	\$109	\$219	\$301	\$328	\$60
40Mbps	\$213	\$425	\$584	\$638	\$125	\$250	\$344	\$375	\$60
45Mbps	\$218	\$436	\$599	\$653	\$128	\$256	\$352	\$384	\$60
50Mbps	\$220	\$440	\$605	\$659	\$129	\$259	\$356	\$388	\$60
55Mbps	\$242	\$484	\$665	\$725	\$142	\$284	\$391	\$427	\$60
60Mbps	\$264	\$528	\$725	\$791	\$155	\$310	\$427	\$466	\$60
65Mbps	\$286	\$572	\$786	\$857	\$168	\$336	\$462	\$504	\$60
70Mbps	\$308	\$616	\$846	\$923	\$181	\$362	\$498	\$543	\$60
75Mbps	\$330	\$659	\$907	\$989	\$194	\$388	\$533	\$582	\$60
80Mbps	\$352	\$703	\$967	\$1,055	\$207	\$414	\$569	\$621	\$60
85Mbps	\$374	\$747	\$1,028	\$1,121	\$220	\$440	\$605	\$659	\$60
90Mbps	\$396	\$791	\$1,088	\$1,187	\$233	\$466	\$640	\$698	\$60
95Mbps	\$418	\$835	\$1,149	\$1,253	\$246	\$491	\$676	\$737	\$60
100Mbps	\$440	\$879	\$1,209	\$1,319	\$259	\$517	\$711	\$776	\$60
105Mbps	\$462	\$923	\$1,270	\$1,385	\$272	\$543	\$747	\$815	\$60
110Mbps	\$484	\$967	\$1,330	\$1,451	\$284	\$569	\$782	\$853	\$60
115Mbps	\$506	\$1,011	\$1,390	\$1,517	\$297	\$595	\$818	\$892	\$60
120Mbps	\$528	\$1,055	\$1,451	\$1,583	\$310	\$621	\$853	\$931	\$60
125Mbps	\$550	\$1,099	\$1,511	\$1,649	\$323	\$647	\$889	\$970	\$60
130Mbps	\$572	\$1,143	\$1,572	\$1,715	\$336	\$672	\$925	\$1,009	\$60
135Mbps	\$594	\$1,187	\$1,632	\$1,781	\$349	\$698	\$960	\$1,047	\$60
140Mbps	\$616	\$1,231	\$1,693	\$1,847	\$362	\$724	\$996	\$1,086	\$60
145Mbps	\$638	\$1,275	\$1,753	\$1,913	\$375	\$750	\$1,031	\$1,125	\$60

\* Nonrecurring charges are waived for PVCs purchased with customer's initial order for installation of ATM service, and only if customer's associated Port or Port and Access is provided under a three (3) or five (5)\*\* year TPP.

\*\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

Multicasting PVCs - Monthly					
Speed	VBR-nrt (SIR)	NRC*	Speed	VBR-nrt (SIR)	NRC*
	VCC Only			VCC Only	
8Kbps	\$2	\$60	13Mbps	\$85	\$60
16Kbps	\$2	\$60	14Mbps	\$90	\$60
32Kbps	\$2	\$60	15Mbps	\$95	\$60
48Kbps	\$2	\$60	16Mbps	\$100	\$60
56Kbps	\$2	\$60	17Mbps	\$105	\$60
64Kbps	\$2	\$60	18Mbps	\$110	\$60
128Kbps	\$3	\$60	19Mbps	\$115	\$60
192Kbps	\$4	\$60	20Mbps	\$120	\$60
256Kbps	\$5	\$60	25Mbps	\$125	\$60
320Kbps	\$6	\$60	30Mbps	\$150	\$60
384Kbps	\$8	\$60	35Mbps	\$175	\$60
448Kbps	\$9	\$60	40Mbps	\$200	\$60
512Kbps	\$10	\$60	45Mbps	\$205	\$60
576Kbps	\$11	\$60	50Mbps	\$207	\$60
640Kbps	\$13	\$60	55Mbps	\$228	\$60
704Kbps	\$14	\$60	60Mbps	\$248	\$60
768Kbps	\$15	\$60	65Mbps	\$269	\$60
832Kbps	\$16	\$60	70Mbps	\$290	\$60
896Kbps	\$18	\$60	75Mbps	\$310	\$60
960Kbps	\$19	\$60	80Mbps	\$331	\$60
1000Kbps	\$25	\$60	85Mbps	\$352	\$60
1024Kbps	\$20	\$60	90Mbps	\$372	\$60
1536Kbps	\$30	\$60	95Mbps	\$393	\$60
2Mbps	\$30	\$60	100Mbps	\$414	\$60
3Mbps	\$35	\$60	105Mbps	\$434	\$60
4Mbps	\$40	\$60	110Mbps	\$455	\$60
5Mbps	\$45	\$60	115Mbps	\$476	\$60
6Mbps	\$50	\$60	120Mbps	\$497	\$60
7Mbps	\$55	\$60	125Mbps	\$517	\$60
8Mbps	\$60	\$60	130Mbps	\$538	\$60
9Mbps	\$65	\$60	135Mbps	\$559	\$60
10Mbps	\$70	\$60	140Mbps	\$579	\$60
11Mbps	\$75	\$60	145Mbps	\$600	\$60
12Mbps	\$80	\$60			

\* Nonrecurring charges are waived for PVCs purchased with customer’s initial order for installation of ATM service, and only if customer’s associated Port or Port and Access is provided under a three (3) or five (5)\*\* year TPP.

\*\* Effective March 19, 2010, 5 Year terms are not available to new customers.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.2 PremierSERV<sup>SM</sup> Asynchronous Transfer Mode Service (Cont'd)

2.9.2.3 Rates and Charges – Tables (Cont'd)

Speed	Standard PVC - Monthly	NRC*
	CES	
	CBR(PIR)	
	VCC Only	
1.755Mbps	\$91	\$60

\* Nonrecurring charges are waived for PVCs purchased with customer's initial order for installation of ATM service, and only if customer's associated Port or Port and Access is provided under a three (3) or five (5)\*\* year TPP.

\*\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. **ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service

2.9.3.1 Service Description

Effective September 30, 2011, PremierSERV<sup>SM</sup> Frame Relay service defined in this section of these Terms and Conditions will no longer be available to new customers. Existing term plan customers of PremierSERV<sup>SM</sup> Frame Relay Service may add, move, remove or change lines and/or locations in accordance with the terms and conditions of their current term plan agreement for the duration of their current term plan agreement, but may not enter into any new term plan agreements except a new 12 month term for service additions as permitted above. The Company will support one extension of an existing non-expired term plan agreement (other than a new term plan for service additions as provided above) past its current term for twelve (12) months, provided the extension is signed on or before June 30, 2013, and the extension period expires no later than June 30, 2014. Upon expiration of the extension and for existing customers who do not extend an existing non-expired term plan agreement, service will continue on a month-to-month basis at the same rates in effect for such service immediately prior to such expiration, until the service is discontinued on at least 30 days prior notice by the customer or on at least 30 days notice (or such longer period as may be required by the Commission) by the Company. During such month-to-month period, the Company may change the rates, terms and conditions applicable to the customer's service upon at least 30 days written notice to the customer. Effective September 30, 2011, early termination charges shall not apply to any PremierSERV<sup>SM</sup> Frame Relay service defined in this Guidebook.

(C)  
(N)  
|  
(N)  
(N)  
(N)  
(N)  
(N)  
|  
(N)

PremierSERV<sup>SM</sup> Frame Relay Service (FRS) is a public, metropolitan wide-area data service that provides high throughput and low delay. It utilizes advanced packet switching technology and highly reliable digital transmission facilities to provide the performance of leased lines and the flexibility and connectivity features of Local Area Networks (LANs) in an efficient, economical data delivery service.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

## 2.9.3.2 Service Components

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections and term plan selected.

## (A) User Network Interface (UNI) Port and Access

UNI Port and Access connects the customer to the Company's FRS network, based upon the standards defined UNI signaling protocol. UNI Port and Access is available at various speeds between 56 Kbps and DS3. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

## (B) User Network Interface (UNI) Port Only

UNI Port Only provides the customer a port connection into the Company's FRS network based upon the standards defined UNI signaling protocol. UNI Port Only is available at several speeds between 56 Kbps and DS3. When UNI Port Only is selected, it is the customer's responsibility to obtain access to Company's FRS network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

## (C) Multilink UNI Port and Access

Multilink UNI Port and Access provides inverse multiplexing of a frame stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. Multilink UNI Port and Access is based upon the standards defined FRF. 16 UNI signaling protocol.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

## 2.9.3.2 Service Components (Cont'd)

## (D) Multilink UNI Port Only

Multilink UNI Port Only provides the Customer a Multilink port connection into the Company's FRS network based upon the standards defined UNI signaling protocol. When Multilink UNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Multilink UNI Port Only is provided over two (2) to eight (8) physical DS1s.

## (E) Network to Network Interface (NNI) Port and Access

NNI Port and Access connects the customer to the Company's FRS network, based upon the standards defined NNI signaling protocol. NNI Port and Access is available at DS1 and DS3 speeds. Each NNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

## (F) Network to Network Interface (NNI) Port Only

NNI Port Only provides the customer a port connection into the Company's FRS network based upon the standards defined NNI signaling protocol. NNI Port Only is available at DS1 and DS3 speeds. When NNI Port Only is selected, it is the customer's responsibility to obtain access to Company's FRS network. Each NNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.



**2. ADVANCED SERVICES (Cont'd)****SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

## 2.9.3.2 Service Components (Cont'd)

## (G) Permanent Virtual Circuits (PVCs)

PVCs are logical connections between two (2) ports that allow data to be sent from one customer location to another. PVCs do not engage capacity when idle, allowing the available capacity to be allocated to other active PVCs that are in need of additional bandwidth. PVCs are duplex (two-way).

Each PVC type is assigned a Committed Information Rate (CIR). CIR is the rate in Kbps or Mbps at which the Company commits to transfer user data under normal conditions.

A PVC may exceed its assigned CIR when transmitting a large file or volume of information. This condition is known as bursting. Excess capacity must be available on the port connection for bursting to occur. Bursting is only allowed up to the port speed.

When placing an order for Service, customer must specify the following for each PVC:

- PVC Connection Type;
- PVC Type; and
- Quality of Service.

PVCs purchased from this Section of Frame Relay Service must have at least one associated Port purchased from this Section as well.

## (1) PVC Connection Types

## (a) Frame Relay to Frame Relay

Frame Relay to Frame Relay connects two Frame Relay customer locations.

## (b) Frame Relay to ATM Service (FRATM)

FRATM connects two customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

## 2.9.3.2 Service Components (Cont'd)

## (G) Permanent Virtual Circuits (PVCs) (Cont'd)

## (2) PVC Types

## (a) Standard PVC

Standard PVCs are utilized in typical Frame Relay networks to provide logical connections between two ports.

## (b) Disaster Recovery PVC

Disaster Recovery PVCs allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery location) should a non-recoverable disaster occur at the primary host location. The disaster recovery location must also be served by an active, Company provided ATM/Frame Relay Port.

The Disaster Recovery PVC is provisioned based upon an initial order from the customer and pre-configured in the Frame Relay switch, but set to a disabled mode. Customer must initiate PVC activation with Company and necessary third party vendors.

## (c) Alternate Routing PVCs

Alternate Routing PVCs provide a logical connection to an alternate host site processor/server in the event of an outage at the primary location. Alternate Routing PVCs are to be utilized in the event of an outage at the primary location only, not day-to-day use.

The Alternate Routing PVC is provisioned based upon an initial order from the customer and available at all times. The remote Customer location is provisioned with two active VCCs, one end to the primary customer location and one end to the backup customer location.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

2.9.3.2 Service Components (Cont'd)

(G) Permanent Virtual Circuits (PVCs) (Cont'd)

(3) PVC Quality of Service (QoS)

(a) Standard

Standard QoS is available for Frame Relay applications that contain bursty traffic.

(b) Priority

Priority QoS offers reduced delay and packet loss between end-points when used with small fixed-length frame traffic.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

2.9.3.3 Rates and Charges – Tables

UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS0	56Kbps	\$136	NA	\$113	\$350	\$96	\$350	\$93	\$0	\$86	\$0
DS0	64Kbps	\$136	NA	\$113	\$350	\$96	\$350	\$93	\$0	\$86	\$0
Fractional DS1	128Kbps	\$291	NA	\$267	\$400	\$223	\$400	\$213	\$0	\$208	\$0
Fractional DS1	256Kbps	\$1,284 (I)	NA	\$1,179 (I)	\$400	\$818	\$400	\$648	\$0	\$441	\$0
Fractional DS1	384Kbps	\$1,374 (I)	NA	\$1,263 (I)	\$400	\$870	\$400	\$698	\$0	\$473	\$0
Fractional DS1	512Kbps	\$1,443 (I)	NA	\$1,328 (I)	\$400	\$920	\$400	\$734	\$0	\$497	\$0
Fractional DS1	768Kbps	\$1,529 (I)	NA	\$1,404 (I)	\$400	\$971	\$400	\$776	\$0	\$525	\$0
DS1	1.5Mbps	\$2,238 (I)	NA	\$2,055 (I)	\$450	\$1,426	\$450	\$1,136	\$0	\$770	\$0
DS3	40Mbps	\$13,209 (I)	NA	\$12,477 (I)	\$1,000	\$9,244	\$1,000	\$6,653	\$0	\$3,890	\$0

Multilink UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
2 DS1s Port	3.0Mbps	\$2,972 (I)	NA	\$2,856 (I)	\$1,200	\$2,280	\$1,200	\$1,815	\$0	\$1,232	\$0
3 DS1s Port	4.5Mbps	\$3,704 (I)	NA	\$3,552 (I)	\$1,200	\$2,840	\$1,200	\$2,261	\$0	\$1,535	\$0
4 DS1s Port	6.0Mbps	\$4,330 (I)	NA	\$4,157 (I)	\$1,200	\$3,317	\$1,200	\$2,645	\$0	\$1,794	\$0
5 DS1s Port	7.6Mbps	\$4,889 (I)	NA	\$4,692 (I)	\$1,200	\$3,748	\$1,200	\$2,987	\$0	\$2,026	\$0
6 DS1s Port	9.1Mbps	\$5,397 (I)	NA	\$5,182 (I)	\$1,200	\$4,136	\$1,200	\$3,298	\$0	\$2,236	\$0
7 DS1s Port	10.6Mbps	\$5,867 (I)	NA	\$5,634 (I)	\$1,200	\$4,497	\$1,200	\$3,585	\$0	\$2,433	\$0
8 DS1s Port	12.1Mbps	\$6,308 (I)	NA	\$6,054 (I)	\$1,200	\$4,838	\$1,200	\$3,855	\$0	\$2,615	\$0

NNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5Mbps	\$2,238 (I)	NA	\$2,055 (I)	\$450	\$1,426	\$450	\$1,136	\$0	\$770	\$0
DS3	40Mbps	\$13,209 (I)	NA	\$12,477 (I)	\$1,000	\$9,244	\$1,000	\$6,653	\$0	\$3,890	\$0

\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

2.9.3.3 Rates and Charges – Tables

UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS0	56Kbps	\$136	NA	\$113	\$350	\$96	\$350	\$93	\$0	\$86	\$0
DS0	64Kbps	\$136	NA	\$113	\$350	\$96	\$350	\$93	\$0	\$86	\$0
Fractional DS1	128Kbps	\$291	NA	\$267	\$400	\$223	\$400	\$213	\$0	\$208	\$0
Fractional DS1	256Kbps	\$1,541 (I)	NA	\$1,179	\$400	\$818	\$400	\$648	\$0	\$441	\$0
Fractional DS1	384Kbps	\$1,649 (I)	NA	\$1,263	\$400	\$870	\$400	\$698	\$0	\$473	\$0
Fractional DS1	512Kbps	\$1,732 (I)	NA	\$1,328	\$400	\$920	\$400	\$734	\$0	\$497	\$0
Fractional DS1	768Kbps	\$1,835 (I)	NA	\$1,404	\$400	\$971	\$400	\$776	\$0	\$525	\$0
DS1	1.5Mbps	\$2,686 (I)	NA	\$2,055	\$450	\$1,426	\$450	\$1,136	\$0	\$770	\$0
DS3	40Mbps	\$15,851 (I)	NA	\$12,477	\$1,000	\$9,244	\$1,000	\$6,653	\$0	\$3,890	\$0

Multilink UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
2 DS1s Port	3.0Mbps	\$3,567 (I)	NA	\$2,856	\$1,200	\$2,280	\$1,200	\$1,815	\$0	\$1,232	\$0
3 DS1s Port	4.5Mbps	\$4,445 (I)	NA	\$3,552	\$1,200	\$2,840	\$1,200	\$2,261	\$0	\$1,535	\$0
4 DS1s Port	6.0Mbps	\$5,196 (I)	NA	\$4,157	\$1,200	\$3,317	\$1,200	\$2,645	\$0	\$1,794	\$0
5 DS1s Port	7.6Mbps	\$5,867 (I)	NA	\$4,692	\$1,200	\$3,748	\$1,200	\$2,987	\$0	\$2,026	\$0
6 DS1s Port	9.1Mbps	\$6,477 (I)	NA	\$5,182	\$1,200	\$4,136	\$1,200	\$3,298	\$0	\$2,236	\$0
7 DS1s Port	10.6Mbps	\$7,041 (I)	NA	\$5,634	\$1,200	\$4,497	\$1,200	\$3,585	\$0	\$2,433	\$0
8 DS1s Port	12.1Mbps	\$7,570 (I)	NA	\$6,054	\$1,200	\$4,838	\$1,200	\$3,855	\$0	\$2,615	\$0

NNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1	1.5Mbps	\$2,686 (I)	NA	\$2,055	\$450	\$1,426	\$450	\$1,136	\$0	\$770	\$0
DS3	40Mbps	\$15,851 (I)	NA	\$12,477	\$1,000	\$9,244	\$1,000	\$6,653	\$0	\$3,890	\$0

\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

2.9.3.3 Rates and Charges – Tables (Cont'd)

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS0 Port	56Kbps	\$136	NA	\$113	\$350	\$96	\$350	\$93	\$0	\$86	\$0
Access	56Kbps	\$115	NA	\$96	\$350	\$93	\$350	\$91	\$0	\$83	\$0
Total DS0 Port and Access	56Kbps	\$251	NA	\$209	\$700	\$189	\$700	\$184	\$0	\$169	\$0
DS0 Port	64Kbps	\$136	NA	\$113	\$350	\$96	\$350	\$93	\$0	\$86	\$0
Access	64Kbps	\$115	NA	\$96	\$350	\$93	\$350	\$91	\$0	\$83	\$0
Total DS0 Port and Access	64Kbps	\$251	NA	\$209	\$700	\$189	\$700	\$184	\$0	\$169	\$0
Fractional DS1 Port	128Kbps	\$291	NA	\$267	\$400	\$223	\$400	\$213	\$0	\$208	\$0
Access	128Kbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total Fractional DS1 Port and Access	128Kbps	\$539	NA	\$494	\$800	\$441	\$800	\$421	\$0	\$412	\$0
Fractional DS1 Port	256Kbps	\$1,284 (I)	NA	\$1,179 (I)	\$400	\$818	\$400	\$648	\$0	\$441	\$0
Access	256Kbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total Fractional DS1 Port and Access	256Kbps	\$1,532 (I)	NA	\$1,406 (I)	\$800	\$1,036	\$800	\$856	\$0	\$645	\$0
Fractional DS1 Port	384Kbps	\$1,374 (I)	NA	\$1,263 (I)	\$400	\$870	\$400	\$698	\$0	\$473	\$0
Access	384Kbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total Fractional DS1 Port and Access	384Kbps	\$1,622(I)	NA	\$1,490 (I)	\$800	\$1,088	\$800	\$906	\$0	\$677	\$0

\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

2.9.3.3 Rates and Charges – Tables (Cont'd)

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS0 Port	56Kbps	\$136	NA	\$113	\$350	\$96	\$350	\$93	\$0	\$86	\$0
Access	56Kbps	\$115	NA	\$96	\$350	\$93	\$350	\$91	\$0	\$83	\$0
Total DS0 Port and Access	56Kbps	\$251	NA	\$209	\$700	\$189	\$700	\$184	\$0	\$169	\$0
DS0 Port	64Kbps	\$136	NA	\$113	\$350	\$96	\$350	\$93	\$0	\$86	\$0
Access	64Kbps	\$115	NA	\$96	\$350	\$93	\$350	\$91	\$0	\$83	\$0
Total DS0 Port and Access	64Kbps	\$251	NA	\$209	\$700	\$189	\$700	\$184	\$0	\$169	\$0
Fractional DS1 Port	128Kbps	\$291	NA	\$267	\$400	\$223	\$400	\$213	\$0	\$208	\$0
Access	128Kbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total Fractional DS1 Port and Access	128Kbps	\$539	NA	\$494	\$800	\$441	\$800	\$421	\$0	\$412	\$0
Fractional DS1 Port	256Kbps	\$1,541 (I)	NA	\$1,179	\$400	\$818	\$400	\$648	\$0	\$441	\$0
Access	256Kbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total Fractional DS1 Port and Access	256Kbps	\$1,789 (I)	NA	\$1,406	\$800	\$1,036	\$800	\$856	\$0	\$645	\$0
Fractional DS1 Port	384Kbps	\$1,649 (I)	NA	\$1,263	\$400	\$870	\$400	\$698	\$0	\$473	\$0
Access	384Kbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total Fractional DS1 Port and Access	384Kbps	\$1,897(I)	NA	\$1,490	\$800	\$1,088	\$800	\$906	\$0	\$677	\$0

\* Effective March 19, 2010, 5 Year terms are not available to new customers.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

2.9.3.3 Rates and Charges – Tables (Cont'd)

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Fractional DS1 Port	512Kbps	\$1,443(l)	NA	\$1,328 (l)	\$400	\$920	\$400	\$734	\$0	\$497	\$0
Access	512Kbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total Fractional DS1 Port and Access	512Kbps	\$1,691 (l)	NA	\$1,555(l)	\$800	\$1,138	\$800	\$942	\$0	\$701	\$0
Fractional DS1 Port	768Kbps	\$1,529 (l)	NA	\$1,404 (l)	\$400	\$971	\$400	\$776	\$0	\$525	\$0
Access	768Kbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total Fractional DS1 Port and Access	768Kbps	\$1,777 (l)	NA	\$1,631 (l)	\$800	\$1,189	\$800	\$984	\$0	\$729	\$0
DS1 Port	1.5Mbps	\$2,238 (l)	NA	\$2,055 (l)	\$450	\$1,426	\$450	\$1,136	\$0	\$770	\$0
Access	1.5Mbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total DS1 Port and Access	1.5Mbps	\$2,486 (l)	NA	\$2,282 (l)	\$850	\$1,644	\$850	\$1,344	\$0	\$974	\$0
DS3 Port	40Mbps	\$13,209 (l)	NA	\$12,477 (l)	\$1,000	\$9,244	\$1,000	\$6,653	\$0	\$3,890	\$0
Access	40Mbps	\$2,736	NA	\$2,585	\$1,250	\$2,437	\$1,250	\$1,985	\$0	\$1,671	\$0
Total DS3 Port and Access	40Mbps	\$15,945 (l)	NA	\$15,062 (l)	\$2,250	\$11,681	\$2,250	\$8,638	\$0	\$5,561	\$0

\* Effective March 19, 2010, 5 Year terms are not available to new customers.



**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

2.9.3.3 Rates and Charges – Tables (Cont'd)

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
Fractional DS1 Port	512Kbps	\$1,732(l)	NA	\$1,328	\$400	\$920	\$400	\$734	\$0	\$497	\$0
Access	512Kbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total Fractional DS1 Port and Access	512Kbps	\$1,980(l)	NA	\$1,555	\$800	\$1,138	\$800	\$942	\$0	\$701	\$0
Fractional DS1 Port	768Kbps	\$1,835 (l)	NA	\$1,404	\$400	\$971	\$400	\$776	\$0	\$525	\$0
Access	768Kbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total Fractional DS1 Port and Access	768Kbps	\$2,083 (l)	NA	\$1,631	\$800	\$1,189	\$800	\$984	\$0	\$729	\$0
DS1 Port	1.5Mbps	\$2,686 (l)	NA	\$2,055	\$450	\$1,426	\$450	\$1,136	\$0	\$770	\$0
Access	1.5Mbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total DS1 Port and Access	1.5Mbps	\$2,934 (l)	NA	\$2,282	\$850	\$1,644	\$850	\$1,344	\$0	\$974	\$0
DS3 Port	40Mbps	\$15,851 (l)	NA	\$12,477	\$1,000	\$9,244	\$1,000	\$6,653	\$0	\$3,890	\$0
Access	40Mbps	\$2,736	NA	\$2,585	\$1,250	\$2,437	\$1,250	\$1,985	\$0	\$1,671	\$0
Total DS3 Port and Access	40Mbps	\$18,587 (l)	NA	\$15,062	\$2,250	\$11,681	\$2,250	\$8,638	\$0	\$5,561	\$0

\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

2.9.3.3 Rates and Charges – Tables (Cont'd)

Multilink UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
2 DS1s Port	3.0Mbps	\$2,972 (I)	NA	\$2,856 (I)	\$1,200	\$2,280	\$1,200	\$1,815	\$0	\$1,232	\$0
Access	3.0Mbps	\$496	NA	\$454	\$800	\$435	\$800	\$416	\$0	\$407	\$0
Total 2 DS1s Port and Access	3.0Mbps	\$3,468 (I)	NA	\$3,310 (I)	\$2,000	\$2,715	\$2,000	\$2,231	\$0	\$1,639	\$0
3 DS1s Port	4.5Mbps	\$3,704 (I)	NA	\$3,552 (I)	\$1,200	\$2,840	\$1,200	\$2,261	\$0	\$1,535	\$0
Access	4.5Mbps	\$744	NA	\$682	\$1,200	\$653	\$1,200	\$625	\$0	\$611	\$0
Total 3 DS1s Port and Access	4.5Mbps	\$4,448 (I)	NA	\$4,234 (I)	\$2,400	\$3,493	\$2,400	\$2,886	\$0	\$2,146	\$0
4 DS1s Port	6.0Mbps	\$4,330 (I)	NA	\$4,157 (I)	\$1,200	\$3,317	\$1,200	\$2,645	\$0	\$1,794	\$0
Access	6.0Mbps	\$992	NA	\$909	\$1,600	\$871	\$1,600	\$833	\$0	\$814	\$0
Total 4 DS1s Port and Access	6.0Mbps	\$5,322 (I)	NA	\$5,066 (I)	\$2,800	\$4,188	\$2,800	\$3,478	\$0	\$2,608	\$0
5 DS1s Port	7.6Mbps	\$4,889 (I)	NA	\$4,692 (I)	\$1,200	\$3,748	\$1,200	\$2,987	\$0	\$2,026	\$0
Access	7.6Mbps	\$1,240	NA	\$1,136	\$2,000	\$1,089	\$2,000	\$1,041	\$0	\$1,018	\$0
Total 5 DS1s Port and Access	7.6Mbps	\$6,129 (I)	NA	\$5,828 (I)	\$3,200	\$4,837	\$3,200	\$4,028	\$0	\$3,044	\$0
6 DS1s Port	9.1Mbps	\$5,397 (I)	NA	\$5,182 (I)	\$1,200	\$4,136	\$1,200	\$3,298	\$0	\$2,236	\$0
Access	9.1Mbps	\$1,487	NA	\$1,363	\$2,400	\$1,306	\$2,400	\$1,249	\$0	\$1,221	\$0
Total 6 DS1s Port and Access	9.1Mbps	\$6,884 (I)	NA	\$6,545 (I)	\$3,600	\$5,442	\$3,600	\$4,547	\$0	\$3,457	\$0
7 DS1s Port	10.6Mbps	\$5,867 (I)	NA	\$5,634 (I)	\$1,200	\$4,497	\$1,200	\$3,585	\$0	\$2,433	\$0
Access	10.6Mbps	\$1,735	NA	\$1,590	\$2,800	\$1,524	\$2,800	\$1,458	\$0	\$1,425	\$0
Total 7 DS1s Port and Access	10.6Mbps	\$7,602 (I)	NA	\$7,224 (I)	\$4,000	\$6,021	\$4,000	\$5,043	\$0	\$3,858	\$0
8 DS1s Port	12.1Mbps	\$6,308 (I)	NA	\$6,054 (I)	\$1,200	\$4,838	\$1,200	\$3,855	\$0	\$2,615	\$0
Access	12.1Mbps	\$1,983	NA	\$1,817	\$3,200	\$1,742	\$3,200	\$1,666	\$0	\$1,628	\$0
Total 8 DS1s Port and Access	12.1Mbps	\$8,291 (I)	NA	\$7,871 (I)	\$4,400	\$6,580	\$4,400	\$5,521	\$0	\$4,243	\$0

\* Effective March 19, 2010, 5 Year terms are not available to new customers.

2. ADVANCED SERVICES (Cont'd)

SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)

2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

2.9.3.3 Rates and Charges – Tables (Cont'd)

Multilink UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
2 DS1s Port	3.0Mbps	\$3,567 (I)	NA	\$2,856	\$1,200	\$2,280	\$1,200	\$1,815	\$0	\$1,232	\$0
Access	3.0Mbps	\$496	NA	\$454	\$800	\$435	\$800	\$416	\$0	\$407	\$0
Total 2 DS1s Port and Access	3.0Mbps	\$4,063 (I)	NA	\$3,310	\$2,000	\$2,715	\$2,000	\$2,231	\$0	\$1,639	\$0
3 DS1s Port	4.5Mbps	\$4,445 (I)	NA	\$3,552	\$1,200	\$2,840	\$1,200	\$2,261	\$0	\$1,535	\$0
Access	4.5Mbps	\$744	NA	\$682	\$1,200	\$653	\$1,200	\$625	\$0	\$611	\$0
Total 3 DS1s Port and Access	4.5Mbps	\$5,189 (I)	NA	\$4,234	\$2,400	\$3,493	\$2,400	\$2,886	\$0	\$2,146	\$0
4 DS1s Port	6.0Mbps	\$5,196 (I)	NA	\$4,157	\$1,200	\$3,317	\$1,200	\$2,645	\$0	\$1,794	\$0
Access	6.0Mbps	\$992	NA	\$909	\$1,600	\$871	\$1,600	\$833	\$0	\$814	\$0
Total 4 DS1s Port and Access	6.0Mbps	\$6,188 (I)	NA	\$5,066	\$2,800	\$4,188	\$2,800	\$3,478	\$0	\$2,608	\$0
5 DS1s Port	7.6Mbps	\$5,867 (I)	NA	\$4,692	\$1,200	\$3,748	\$1,200	\$2,987	\$0	\$2,026	\$0
Access	7.6Mbps	\$1,240	NA	\$1,136	\$2,000	\$1,089	\$2,000	\$1,041	\$0	\$1,018	\$0
Total 5 DS1s Port and Access	7.6Mbps	\$7,107 (I)	NA	\$5,828	\$3,200	\$4,837	\$3,200	\$4,028	\$0	\$3,044	\$0
6 DS1s Port	9.1Mbps	\$6,477 (I)	NA	\$5,182	\$1,200	\$4,136	\$1,200	\$3,298	\$0	\$2,236	\$0
Access	9.1Mbps	\$1,487	NA	\$1,363	\$2,400	\$1,306	\$2,400	\$1,249	\$0	\$1,221	\$0
Total 6 DS1s Port and Access	9.1Mbps	\$7,964 (I)	NA	\$6,545	\$3,600	\$5,442	\$3,600	\$4,547	\$0	\$3,457	\$0
7 DS1s Port	10.6Mbps	\$7,041 (I)	NA	\$5,634	\$1,200	\$4,497	\$1,200	\$3,585	\$0	\$2,433	\$0
Access	10.6Mbps	\$1,735	NA	\$1,590	\$2,800	\$1,524	\$2,800	\$1,458	\$0	\$1,425	\$0
Total 7 DS1s Port and Access	10.6Mbps	\$8,776 (I)	NA	\$7,224	\$4,000	\$6,021	\$4,000	\$5,043	\$0	\$3,858	\$0
8 DS1s Port	12.1Mbps	\$7,570 (I)	NA	\$6,054	\$1,200	\$4,838	\$1,200	\$3,855	\$0	\$2,615	\$0
Access	12.1Mbps	\$1,983	NA	\$1,817	\$3,200	\$1,742	\$3,200	\$1,666	\$0	\$1,628	\$0
Total 8 DS1s Port and Access	12.1Mbps	\$9,553 (I)	NA	\$7,871	\$4,400	\$6,580	\$4,400	\$5,521	\$0	\$4,243	\$0

\* Effective March 19, 2010, 5 Year terms are not available to new customers.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

2.9.3.3 Rates and Charges – Tables (Cont'd)

NNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 Port	1.5Mbps	\$2,238 (I)	NA	\$2,055 (I)	\$450	\$1,426	\$450	\$1,136	\$0	\$770	\$0
Access	1.5Mbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total DS1 Port and Access	1.5Mbps	\$2,486 (I)	NA	\$2,282 (I)	\$850	\$1,644	\$850	\$1,344	\$0	\$974	\$0
DS3 Port	40Mbps	\$13,209 (I)	NA	\$12,477 (I)	\$1,000	\$9,244	\$1,000	\$6,653	\$0	\$3,890	\$0
Access	40Mbps	\$2,736	NA	\$2,585	\$1,250	\$2,437	\$1,250	\$1,985	\$0	\$1,671	\$0
Total DS3 Port and Access	40Mbps	\$15,945 (I)	NA	\$15,062 (I)	\$2,250	\$11,681	\$2,250	\$8,638	\$0	\$5,561	\$0

\* Effective March 19, 2010, 5 Year terms are not available to new customers

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

2.9.3.3 Rates and Charges – Tables (Cont'd)

NNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year*	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS1 Port	1.5Mbps	\$2,686 (I)	NA	\$2,055	\$450	\$1,426	\$450	\$1,136	\$0	\$770	\$0
Access	1.5Mbps	\$248	NA	\$227	\$400	\$218	\$400	\$208	\$0	\$204	\$0
Total DS1 Port and Access	1.5Mbps	\$2,934 (I)	NA	\$2,282	\$850	\$1,644	\$850	\$1,344	\$0	\$974	\$0
DS3 Port	40Mbps	\$15,851 (I)	NA	\$12,477	\$1,000	\$9,244	\$1,000	\$6,653	\$0	\$3,890	\$0
Access	40Mbps	\$2,736	NA	\$2,585	\$1,250	\$2,437	\$1,250	\$1,985	\$0	\$1,671	\$0
Total DS3 Port and Access	40Mbps	\$18,587 (I)	NA	\$15,062	\$2,250	\$11,681	\$2,250	\$8,638	\$0	\$5,561	\$0

\* Effective March 19, 2010, 5 Year terms are not available to new customers

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

2.9.3.3 Rates and Charges – Tables (Cont'd)

CIR Speed	Monthly						NRC*
	Standard PVC		Alternate Routing PVC		Disaster Recovery PVC		
	Quality of Service (QoS)						
	Standard	Priority	Standard	Priority	Standard	Priority	
8Kbps	\$3	\$5	\$2	\$4	\$1	\$3	\$30
16Kbps	\$4	\$6	\$3	\$5	\$2	\$4	\$30
32Kbps	\$5	\$7	\$4	\$6	\$3	\$4	\$30
48Kbps	\$6	\$8	\$5	\$7	\$3	\$4	\$30
56Kbps	\$7	\$9	\$6	\$9	\$4	\$5	\$30
64Kbps	\$8	\$10	\$7	\$10	\$4	\$6	\$30
128Kbps	\$9	\$14	\$8	\$11	\$5	\$7	\$30
192Kbps	\$10	\$15	\$9	\$13	\$5	\$8	\$30
256Kbps	\$11	\$17	\$9	\$14	\$6	\$8	\$30
320Kbps	\$12	\$18	\$10	\$15	\$6	\$9	\$30
384Kbps	\$14	\$21	\$12	\$18	\$7	\$11	\$30
448Kbps	\$16	\$24	\$14	\$20	\$8	\$12	\$30
512Kbps	\$18	\$27	\$15	\$23	\$9	\$14	\$30
576Kbps	\$22	\$33	\$19	\$28	\$11	\$17	\$30
640Kbps	\$24	\$36	\$20	\$31	\$12	\$18	\$30
704Kbps	\$27	\$40	\$23	\$34	\$13	\$20	\$30
768Kbps	\$28	\$42	\$24	\$36	\$14	\$21	\$30
832Kbps	\$29	\$44	\$25	\$37	\$15	\$22	\$30
896Kbps	\$31	\$46	\$26	\$39	\$15	\$23	\$30
960Kbps	\$32	\$48	\$27	\$40	\$16	\$24	\$30
1000Kbps	\$32	\$49	\$28	\$41	\$16	\$24	\$30
1024Kbps	\$33	\$49	\$28	\$42	\$16	\$25	\$30
1536Kbps	\$42	\$62	\$35	\$53	\$21	\$31	\$30

\* Nonrecurring charges are waived for PVCs purchased with customer’s initial order for installation of Frame Relay service, and only if customer’s associated Port or Port and Access is provided under a three (3) or five (5)\*\* year TPP.

\*\* Effective March 19, 2010, 5 Year terms are not available to new customers.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.9 – PREMIERSERV<sup>SM</sup> BROADBAND FAST PACKET SERVICES (Cont'd)**

2.9.3 PremierSERV<sup>SM</sup> Frame Relay Service (Cont'd)

2.9.3.3 Rates and Charges – Tables (Cont'd)

CIR Speed	Monthly						NRC
	Standard PVC		Alternate Routing PVC		Disaster Recovery PVC		
	Quality of Service (QoS)						
	Standard	Priority	Standard	Priority	Standard	Priority	
2Mbps	\$48	\$73	\$41	\$62	\$24	\$36	\$30
3Mbps	\$61	\$92	\$52	\$78	\$31	\$46	\$30
4Mbps	\$72	\$108	\$61	\$92	\$36	\$54	\$30
5Mbps	\$82	\$123	\$70	\$105	\$41	\$62	\$30
6Mbps	\$91	\$137	\$77	\$116	\$46	\$68	\$30
7Mbps	\$100	\$149	\$85	\$127	\$50	\$75	\$30
8Mbps	\$107	\$161	\$91	\$137	\$54	\$81	\$30
9Mbps	\$115	\$173	\$98	\$147	\$58	\$86	\$30
10Mbps	\$122	\$183	\$104	\$156	\$61	\$92	\$30
11Mbps	\$129	\$194	\$110	\$165	\$65	\$97	\$30
12Mbps	\$136	\$204	\$115	\$173	\$68	\$102	\$30
13Mbps	\$142	\$213	\$121	\$181	\$71	\$107	\$30
14Mbps	\$148	\$222	\$126	\$189	\$74	\$111	\$30
15Mbps	\$154	\$231	\$131	\$197	\$77	\$116	\$30
16Mbps	\$160	\$240	\$136	\$204	\$80	\$120	\$30
17Mbps	\$166	\$249	\$141	\$211	\$83	\$124	\$30
18Mbps	\$171	\$257	\$146	\$218	\$86	\$129	\$30
19Mbps	\$177	\$265	\$150	\$225	\$88	\$133	\$30
20Mbps	\$182	\$273	\$155	\$232	\$91	\$137	\$30
25Mbps	\$207	\$310	\$176	\$264	\$103	\$155	\$30
30Mbps	\$230	\$345	\$207	\$310	\$115	\$172	\$30
35Mbps	\$251	\$377	\$226	\$339	\$126	\$188	\$30
40Mbps	\$271	\$407	\$258	\$387	\$136	\$203	\$30

\* Nonrecurring charges are waived for PVCs purchased with customer’s initial order for installation of Frame Relay service, and only if customer’s associated Port or Port and Access is provided under a three (3) or five (5)\*\* year TPP.

\*\* Effective March 19, 2010, 5 Year terms are not available to new customers.

**2. ADVANCED SERVICES (Cont'd)****SECTION 2.10 – DISCOUNT PRICING PLANS**

## 2.10.1 TPP Volume Discount Plan (TVP)

(A) TPP Volume Discount Plan (TVP) is a discount pricing plan available to all PremierSERV<sup>SM</sup> Frame Relay and ATM Service Arrangements purchased from Section 9 of this Guidebook, except as noted in (5) below. TVP applies as follows:

- (1) Customer is required to submit a Confirmation of Service Order to Company specifying it wishes to participate in TVP and identify desired Volume Commitment Level;
- (2) New PremierSERV<sup>SM</sup> Frame Relay or ATM Services ordered under a two (2), three (3) or five (5)\* year TPP will qualify for the TVP discounts;
- (3) Existing PremierSERV<sup>SM</sup> Frame Relay or ATM Services that are converted to new two (2), three (3) or five (5)\* year TPPs greater than or equal in length to the remaining portion of their current period qualify for TVP;
- (4) TVP discounts apply to monthly recurring charges for PremierSERV<sup>SM</sup> Frame Relay or ATM Ports or Port and Access Link combinations except as noted in (5) below. TVP discounts will be in addition to any discounts received under Term Pricing Plans; and
- (5) PremierSERV<sup>SM</sup> Frame Relay Service at 56 Kbps and 64 Kbps will contribute to the Volume Commitment Levels described below but will not receive TVP discounts.

(B) Volume Discount Levels

Each PremierSERV<sup>SM</sup> Frame Relay or ATM Port or Port and Access Link combination, including Frame Relay Service at 56 Kbps and 64 Kbps, that meets the conditions set forth in 2.10.1 (A) above will count toward the Volume Commitment Levels.

Any services purchased on a month-to-month or one (1) year basis will not contribute to the Volume Commitment Level.

\* Effective March 19, 2010, 5 Year terms are not available to new customers.



**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.10 – DISCOUNT PRICING PLANS**

2.10.1 TPP Volume Discount Plan (TVP)

(B) Volume Discount Levels (Cont'd)

Customers may increase their volume discount level at any time during the TPP period. To receive the increased discount, customer must sign a new two (2), three (3) or five (5)\* year TPP for all Services to be included in discount and submit a new Confirmation of Service Order indicating their desire to increase their Volume Commitment Level.

Section 2.10.1 (A) preceding applies to all PremierSERVSM Frame Relay and ATM Service arrangements used to increase the Volume Commitment Level.

(C) Volume Discount Levels and TVP Discounts

Number of Frame and ATM	
<u>Service Arrangements</u>	<u>24, 36 or 60* Month TPP</u>
(This category applies to Frame only or any combination of Frame and ATM Service arrangements)	

10-49	5%
50-99	7%
100-199	9%
200-299	11%
300+	13%

<u>ATM Service Arrangements</u>	<u>36 or 60* Month TPP</u>
(This category applies to ATM Service arrangements only)	

5-14	5%
15-24	7%
25-49	9%
50+	12%

\* Effective March 19, 2010, 5 Year terms are not available to new customers.

**2. ADVANCED SERVICES (Cont'd)**

**SECTION 2.10 – DISCOUNT PRICING PLANS**

2.10.1 TPP Volume Discount Plan (TVP)

(D) Annual Review

The Company will verify that customer is maintaining its Volume Commitment Level annually on anniversary date of TVP agreement. The Customer must maintain service quantities equal to or greater than their minimum volume commitment to remain eligible for the discount. If the customer drops below their committed volume level, the Company will downgrade customer to the appropriate volume discount level for which they qualify. If the customer's volume level drops below the minimum Volume Commitment Level specified in 2.10.1 (C), preceding, TVP will no longer apply.

**3. PREMIERE COMMUNICATIONS SYSTEMS SERVICE/ PREMIERE 6<sup>/1, 2/</sup>** (C)

**A. DESCRIPTION**

Premiere Communications System is an optional telephone service arrangement of central office features furnished to individual line business customers wishing to combine two exchange access lines or up to six exchange access lines into a Premiere 6. It is available within the exchange area of all exchanges served by a central office where facilities and operating conditions permit. (C)

1. Basic Package Features - Premiere 6

Premiere 6 Call Hold

A call can be placed on hold by flashing the switchhook and dialing a code. This frees the line to originate another call or use the call pick up feature.

Premiere 6 Call Pickup

A call can be answered which has been directed to another line in the Premiere group.

/1/ Premier 6, a Premiere Communications Systems Service was Grandfathered on February 16, 1987. For information regarding Frozen/Grandfathered services, See Part 2, Section 2.

/2/ Effective November 1, 2014, Premier 6 is no longer available to residence customers. (C)

**3. PREMIERE COMMUNICATIONS SYSTEMS SERVICE/PREMIERE 6<sup>/1, 2/</sup> (cont'd)**

(C)

**A. DESCRIPTION (cont'd)****1. Basic Package Features - Premiere 6 (cont'd)****Premiere 6 Three-Way Calling**

A call in progress can be placed on hold and a second call completed while maintaining privacy from the first call. In addition, the user may choose to add on the previously held call into a three-way conference.

**Premiere 6 Intercom**

Up to five other lines can be dialed in the same premiere group by dialing an access code followed by a single digit. Two user stations with same line number cannot access each other utilizing the Intercom feature.

**Premiere 6 Call Transfer**

Any established call can be transferred to another line within or outside the Premiere group. One person on the final connection must still be within the Premiere group.

**2. Optional Line Features - Premiere 6****Premiere 6 Busy Call Forwarding/Delay Call Forwarding**

This line feature automatically transfers incoming calls that encounter a(1) busy condition and/or a (2) don't answer condition after a preselected number of rings (from 1 to 7) on the subscribing Premiere equipped line to an alternate designated line within the Premiere group. Because of technical limitations, the actual number of ring cycles before a don't answer call is transferred may vary slightly from the preset value. The number to which calls are transferred and the approximate number of ring cycles before a don't answer call is transferred are specified by the customer at the time the feature is ordered. This feature is in operation on a continuous basis and cannot be activated or deactivated by the customer. Changes to the feature must be requested from the Company.

**Premiere 6 Call Forwarding**

All calls made to the subscribing line are automatically transferred to a different line, within or outside the Premiere group.

/1/ Premiere 6, a Premiere Communications Systems Service was Grandfathered on February 16, 1987. For details on Frozen/Grandfathered services, See Part 2, Section 2.

/2/ Effective November 1, 2014, Premier 6 is no longer available to residence customers.

(C)

**3. PREMIERE COMMUNICATIONS SYSTEMS SERVICE/PREMIERE 6<sup>/1, 2/</sup> (cont'd)**

(C)

**A. DESCRIPTION (cont'd)**

2. Optional Line Features - Premiere 6 (cont'd)

Premiere Call Waiting

A tone burst is provided to alert a user on an existing call that another call is waiting.

3. Optional Group Features - Premiere 6

Premiere 6 Customer Changeable Speed Calling

Allows a user to abbreviate dialing patterns for frequently called and emergency numbers. By dialing an access code followed by two digits, a customer can dial up to 30 preprogrammed numbers. All lines in a Premiere group share the same list which can be programmed from a customer specified line.

Premiere 6 Distinctive Ringing

Allows a customer to distinguish between incoming and intercom calls by providing distinctive ringing patterns. Premiere lines equipped for distinctive ringing which are also assigned the Call Waiting feature will receive distinctive tones on incoming and intercom calls which are waiting.

Premiere 6 800 Service Access

Allows access to 800 Service by dialing a separate access line not included as part of the Premiere System.

/1/ Premiere 6, a Premiere Communications Systems Service was Grandfathered on February 16, 1987. For details on Frozen/Grandfathered services, See Part 2, Section 2.

/2/ Effective November 1, 2014, Premier 6 is no longer available to residence customers.

(C)

**3. PREMIERE COMMUNICATIONS SYSTEMS SERVICE/PREMIERE 6<sup>/1, 2/</sup> (cont'd)** (C)**B. REGULATIONS**

1. The Company may furnish Premiere where there is available central office equipment with the proper program updates as determined by the Company.
2. Premiere is available on all individual business access lines other than public or semi-public service lines. Effective November 1, 2014, Premiere service is no longer available to residence customers. (C)  
(C)  
(N)
3. A customer or customers may choose to combine access lines terminating at different premises into a Premiere 6. All access lines combined in a Premiere 6 must be served by the same central office.
4. The combining of access lines carrying different classes of service designations into a Premiere 6 is permitted.
5. All Premiere lines must be equipped for Touch-Tone signaling.
6. The quality of transmission for calls utilizing Premiere Call Forwarding or Premiere Three-Way Calling may vary depending on the distance and routing involved. The Company makes no representation as to the quality of the transmission on such calls.
7. Different customers may arrange to have their individual access lines combined in a common Premiere 6.

In the case where either of the optional group features Premiere Customer Changeable Speed Calling or Premiere Distinctive Ringing are ordered, an agreement must be reached between customers and Company as to which customer will be responsible for these particular features.

8. A customer with a line equipped with Premiere Call Forwarding is responsible for the payment of any applicable charges for each completed call between the subscribing line and the forwarded to line. This charge for local, message unit, zone calling units or dial station toll applies to all forwarding calls that are answered at the forwarded to line station.

/1/ Premiere 6, a Premiere Communications Systems Service was Grandfathered on February 16, 1987. For details on Frozen/Grandfathered services, See Part 2, Section 2.

/2/ Effective November 1, 2014, Premier 6 is no longer available to residence customers. (C)

**3. PREMIERE COMMUNICATIONS SYSTEMS SERVICE/PREMIERE 6<sup>/1, 2/</sup> (cont'd)** (C)

**B. REGULATIONS (cont'd)**

- 10. It is the responsibility of the customer forwarding calls to another service to obtain any necessary permission of the customer to whom the calls are forwarded. Schedule Cal.P.U.C. No. A2.1.11 prohibits interference of telephone service of another.
- 11. The Company may discontinue the telephone service of a customer with Premiere service for nonpayment or noncompliance with other rules. Refer to Schedule Cal.P.U.C. No. A2.1.11.
- 12. Temporary Service is not offered with Premiere service.
- 13. The limitation of the Company's liability is set forth in Guidebook, Part 2, Section 2.
- 14. A minimum of two (2) lines will be needed to establish a Premiere 6 System.
- 15. Unless otherwise specifically stated in this guidebook, Premiere Communications System Service, access lines will be treated as Individual Line Business Service and all applicable rules of the Company will apply. (C)  
(C)  
(C)
- 16. The Company is not responsible for incompatibility between Company provided service and customer-provided terminal equipment as set forth Guidebook, Part 8, Section 8.
- 17. A control account is necessary with any Premiere 6 System so central office translations can be provided to activate the Intercom feature. An agreement must be reached between the customer(s) and the Company as to which customer will be designated as the control account. The customer of the control account is also responsible for handling order inquiries and maintenance problems with the Company.

/1/ Premiere 6, a Premiere Communications Systems Service was Grandfathered on February 16, 1987. For details on Frozen/Grandfathered services, See Part 2, Section 2.

/2/ Effective November 1, 2014, Premier 6 is no longer available to residence customers. (C)

**3. PREMIERE COMMUNICATIONS SYSTEMS SERVICE/PREMIERE 6<sup>/1, 2/</sup> (cont'd)**

(C)

**B. REGULATIONS (cont'd)**

18. Premiere basic and optional features are not compatible with existing Custom Calling Services, described in Guidebook, Part 7, Section 1.
19. The optional features Call Waiting and Busy Call Forwarding Delay Call Forwarding may not be provided on the same line for the Premiere 6 group.
20. Lines terminated in a Premiere 6 group only may not be equipped for hunting if Busy Call Forwarding/Delay Call Forwarding is provided.
21. Each customer is responsible for the Premiere basic features and optional line features on their individual access lines(s).
22. On and after February 16, 1987 the offering of Premiere 6 will only be furnished to the same customer on the same premises and supersedures, additions, partial removals or changes to existing Premiere 6 systems are prohibited.

/1/ Premiere 6, a Premiere Communications Systems Service was Grandfathered on February 16, 1987 – see B.22, preceding. For details on Frozen/Grandfathered services, See Part 2, Section 2.

/2/ Effective November 1, 2014, Premier 6 is no longer available to residence customers.

(C)



**3. PREMIERE COMMUNICATIONS SYSTEMS SERVICE/PREMIERE 6<sup>/1, 2/</sup> (cont'd)** (C)

**C. RATES AND CHARGES**

1. Premiere 6<sup>/1/</sup>

- a. The following charges apply when establishing Premiere at the same time or subsequent to the associated exchange individual access line(s).

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>	(C) (C)
Basic Features - per line	\$23.75	\$6.65	MVP	(C) (C)
Optional Line Features				
Premiere 6 Call Waiting - per line	5.70	3.32	MVPCW	(C)
Premiere 6 Call Forwarding - per line	5.70	3.32	MVPCF	(C)
Premiere 6 Busy Call Forwarding/Delay Call Forwarding - per line	5.70	3.32	MVPAA	(C)
Optional Group Features				
Premiere 6 Changeable Speed Calling - per Premiere 6 System	5.70	4.75	MVPCD	(C)
Premiere 6 Distinctive Ringing - per Premiere 6 System	5.70	4.75	MVPDR	(C)
Premiere 6 800 Service Access - per Premiere System	19.00	NO	MVP8S	(C)

/1/ Premiere 6, a Premiere Communications Systems Service was Grandfathered on February 16, 1987. See B.22, preceding. For details on Frozen/Grandfathered services, See Part 2, Section 2.

/2/ Effective November 1, 2014, Premier 6 is no longer available to residence customers. (C)

**3. PREMIERE COMMUNICATIONS SYSTEMS SERVICE/PREMIERE 6<sup>/1, 2/</sup> (cont'd)** (C)

**C. RATES AND CHARGES (cont'd)**

1. Premiere 6<sup>/1/</sup> (cont'd)

b. The following charges apply for changes in an established Premiere System.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>	(C)
Changes from a Commstar II to a Premiere 6 System or Commstar I single line service - per line	\$23.75	\$6.65	MVP	(C)
	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>	(C)
Addition of optional features <sup>/3/</sup> - per line	5.70	RR	NA	(C)
Change optional features <sup>/3/</sup> - per line	5.70	RR	NA	(C)

c. Miscellaneous change charge will apply, other than the service charges specified in C.1.b. preceding, in the following examples:

	<u>Nonrecurring Charge</u>	<u>USOC</u>
Remove Premiere lines from an existing system - per line	\$ 5.70	NWCP5
Changes to Premiere 6 Busy Call Forwarding/Delay Call Forwarding as specified by the customer - per line	5.70	NWCP5
Changes in the intercom designation code associated with Premiere 6 intercom - per line	5.70	NWCP5
Changes to remove and reestablish control account - per line	5.70	NWCP5

/1/ Premiere 6, a Premiere Communications Systems Service, was Grandfathered on February 16, 1987. See B.22, preceding. For details on Frozen/Grandfathered services, See Part 2, Section 2.

/2/ Effective November 1, 2014, Premiere 6 is no longer available to residence customers. (C)

/3/ Use same monthly rate and USOC as shown in C.2.a., Optional Line features, preceding. (C)

**3. PREMIERE COMMUNICATIONS SYSTEMS SERVICE/PREMIERE 6<sup>/1, 2/</sup> (cont'd)** (C)

**C. RATES AND CHARGES (cont'd)**

1. Premiere 6<sup>/1/</sup> (cont'd)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>	
d. Message Waiting Indicator <sup>/3/</sup>				(C)
- associated with Forwarded Call Information Service	RR	RR	EMW	
	<u>Nonrecurring Charge</u>			
e. Changes from a Premiere 6 System to a Commstar II - per existing line(s)	NO			

/1/ Premiere 6, a Premiere Communications Systems Service, was Grandfathered on February 16, 1987. See B.22, preceding. For details on Frozen/Grandfathered services, See Part 2, Section 2.

/2/ Effective November 1, 2014, Premiere 6 is no longer available to residence customers. (C)

/3/ Rates, charges and regulations apply as shown in Guidebook, Part 7, Section 3. (C)

**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE**

/2/(C)

Effective November 30, 2018, Customized Switched Metro Ethernet (CSME) Service will no longer be available for purchase by new or existing customers. The Company will no longer accept orders for adds, moves, changes or new term plans for CSME Service, and existing term plans may not be renewed, converted or extended. Following the expiration of a customer's existing CSME term agreement, service will be provided on a month-to-month basis at the applicable monthly extension rates until the service is discontinued.

(N)

(N)

**A. General Description**

/2/

1. Service Description

Customized Switched Ethernet (CSME) Service is an advanced service offering networking capabilities utilizing Optical Ethernet. CSME provides an integrated service offering consisting of fiber transport connected to an Ethernet device capable of switching and routing. Customers will connect to the service using a router, bridge or switch. CSME Service provides bandwidths of 10 Mbps, 100 Mbps or 1 Gbps.

CSME allows customers to connect multiple locations within a Metropolitan Area Network (MAN) as if they were segments on the same LAN.

CSME Service provides the customer the capability to connect to the Company's Ethernet network, where facilities exist, via one of the following standard network interfaces:

- 10/100 Mbps Base T
- 1 Gbps Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZX)<sup>/1/</sup>

CSME Service includes the transport from the customer's premises to the Ethernet network, a port on the Ethernet network and the bandwidth that will be used across the network.

CSME Service provides the ability to segregate customer traffic by the use of Ethernet Virtual Connections (EVC) at an additional charge.

Network Terminating Equipment (NTE) will be placed at the customer's premises as part of the CSME Service. The NTE functions as a switching and routing device

A detailed description of the rate elements and how they applied can be found in C. Rate Regulations, following.

Specifications for ordering CSME Service rate elements are identified in B.2. Ordering Specifications and Provisioning, following.

/1/ Includes allowances for overhead within the Company's Ethernet Network. If a customer orders 1 Gbps of bandwidth on a single port, the Company reserves the right to use up to 10% of bandwidth for traffic management.

/2/ Material formerly appeared in Part 6, Section 9, Sheet 79.

/2/

**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/1/(C)

**B. Service Provisioning**

## 1. Manner of Provisioning

- a. Provisioning of this service is subject to the availability and operational limitations of the Company's equipment and associated facilities. Where facilities and/or operating conditions are not available, Special Construction charges as set forth in Schedule Cal.P.U.C. No. 175-T, Section 15. may apply.
- b. Access into the Company's network must conform to industry standards and specifications as set forth in the Company's technical publication.
- c. The Company will provision up to and including the Network Terminating Equipment (NTE). The Company will place NTE at either a Multi-Tenant Unit (MTU) or Single Tenant Unit (STU). MTU NTEs are shared among multiple customers. The placement of the NTE shall be located in a manner consistent with federal and state regulatory requirements. This location will be at each customer's premises, unless specified otherwise and agreed to by the Company.
- d. NTEs installed by the Company on the customer's premises shall remain the property of the Company. The customer or user may not rearrange, disconnect, remove, attempt to repair, remote test or interface with any network equipment installed by the Company without prior written consent of the Company.
- e. The customer shall be responsible for obtaining permission for the Company's agents or employees to enter the customer's premises at a mutually agreed upon time for the purpose of installing, inspecting, repairing, or removing (upon termination of the service) the equipment of the Company.
- f. The operating characteristics of customer provided equipment (CPE) used in connection with CSME must not interfere with the Company's CSME network. CPE must not:
  - (1) Endanger the safety of the Company's employees or the public;
  - (2) Damage, harm, require change in or alteration of the equipment or other services of the Company; or
  - (3) Interfere with the proper operation of the Company's equipment.

/1/

/1/ Material formerly appeared in Part 6, Section 9, Sheet 80.

**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/1/(C)

**B. Service Provisioning (cont'd)**

## 1. Manner of Provisioning (cont'd)

- g. Upon notice from the Company that the CPE is causing, or is likely to cause, such hazard or interference, the customer shall take such steps as necessary to remove or prevent such hazard or interference.
- h. CSME Service supports full duplex communication.
- i. If a customer connects to the CSME network using a bridge or switch for Layer 2 connectivity, only 150 Media Access Control (MAC) addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed additional charges, with a limit of 200 MAC addresses total per port as set forth in E. Rates and Charges, following.
- j. Repeater technology may be used for customers requesting CSME service from a serving wire center not equipped to provide CSME service or if customers are outside the technical limits of an Ethernet equipped Central Office. A technical review will be necessary to determine if service can be provided. Only one repeater can be used on a connection between the Ethernet equipped Central Office and the customer premises. A repeater will incur additional charges as set forth in E. following.
- k. CSME Service may be available in a meet-point billing arrangement involving another Incumbent Local Exchange Carrier (ILEC) (sometimes also referred to as an Independent Company or ICO), where suitable facilities exist and where appropriate procedures for such arrangements have been put in place between the Company and the other ILEC. When the Company and another ILEC jointly provision CSME Service with the other ILEC's service, the ILEC involved shall bill the customer at that ILEC's applicable rates for their portion of the service located in their operating territory. Ordering and provisioning procedures may vary, and therefore Meet-Point rate elements and charges may not be applicable, when the other ILEC involved in the Meet-Point arrangement is an AT&T ILEC.
- l. A Letter of Authorization will need to be established if customers want to purchase a logical connection via an EVC to another provider (IXC, ISP or other) in order to ensure security and accuracy in the connection.

/1/

/1/ Material formerly appeared in Part 6, Section 9, Sheet 81.

**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/1/(C)

**B. Service Provisioning (cont'd)**

1. Manner of Provisioning (cont'd)

- m. A total of 8 Ethernet Virtual Connections (EVCs) may be configured per 10/100 Base T port should the customer wish to segregate traffic. A total of 64 EVCs may be configured per 1 Gbps port. Should the customer request more than 64 EVCs on 1 Gbps port, a technical review will need to be conducted to determine whether the network will support more than 64 EVCs.
- n. If the customer orders 10 Mbps or 100 Mbps bandwidth connection, the Company will only provision the service using the 10/100 Base T Connection.
- o. The Company will use controls to limit the amount of multicast and broadcast traffic to protect the CSME network against traffic storms. The maximum throughput of multicast traffic will be set at 1 Mbps per customer port, while the maximum throughput of broadcast traffic will be set at 200 packets per second per port. The Company recommends that customers enable controls for multicast, broadcast and unknown unicast traffic within the customer network(s).

/1/

/1/ Material formerly appeared in Part 6, Section 9, Sheet 81.1.

**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/2/(C)

**B. Service Provisioning (cont'd)**

2. Ordering Specifications and Provisioning

- a. The customer must order CSME Service via one of the following network interfaces as described in the following:

- (1) 10/100 Base T

10/100 Base T is an electrical handoff with a bandwidth limitation of 100 Mbps

- (2) 1 Gbps Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZX)<sup>/1/</sup>

1 Gbps is a fiber handoff with a bandwidth limitation of 1 Gbps<sup>/1/</sup>

- b. CSME standard features includes the usage, transport, port, and interface to the Ethernet network. In addition, the customer must select one of the following bandwidth usage:

- (1) 10 Mbps,
- (2) 100 Mbps or
- (3) 1 Gbps.

CSME also provides the customer with an option to purchase additional (subsequent) bandwidth. Subsequent bandwidth can be ordered either in 10 Mbps or 100 Mbps connection.

If the customer requests the ability to segregate traffic, Ethernet Virtual Connection (EVC) may be ordered at an additional charge. EVC is a logical point to point connection between two or more customer locations and goes from the customer demarcation point (Ethernet Interface) to the network out to another customer demarcation point. Additional EVCs may be ordered to establish additional virtual connections over the same physical connection. When EVCs are ordered, the customer must designate the amount of bandwidth assigned to each EVC.

/1/ Includes allowances for overhead within the Company's Ethernet Network. If a customer orders 1 Gbps of bandwidth on a single port, the Company reserves the right to use up to 10% of the bandwidth for traffic management.

/2/ Material formerly appeared in Part 6, Section 9, Sheet 82.

/2/



**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/1/(C)

**B. Service Provisioning (cont'd)**

3. Limitations

CSME is only available within the same Local Access Transport Areas (LATAs) and is subject to the availability and operational limitations of the Company's equipment and associated facilities.

Regulations, rates and charges specified herein are in addition to other regulations, rates and charges as set forth in Schedule Cal. P.U.C. No. 175-T.

Limitations of liability for OPT-E-MAN<sup>SM</sup> as set forth in Schedule Cal. P.U.C. No. 175-T, Section 2.1.2 and Guidebook, Part 2, Section 2 are applicable.

Where facilities, equipment and/or operating conditions are not available, Special Construction charges as set forth in Schedule Cal. P.U.C. No. 175-T, Section 15. are applicable.

The Company does not undertake to originate data, but offers the use of its service elements to customers for the purpose of transporting customer's originated data.

The responsibility of the Company shall be limited to furnishing the Ethernet network. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by CPE or for the quality of, or defects in, such transmission or the rejection of signal by CPE.

The Company will maintain and repair the service it furnishes and will provide the customer reasonable notification of service affecting activities that may occur in the normal operation of business.

Maintenance of service regulations and charges are set forth in Schedule Cal. P.U.C. No. 175-T, Section 13.3.1, Maintenance of Service, for customer reported trouble.

The Company may request additional customer information as may be required to permit the Company to maintain the CSME network and to ensure that the service arrangement is in compliance with the regulations contained in this section.

/1/

/1/ Material formerly appeared in Part 6, Section 9, Sheet 83.

**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/1/(C)

**B. Service Provisioning (cont'd)**

3. Limitations (cont'd)

The Company shall not be responsible for error correction. Error correction is the responsibility of the customer's CSME compatible CPE.

The Company shall not be responsible for installation, operating, maintaining, or adapting CSME to the technological requirements of any specific CPE.

The Company shall not be responsible to the customer or user if changes in any of the equipment, operations, or procedures of the Company used in provisioning of CSME render any facilities provided by the customer or user obsolete; or require modification or alteration of such equipment or system; or otherwise affect its use or performance, provided the Company has met all applicable information disclosure requirements otherwise required by law.

Ethernet Virtual Connections (EVCs) do not provide traffic prioritization.

Service Level Agreements (SLAs) are not offered with CSME Service, however, Credit Allowances are applicable as set forth in 5. following.

4. Technical Specifications

Technical specifications are set forth in the following technical reference:

Network Equipment Design Requirements (SBC TP-6200MP Issue 5, 10/03) Ethernet Standards for SBC Local Exchange Companies (SBC TP-76412 Issue 2, 12/1/03)

This technical reference can be obtained from:

APEX Support Team  
(734) 523-7348

/1/

/1/ Material formerly appeared in Part 6, Section 9, Sheet 84.

**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/1/(C)

**B. Service Provisioning (cont'd)**

5. Allowance for Service Interruptions

The Company will administer its network to ensure the provision of acceptable service levels to all users of the Company's CSME network. In case of an interruption of service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows. No credit shall be allowed for an interruption of less than 10 seconds. If an interruption of service is more than 10 seconds, the customer shall be credited at the rate 10/8640 of the monthly charges for the service for each period of 5 minutes, or major fraction thereof, that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates.

The Company will be excluded from providing a Credit Allowance should any of the following conditions occur:

- a. Force majeure events such as, but not limited to an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes. Loss or damage resulting from any cause beyond the Company's reasonable control such as acts of war, civil disturbances, acts of civil or military authorities or public enemy.
- b. Data loss during the Company's scheduled maintenance window.
- c. Failures attributed to facilities or equipment provided by customer or its contractors, equipment vendors, another local exchange carrier or inter-exchange carrier.

/1/

/1/ Material formerly appeared in Part 6, Section 9, Sheet 85.

**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/1/(C)

**C. Rate Regulations**

This section identifies each rate element and discusses the rate application governing the rates and charges that apply to CSME.

Specific rates and charges for CSME are set forth in D. Rates and Charges, following.

Jurisdictional reporting requirements are set forth in Schedule Cal.P.U.C. No. 175-T, Section 2.3.14 Jurisdictional Report Requirements.

**1. Rate Elements**

The following identifies the rate elements offered, where facilities exist, for CSME.

**a. Standard Features**

Standard Feature rate element is assessed per interface at bandwidth of 10 Mbps, 100 Mbps or 1 Gbps. The CSME standard feature rate element include the physical connection between the customer's demarcation and the core Ethernet network, and a port on the NTE.

**b. Ethernet Virtual Connection (EVC)**

EVC rate element is assessed in 1 Mbps increments ranging from 5 Mbps to 1 Gbps.

**c. Additional Media Access Control (MAC) Addresses**

MAC Addresses rate element is a data link layer protocol used for Layer 2 connectivity and is assessed per MAC address up to 150 per port at no additional charge. Should the customer require additional MAC addresses over the first 150, customers will be assessed an additional charge per block of 150–200 addresses with a limit of 200 MAC addresses per port as specified in E. Rates and Charges, following.

/1/

/1/ Material formerly appeared in Part 6, Section 9, Sheet 86.

**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/1/(C)

**C. Rate Regulations (cont'd)**

## 1. Rate Elements (cont'd)

The following identifies the rates elements offered, where facilities exist for CSME. (Cont'd)

## d. Service Order Change Charge

Service Order Change Charge is assessed for pending service order and is assessed per location:

- (1) Changes in physical and usage configurations, such as increases in bandwidth usage or changes in the type of connection ordered.
- (2) Ethernet Virtual Connection changes
- (3) Port Changes include upgrading a port from 10/100 Base T to a 1 Gbps port or increasing the limit on the number of MAC Addresses that can be used with a port.

## e. Service Order Cancellation

If the customer cancels service prior to installation being completed, a Service Order Cancellation Charge (per port, per location) will apply, in addition to any unpaid Special Construction charges that the Company has incurred.

## f. Service Order Expedite

Service Order Expedite Charge is assessed per location when customer requests service to be installed sooner than the Company/Customer agreed upon due date. Service can only be expedited if the Company can accommodate the request.

## g. Repeater

Repeater charge is assessed per location when customer requests CSME service from a serving wire center not equipped to provide CSME service and if the technical review indicates that service can be provided using a repeater from the customer's location to the Ethernet network.

## h. Miscellaneous Change Charge

Miscellaneous Change Charge is assessed per location when customer requests changes to their existing CSME service:

- (1) Changes in physical and usage configurations, such as increases in bandwidth usage or changes in the type of connection ordered.
- (2) Ethernet Virtual Connection changes
- (3) Port Changes include upgrading a port from 10/100 Base T to a 1 Gbps port or increasing the limit on the number of MAC Addresses that can be used with a port.

/1/

/1/ Material formerly appeared in Part 6, Section 9, Sheet 87.

4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)

/1/(C)

C. Rate Regulations (cont'd)

1. Rate Elements (cont'd)

i. Meet-Point Billing Options

Meet-Point is available in two configurations:

*Direct LEC Connection* is provisioned using a standard CSME Connection, plus Mileage. The mileage is measured in airline miles from the CSME switch location to the ILEC (ICO) meet-point location.

*GigE ICO Trunking Arrangement* applies an ICO Trunk Connection Charge between the CSME switch location and the ICO meet-point location that is shared with the ILEC (ICO) Ethernet switch. The ICO Trunk Connection Charge is applied to each customer Ethernet Virtual Connection (EVC) that is transported on the GigE trunk backbone to the ICO meet-point. The ICO Trunk Mileage charge is applicable to each customer Ethernet Virtual Connection (EVC) transported across the GigE trunk when mileage exceeds 10 miles. Mileage is calculated from the CSME switch location to the ICO meet-point location.

/1/

/1/ Material formerly appeared in Part 6, Section 9, Sheet 87.1.

**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/2/(C)

**C. Rate Regulations (cont'd)**

2. Term Pricing Plan (TPP)

a. General

CSME Term Pricing Plan (TPP) provides the customer with rate stabilization and discounted rates. The CSME TPP provides for three (3) and five (5)<sup>/1/</sup> year terms. Monthly extension will only be offered when a term contract has expired and the customer has not yet signed another term contract.

CSME TPP monthly rates will be exempt from Company initiated rate increases throughout the selected service period. Should the Company increase its rates during the CSME TPP service period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under the CSME TPP.

Decreases in CSME TPP monthly recurring rates will be passed on to customers who participate in a CSME TPP.

b. Renewal of Term Pricing Plan

At the end of a Term Pricing Plan, the customer may renew with a written notice of intent to renew no later than 90 days prior to its expiration, for any TPP in effect without incurring new nonrecurring charges.

If the customer elects not to renew the TPP or does not notify the Company of its intent to renew the TPP, the service will automatically be billed under the Monthly Extension rates in effect at the time the TPP expires until the customer cancels or renews the service with a new TPP term. Subsequently, customers under the Monthly Extension rates may convert their existing service to either a three (3) or five (5)<sup>/1/</sup> year TPP. The customer will not be assessed any associated non-recurring charges as long as the physical serving arrangement does not change.

Monthly Extensions are not available to new service.

/1/ As of November 15, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers.

/2/ Material formerly appeared in Part 6, Section 9, Sheet 88.

/2/

**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/1/(C)

**C. Rate Regulations (cont'd)**

2. Term Pricing Plan (TPP) (cont'd)

c. Change of Term Pricing Plan

At any time, a customer may change an existing TPP to a new TPP only when the new TPP payment period is longer than the remaining period currently in effect, without any Termination Liability Charges or nonrecurring charges applying as long as all other aspects of the service and facilities remain unchanged. The new TPP begins on the service order completion date and is treated as a new TPP period.

d. Service Available Under CSME TPP

A customer may elect to participate in the CSME TPP for the CSME Standard Features and Repeater rate elements only.

e. Terms and Conditions

Customers must specify the length of the service period at the time the CSME is established.

Customers may move their existing service to a new location without incurring termination charges provided all of the following conditions are met:

- (1) The customer maintains the existing TPP at the new location or establishes a new TPP equal to or greater than at the old location;
- (2) During the Term Payment Plan, a customer may move CSME location to another premises in the same LATA and keep the Term Plan in force without assessment of Early Termination Liability, provided no lapse in billing occurs;
- (3) The customer's request for disconnect at the existing location and the request for service at the new location are received at the same time;

/1/

/1/ Material formerly appeared in Part 6, Section 9, Sheet 89.



**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/1/(C)

**C. Rate Regulations (cont'd)**

2. Term Pricing Plan (TPP) (cont'd)

e. Terms and Conditions (cont'd)

Customers may move their existing service to a new location without incurring termination charges provided all of the following conditions are met: (cont'd)

- (4) The customer's disconnect order for the existing service references the new connect order for the new service;
- (5) Moves of one location to a premise in a different serving office may result in a change in the monthly charges. Nonrecurring charges, as appropriate, are applicable as set forth in Section D. Rates and Charges, following;
- (6) If the customer moves more than one location of the service concurrently the customer will be liable for Termination Liability charges as this is considered a complete disconnect of the service.

Customers will be allowed to upgrade from CSME to OPT-E-MAN® Service without incurring termination charges provided all of the following conditions are met:

- (a) Customers must request a disconnect order for the existing CSME locations and request a new connect order for OPT-E-MAN® at the same location. (C)
- (b) The term of the new OPT-E-MAN® Service TPP must be equal to or greater than the remaining term on the existing CSME TPP. (C)
- (c) The existing CSME service must be in service for a minimum of fifteen (15) months for a three (3) year TPP or eighteen (18) months for a five (5) year TPP. (C)
- (d) Upgrade to OPT-E-MAN® is subject to the availability of fiber from premise to premise and the availability of OPT-E-MAN® Service. Where facilities and/or operating conditions are not available, Special Construction charges as set forth in Schedule Cal.P.U.C. No. 175-T, Section 15. may apply. (C)
- (e) Customer's network configuration must be remain the same. The number of OPT-E-MAN® locations must be equal to or greater than the current number of CSME locations. (C)
- (f) A minimum of 50% of the bandwidth connection for each individual connection must ordered and maintained for OPT-E-MAN®. Example: (C)

Customer has a 1 Gbps CSME bandwidth connection, customer is required to purchase a minimum 500 Mbps OPT-E-MAN® bandwidth connection.

/1/

/1/ Material formerly appeared in Part 6, Section 9, Sheet 90.

**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/1/(C)

**C. Rate Regulations (cont'd)**

2. Term Pricing Plan (TPP) (cont'd)

f. Termination Charges

In addition to any special construction liabilities, as set forth in Schedule Cal.P.U.C. 175-T, Section 15, customer termination liability for cancellation of CSME TPP shall be equal to:

- (1) Any unpaid Special Construction or nonrecurring charges (excluding any waived charges); plus
- (2) Fifty percent (50%) of all recurring charges for the remaining months of the customer's term which the customer agrees to pay within 30 days.
- (3) The termination charge is calculated as follows:

(Monthly Recurring Rate) x (Months remaining in TPP term) x (Termination Billing Period Percentage)

Example: A customer with a \$1,800.00 monthly rate terminates service with 10 months remaining in a 3 year TPP term.

The termination liability charges would be calculated as follows:  
 $(\$1,800.00) \times (10) \times (.50) = \$9,000.00$

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/1/ Material formerly appeared in Part 6, Section 9, Sheet 91.

4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)

/1/(C)

C. Rate Regulations (cont'd)

2. Term Pricing Plan (TPP) (cont'd)

f. Termination Charges (cont'd)

Migration to AT&T Switched Ethernet Service<sup>SM</sup>

Customers subscribing to CSME Service may migrate to AT&T Switched Ethernet Service provided by the Company without incurring termination liability, subject to the following conditions:

- The new AT&T Switched Ethernet Service and the existing CSME Service must be billed to the same customer of record at the same customer locations.
- The customer's existing service must have been in place for at least 12 months.
- The minimum term for the new service must be at least 12 months and must be equal to or greater than the number of months remaining in the customer's existing Term Payment Plan (TPP) term.
- The speed (capacity/bandwidth) of the new service must be equal to or greater than that of the existing service.
- The customer must issue a disconnect order for the replaced CSME Service to be effective within 90 days after the AT&T Switched Ethernet Service installation date. The disconnect and new orders must be coordinated through the Company.
- If overlapping service is required, the period will be limited to not more than 90 days and billing will apply to both services during the time both services are available.

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<sup>SM</sup> AT&T Switched Ethernet Service is a service mark of AT&T Intellectual Property.

/1/

/1/ Material formerly appeared in Part 6, Section 9, Sheet 91.1.

4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)

/3/(C)

D. Current Rates and Charges

	<u>Nonrecurring Charges</u>	<u>36 Months</u>	<u>60<sup>/2/</sup> Months</u>	<u>Monthly Extension</u>
Standard Features - per location				
10 Mbps Connection	\$1,600.00	\$1,170.00	\$1,100.00	\$1,550.00
Subsequent 10Mbps Connection <sup>/1/</sup>	1,150.00	950.00	800.00	1,200.00
100 Mbps Connection	1,925.00	1,665.00	1,600.00	2,500.00
Subsequent 100Mbps Connection <sup>/1/</sup>	1,200.00	1,200.00	1,025.00	1,560.00
1 Gbps	2,500.00	3,220.00	3,080.00	3,900.00
		<u>Nonrecurring Charges</u>	<u>Monthly Charges</u>	
Ethernet Virtual Connection (EVC) - per connection		\$70.00	\$25.00	

/1/ Any subsequent 10 Mbps or 100 Mbps Connections must be terminate at the same locations as the original 10 Mbps or 100 Mbps Connections.

/2/ As of November 15, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers.

/3/ Material formerly appeared in Part 6, Section 9, Sheet 92.

/3/

4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)

/2/(C)

D. Current Rates and Charges (cont'd)

	<u>Nonrecurring Charges</u>	<u>Monthly Charges</u>		
Additional MAC Addresses - 151-200	\$70.00	\$5.00		
Service Order Change Charge	75.00	NA		
Miscellaneous Change Charge	100.00	NA		
Service Order Cancellation Charge	200.00	NA		
Order Expedite	300.00	NA		
	<u>Nonrecurring Charges</u>	<u>36 Months</u>	<u>60<sup>/1/</sup> Months</u>	<u>Monthly Extension</u>
Repeater	\$250.00	\$400.00	\$375.00	\$475.00

/1/ As of November 15, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers.

/2/ Material formerly appeared in Part 6, Section 9, Sheet 93.

/2/

4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)

/3/(C)

D. Current Rates and Charges (cont'd)

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>		
Meet-Point Billing Options				
- Direct LEC Connection, Mileage				
Above 0 and inclusive of 10 miles	\$1,200.00	\$500.00		
Above 10 and inclusive of 25 miles	1,200.00	1,000.00		
Above 25 and inclusive of 35 miles	1,200.00	1,500.00		
Above 35 and inclusive of 50 miles	1,200.00	2,500.00		
	<u>Nonrecurring Charge<sup>/1/</sup></u>	<u>36 Months</u>	<u>60<sup>/2/</sup> Months</u>	<u>Monthly Extension</u>
- GigE ICO Trunking Arrangement				
ICO Trunk Connection Charge, per EVC				
10 Mbps	\$525.00	\$420.00	\$360.00	\$660.00
100 Mbps	800.00	840.00	720.00	1,290.00
1 Gbps	1,100.00	4,830.00	4,100.00	7,360.00

/1/ Nonrecurring charges will be waived for those customers selecting the 36 or 60<sup>/2/</sup> month Term Pricing Plan (TPP) period for new service.

/2/ As of November 15, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers.

/3/ Material formerly appeared in Part 6, Section 9, Sheet 94.

/3/

**4. CUSTOMIZED SWITCHED METRO ETHERNET (CSME) SERVICE (cont'd)**

/1/(C)

**D. Current Rates and Charges (cont'd)**

	<u>Monthly Charge</u>
Meet-Point Billing Options (cont'd)	
- GigE ICO Trunking Arrangement (cont'd)	
ICO Trunk Mileage, per EVC	
Above 0 and inclusive of 10 miles	N/A
Above 10 and inclusive of 25 miles	
10 Mbps	\$170.00
100 Mbps	375.00
1 Gbps	1,500.00
Above 25 and inclusive of 35 miles	
10 Mbps	270.00
100 Mbps	675.00
1 Gbps	1,750.00
Above 35 and inclusive of 50 miles	
10 Mbps	410.00
100 Mbps	1,100.00
1 Gbps	2,000.00

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/1/ Material formerly appeared in Part 6, Section 9, Sheet 94.1.

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**ACCESS ADVANTAGE PLUS**

Access Advantage Plus Service will no longer be available to new customers (no current contract or service) on or after November 1, 2016. Customers having this service or who have placed orders which were accepted by the Company prior to this date, may continue such service from their present location, subject to the following conditions: new requests for physical changes to Access Advantage Plus Service, including moves to different service addresses, will not be provisioned.

**A. BASIC DESCRIPTION**

Access Advantage Plus is a channelized (1.544 Mbps) high capacity service that delivers up to 24 channels of DS0 level data/and or exchange voice connecting service. The service is provided as point to point from the Digital Cross Connect (DCS) equipped serving central office to the customer premises. Access Advantage Plus is only offered to a customer designated premises; it is not offered to a carrier point of presence (POP).

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1. The following voice services are available with Access Advantage Plus:
  - a. Access Advantage Plus Individual/Multi-Line Business Service as set forth in Guidebook, Part 6, Section 7.
  - b. Access Advantage Plus Private Branch Exchange (PBX) as set forth in Guidebook, Part 6, Section 7.
  - c. Access Advantage Plus Direct-In-Dialing (DID) as set forth in Guidebook, Part 6, Section 7.
  - d. Access Advantage Plus Centrex Service as set forth in Guidebook, Part 6, Section 7 except for the Centrex Services listed below which are not available:
    - Airport Intercommunicating Service (AIS)
    - Call Center Manager (CCM)
    - CenPath
    - Centrex Management Service (CMS/CCRS)
    - Dormitory Service
    - DMS-100 Attendant Consoles
    - Electronic Business Sets (EBS)
    - Message Waiting Lamp Indication
    - ISDN
      - Centrex IS
      - Basic Rate ISDN
      - Primary Rate ISDN

(D)

**ACCESS ADVANTAGE PLUS (cont'd)**

**A. BASIC DESCRIPTION (cont'd)**

2. The following data services can be accessed by Access Advantage Plus:
  - a. Advanced Digital Network (ADN) as set forth in Schedule Cal.P.U.C. No. 175-T, Section 7.2.8; at rates specified in 175-T, Section 7.5.3.
  - b. Voice Grade Service (VG) as set forth in Schedule Cal. P.U.C. No. 175-T, Section 7.5.3 (VG 32,33,& 36).

**B. DEFINITIONS**

Definitions in this section are in addition to definitions set forth in Guidebook, Part 2, Rule No. 1 and FCC 1, Section 33.

1. Channelized - Denotes the multiplexing of the 1.544 Mbps facility into 24 voice grade channels for connection to other services.
2. Access Advantage Plus Transport - Denotes the channelized 1.544 Mbps facility between a customer premises and the serving office for that location.

(C)



**ACCESS ADVANTAGE PLUS (cont'd)**

/1/(C)

**C. GENERAL REGULATIONS**

1. The rules and regulations in this section are in addition to rules and regulations set forth in California Guidebook Part 2, Section 2 and Schedule CAL.P.U.C. NO. 175-T.
  - a. Customer provided equipment must be compatible with Access Advantage Plus as specified in Technical Publication Publ 0780059-PB/NB. It shall be the responsibility of the customer to ensure the compatibility of customer-provided equipment or systems that are used in conjunction with this service, and the operating characteristics of such equipment or systems shall not interfere with any services offered by the Company.
  - b. When the customer's serving wire center is not equipped with Digital Cross Connect (DCS) and/or the Frame Relay switch is not located in the wire center that serves the customer location, the Company will route the traffic from the serving wire center to the nearest wire center where the digital cross connect and/or Frame Relay switch is located.
  - c. Digital Cross Connects are available at Company locations identified in the National Exchange Carrier Association Inc. Tariff FCC No. 4.
  - d. The customer of record for Access Advantage Plus must be the customer of record for the services offered with Access Advantage Plus. Joint use as described in California Guidebook Part 4, Section 5 does not apply.
  - e. Acceptance Testing (ACAT) as set forth in Schedule Cal.P.U.C. No. 175-T, Section 7.1.8,(A) and (B) in addition to the testing services and rates as set forth in Schedule Cal.P.U.C. No. 175-T, Section 13.3.5 are applicable to Access Advantage Plus.
  - f. If the Company has reason to believe that permitting the commencement or continuation of Access Advantage Plus in this tariff schedule is adversely affecting or would adversely affect the Company's ability to provide, complete or maintain the level of or quality of its other services to its customers, the Company may refuse to provide or may discontinue providing such service.

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/1/ Material formerly appeared in Part 6, Section 7, Sheet 12.

**ACCESS ADVANTAGE PLUS (cont'd)**

/1/(C)

**C. GENERAL REGULATIONS (cont'd)**

1. The rules and regulations in this section are in addition to rules and regulations set forth in California Guidebook Part 2, Section 2 and Schedule Cal.P.U.C. No. 175-T. (cont'd)
  - g. The customer has exclusive responsibility and control over the content, quality and characteristics of services such as data transmittal, graphics or conversations conducted over the customer's equipment. The Company assumes no liability for the quality, defects in, or content of those services. The customer shall exclude from its services any matter, the dissemination of which is prohibited by law, or by rules, regulations or order of any governmental agency.
  - h. Listing Regulations as set forth in Guidebook, Part 12, Section 1 are applicable to the voice services specified with Access Advantage Plus.
  - i. Limitations of liability for Access Advantage Plus are subject to the regulations specified in Guidebook Part 2, Section 2.
2. Availability
  - a. Access Advantage Plus is only available where facilities and operating conditions permit as determined by the Company. Where facilities and/or operating conditions do not permit, Special Construction as set forth in Schedule 175-T, Section 15 shall apply.
  - b. Provisioning of any service that connects to Access Advantage Plus is subject to the availability and operational limitations of the facilities.
  - c. Access Advantage Plus and connecting services are only offered to the Company's end user customer.

/1/

/2/ Material formerly appeared in Part 6, Section 7, Sheets 13 and 14.

**ACCESS ADVANTAGE PLUS (cont'd)**

/2/(C)

**C. GENERAL REGULATIONS (cont'd)**

3. Rate Regulations

Access Advantage Plus may be ordered on a month-to-month basis or under the Term Pricing Plan (TPP). The TPP provides the customer the option of choosing either a one-, two-<sup>/1/</sup> or three-year<sup>/1/</sup> service period.

a. Term Pricing Plan (TPP)

1. For customers that subscribe to a 1, 2<sup>/1/</sup> or 3<sup>/1/</sup>-year Term Pricing Plan, the monthly rates in effect at the time the service is installed will not increase during the payment plan period.
2. Any decrease in TPP monthly recurring rates will be passed on to customers who participate in an applicable TPP.
3. Non-recurring charges on voice and data services as set forth in F., that connect to a 3-year TPP Access Advantage Plus will be waived. These charges will be waived if service is installed anytime within the 3-year TPP.
4. Non-recurring charges associated with the Hunting feature will be waived on Access Advantage Plus 3-year Term Pricing Plan. These charges will be waived when service is installed anytime within the 3-year TPP.

b. Termination Liability

For Term Pricing Plans (e.g., 1, 2<sup>/1/</sup>, and 3<sup>/1/</sup>-year plans) discontinued prior to the end of their Payment Plan period, a Termination Liability Charge will apply as follows:

In addition to any unpaid special construction or non-recurring charges (excluding waived charges), customer's termination liability for cancellation of any Access Advantage Plus service agreement shall be equal to fifty percent (50%) of all recurring charges for the same remaining months of the customer's term.

/1/ Effective October 11, 2013, customers may not establish new term plans greater than 1 year for Access Advantage Plus service, and existing term plans may not be renewed or extended for a term greater than 1 year.

/2/ Material formerly appeared in Part 6 Section 7, Sheet 15.

/2/

**ACCESS ADVANTAGE PLUS (cont'd)**

/2/(C)

**C. GENERAL REGULATIONS (cont'd)**

## 3. Rate Regulations (cont'd)

c. Renewal for Term Pricing Plan<sup>/1/</sup>

At the end of the service period, the customer's service will be billed under the month-to-month rates in effect at the time the service period expires unless the customer negotiates a new TPP service period or terminates service.

d. Change of the 1, 2<sup>/1/</sup>, or 3-Year<sup>/1/</sup> Term Pricing Plan

1. Customers may change to a shorter TPP by paying the associated Termination Liability Charges with the original TPP. The rates that will apply will be the current rates in effect for the TPP ordered. However, no new nonrecurring charges will apply.
2. If a customer requests an existing TPP to be converted to a month-to-month basis at any time prior to the expiration of the service period, termination charges will apply.

**D. TECHNICAL SPECIFICATIONS**

Technical specifications for Access Advantage Plus are set forth in Technical Reference Pub L0780059-PB/NB, Access Advantage Plus will use Bipolar with B8Zero Substitution Line Coding (B8ZS) and Extended Superframe Format (ESF).

/1/ Effective October 11, 2013, customers may not establish new term plans greater than 1 year for Access Advantage Plus service, and existing term plans may not be renewed or extended for a term greater than 1 year.

/2/ Material formerly appeared in Part 6, Section 7, Sheets 16 and 17.

/2/

**ACCESS ADVANTAGE PLUS (cont'd)**

/2/

**E. SERVICES OFFERED AND DESCRIPTIONS**

(C)

## 1. Access Advantage Plus Individual/Multi-Line Business Service

Access Advantage Plus Individual/Multi-Line Business Line Service is a business measured service either single or multi-line which interconnect to the Access Advantage Plus Transport which terminates on the CPE at the customer premise and can only be purchased with Access Advantage Plus.

- a. Access Advantage Plus Individual/Multi-line Business Service are subject to the rules and regulations set forth in Guidebook, Parts 2 and 4.
- b. The features available with this service are set forth in California Guidebook, Part 4, Section 2, Part 7, Section 2, and Part 20, Section 7.
- c. Non-recurring charges for installation of Access Advantage Plus Individual/Multi-Line Business Service for Access Advantage Plus 3 year<sup>/1/</sup> TPP Plan are waived. These charges will be waived when service is installed during anytime within the 3 year<sup>/1/</sup> TPP.
- d. Non-recurring charges associated with installation of the Hunting feature on Access Advantage Plus Individual/Multi-Line Business for Access Advantage Plus 3 year<sup>/1/</sup> TPP Plan will be waived. These charges will be waived when service is installed during anytime within the 3 year<sup>/1/</sup> TPP.

/1/ Effective October 11, 2013, customers may not establish new term plans greater than 1 year for Access Advantage Plus service, and existing term plans may not be renewed or extended for a term greater than 1 year.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 18.

/2/

**ACCESS ADVANTAGE PLUS (cont'd)**

/2/(C)

**E. SERVICES OFFERED AND DESCRIPTIONS (cont'd)**

(C)

2. Access Advantage Plus Private Branch Exchange Trunk Line Service

Access Advantage Plus Private Branch Exchange Trunk Line Service is a PBX trunk that interconnects to the Access Advantage Plus transport which terminates on the CPE at the customer premise and can only be purchased with Access Advantage Plus.

- a. Access Advantage Plus PBX service is subject to the rules and regulations as set forth in Guidebook, Part 2, Section 2, and Part 4, Section 1 at rates specified in Guidebook, Part 6, Section 7.
- b. The features available with this service are set forth in Guidebook, Part 4, Section 1; at rates specified in Guidebook, Part 4, Section 2.
- c. Non-recurring charges for installation of Access Advantage Plus PBX Trunk Line Service for Access Advantage Plus 3 year<sup>/1/</sup> TPP Plan are waived. These charges will be waived when service is installed anytime within the 3 year<sup>/1/</sup> TPP.
- d. Non-recurring charges associated with the installation of the Hunting feature on Access Advantage Plus PBX Trunk Line Service for Access Advantage Plus 3 year<sup>/1/</sup> TPP Plan will be waived. These charges will be waived when service is installed anytime within the 3 year<sup>/1/</sup> TPP.

/1/ Effective October 11, 2013, customers may not establish new term plans greater than 1 year for Access Advantage Plus service, and existing term plans may not be renewed or extended for a term greater than 1 year.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 19.

/2/

**ACCESS ADVANTAGE PLUS (cont'd)**

/2/(C)

**E. SERVICES OFFERED AND DESCRIPTIONS (cont'd)**

(C)

3. Access Advantage Plus Direct-In-Dialing (DID)

Access Advantage Plus Direct-In-Dialing will be available only to Access Advantage Plus PBX trunks which interconnect to the Access Advantage Plus Transport.

- a. Access Advantage Plus DID is subject to the rules and regulation as set forth in Guidebook, Part 2, Section 2, and Part 4, Section 1; at rates specified in Guidebook Part 6, Section 7.
- b. The features available with this service are set forth in Guidebook Part 4 Section 2; at rates specified in Guidebook, Part 6, Section 1.
- c. Non-recurring charges for installation of Access Advantage Plus DID for Access Advantage Plus 3 year<sup>/1/</sup> TPP Plan is waived. These charges will be waived when service is installed anytime within the 3 year<sup>/1/</sup> TPP.
- d. Non-recurring charges associated with the installation of the Hunting feature on Access Advantage Plus DID service for Access Advantage Plus 3 year<sup>/1/</sup> TPP Plan will be waived when service is installed anytime within the 3 year<sup>/1/</sup> TPP.

/1/ Effective October 11, 2013, customers may not establish new term plans greater than 1 year for Access Advantage Plus service, and existing term plans may not be renewed or extended for a term greater than 1 year.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 20.

/2/

**ACCESS ADVANTAGE PLUS (cont'd)**

/2/(C)

**E. SERVICES OFFERED AND DESCRIPTIONS (cont'd)**

(C)

4. Access Advantage Plus Centrex

Access Advantage Plus Centrex interconnects to the Access Advantage Plus Transport which terminates on the CPE at the customer premise and can only be purchased with Access Advantage Plus.

a. Access Advantage Plus Centrex is subject to the rules and regulations as set forth in Guidebook, Part 2, Section 2, and Part 5, Section 1 and rates specified in Guidebook, Part 6, Section 7.

b. The features available with Access Advantage Plus Centrex are set forth in Guidebook, Part 5, Section 1, except for the following Centrex features which are not available:

- Airport Intercommunication Service (AIS)
- Call Center Manager (CCM)
- Centrex Management Service (CMS/CCRS)
- Dormitory Service
- DMS-100 Attendant Consoles
- Electronic Business Sets (EBS)
- Message Waiting Lamp Indication
- ISDN
  - Centrex IS
  - Basic Rate ISDN
  - Primary Rate ISDN

c. Alternate Serving Office Arrangement is not available with Access Advantage Plus.

d. Non-recurring charges for installation of Access Advantage Plus Centrex service for Access Advantage Plus 3 year<sup>/1/</sup> TPP Plan are waived. These charges will be waived when service is installed anytime within the 3 year<sup>/1/</sup> TPP.

e. Non-recurring charges associated with installation of the Hunting feature on Access Advantage Plus Centrex service for Access Advantage Plus 3 year<sup>/1/</sup> TPP Plan will be waived. These charges will be waived when service is installed anytime within the 3 year<sup>/1/</sup> TPP.

/1/ Effective October 11, 2013, customers may not establish new term plans greater than 1 year for Access Advantage Plus service, and existing term plans may not be renewed or extended for a term greater than 1 year.

/2/ Material formerly appeared in Part 6, Section 7, Sheets 21 and 22.

/2/



**ACCESS ADVANTAGE PLUS (cont'd)****E. SERVICES OFFERED AND DESCRIPTIONS (cont'd)**

5. The following data services can be accessed by Access Advantage Plus:
  - a. Advanced Digital Network (ADN) as set forth in Schedule Cal.P.U.C. No 175-T, Section 7.2.8; at rates specified in 175-T, Section 7.5.3.
  - b. Voice Grade Service (VG) as set forth in Schedule Cal.P.U.C. No. 175-T, Section 7.5.3 (VG 32, 33,& 36).

**F. ORDERING OPTIONS**

## 1. General

This section sets forth the regulations and order related charges for Access Advantage Plus orders.

These charges are in addition to other applicable charges as set forth in other sections of this Guidebook. Access Advantage Plus allows specific data and exchange voice services to be connected at DS0 levels to a channelized (1.544 Mbps) high capacity facility. (C)

- a. The customer shall provide all information necessary for the Company to provide and bill for the requested service. In addition to the order information required, the customer must also provide:
  - Customer name and premises address(es).
  - Billing name and address (when different from customer name and address).
  - Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
- b. Customers purchasing Access Advantage Plus and the connecting services must be customers purchasing the service for their own use.
- c. Access Advantage Plus must be ordered with B8ZS and ESF signaling capabilities.

**ACCESS ADVANTAGE PLUS (cont'd)**

/1/(C)

**F. ORDERING OPTIONS (cont'd)**

2. Service Date Change Charge

Access Advantage Plus order dates for the installation of new services or migration of existing services may be changed, but the new service date may not exceed the original service 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. If the customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company and reissued with the appropriate cancellation charges applied.

If the service date is changed to an earlier date, and the Company determines additional labor or extraordinary costs are necessary to meet the earlier service date requested by the customer, the customer will be notified by the Company that Expedited Order Charges as set forth in 3.a. apply. Such charges will apply in addition to the Service Date Change Charge.

If the Company determines it can accommodate the customer's request without delaying service dates for orders of other customers, a new service date may be established that is prior to the original standard or negotiated interval service date.

A Service Date change Charge will apply on a per order, per occurrence basis for each service date changed as specified in Schedule Cal.P.U.C. No. 175-T, Section 5.2.2.

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/1/ Material formerly appeared in Part 6, Section 7, Sheet 25.

**ACCESS ADVANTAGE PLUS (cont'd)**

/1/(C)

**F. ORDERING OPTIONS (cont'd)**

3. Order Modifications

a. Expedited Order Charge

When placing an Access Advantage Plus order, the customer may request an expedited service date. A customer may also request an earlier service date on a pending Access Advantage Plus order. If the Company determines that service can be provided to meet the requested service date and that additional labor cost or extraordinary costs are required the customer will be notified and will be provided with an estimate of the additional charges involved. Such additional charges will be determined and billed to the customer as follows:

To calculate the additional labor charges, the Company will, upon authorization from the customer to incur the additional labor charges and to bill the customer for such charges, keep track of the additional labor hours used to meet the request of the customer and will bill the customer at the applicable Additional Labor charges as set forth in Schedule Cal.P.U.C. No. 175-T, Section 13.2.6.

To develop, determine and bill the customer the extraordinary costs which may be involved, the special construction terms and conditions as set forth in Schedule Cal.P.U.C. No. 175-T, Section 15 will be used by the Company. Authorization to incur the costs and to bill the customer will be in accordance with the terms and conditions of Schedule Cal.P.U.C. No. 175-T, Section 15.

When the request for expediting occurs subsequent to the issuance of the Access Advantage Plus order, a Service Date Change Charge as set forth in 2. preceding also applies.

Any Expedited Order Charges in excess of 10% over the estimate of the additional charges shall not be billed.

b. Cancellation of an Access Advantage Plus Order

(1) A customer may cancel an Access Advantage Plus order for the installation of service on any date prior to the service date. The cancellation date is the date the Company received written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. If a customer is unable to accept Access Advantage Plus within 30 calendar days of the original service date, the customer has the choice of the following options:

- The Access Advantage Plus order shall be cancelled and charges set forth in 3.b.(2) following will apply; or
- Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Access Advantage Plus order.

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/1/ Material formerly appeared in Part 6, Section 7, Sheet 26.

**ACCESS ADVANTAGE PLUS (cont'd)**

/1/(C)

**F. ORDERING OPTIONS (cont'd)**

3. Order Modifications (cont'd)

b. Cancellation of an Access Advantage Plus Order (cont'd)

(2) When a customer cancels an Access Advantage Plus order for the installation of service, a Cancellation Charge will apply as follows:

- (a) Installation is considered to have started when the Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
- (b) Where the customer cancels an Access Advantage Plus order prior to the start of installation of Access Advantage Plus facilities, no charges shall apply.
- (c) Where installation of Access Advantage Plus facilities has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.
  - (i) The charge for the minimum period of Access Advantage Plus ordered by the customer (Recurring and Nonrecurring charges).
  - (ii) A charge equal to the costs incurred in such installation, less estimated net salvage. Such charge will include the non-recoverable cost of equipment and material ordered, provided or used, plus the non-recoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs.
- (d) In no event will cancellation charges be applied until the customer is notified of such charges. Cancellation charges as set forth in 3.b.(2) are determined from the last critical date completed. Such dates are provided to the customer on the firm order confirmation at the time the order is placed.
- (e) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- (f) If the Company misses a service date by more than 30 days due to circumstances over which it has direct control (excluding e.g., acts of God, government requirements, work stoppages and civil commotions), the customer may cancel the Access Advantage Plus order without incurring cancellation charges.

/1/

/1/ Material formerly appeared in Part 6, Section 7, Sheet 27.

**ACCESS ADVANTAGE PLUS (cont'd)**

/3/(C)

**G. RATES AND CHARGES**

1. ACCESS ADVANTAGE PLUS TRANSPORT

	<u>Nonrecurring Charges</u>	<u>Monthly Rates</u>	<u>USOC</u>
Access Advantage Plus Transport	\$2,500.00	\$525.00	TMEAA
<u>Term Pricing Plan</u>			
1 Year Rate Term Pricing Plan	1,000.00	500.00	FPAF1
2 Year Rate Term Pricing Plan <sup>/2/</sup>	500.00	425.00	FPAF2
3 Year Rate Term Pricing Plan <sup>/2/</sup>	None	350.00	FPAF3

2. NONRECURRING CHARGES

Access Advantage Plus Individual Line Business Service	\$40.00 <sup>/1/</sup>	None	1AS
Access Advantage Plus Multi-line Business Service	40.00 <sup>/1/</sup>	None	1MA
Access Advantage Plus PBX Trunks			
- manual or combination trunk line	40.00 <sup>/1/</sup>	None	TMM
- out only trunk line	40.00 <sup>/1/</sup>	None	TMR
- in only trunk line	40.00 <sup>/1/</sup>	None	TMX
Access Advantage Plus DID Trunks	40.00 <sup>/1/</sup>	None	TMC
Access Advantage Plus Centrex			
- station line	40.00 <sup>/1/</sup>	None	RXG
- extension line	40.00 <sup>/1/</sup>	None	RXQ

3. MONTHLY CHARGES

a. Access Advantage Plus Centrex			
- station line	None	\$8.55	RXG
- extension line	None	8.55	RXQ

/1/ Non-recurring charges for the connecting voice services will be waived at anytime while the customer is on a 3 year Term Pricing Plan for the Access Advantage Plus Transport.

/2/ Effective October 11, 2013, customers may not establish new term plans greater than 1 year for Access Advantage Plus service, and existing term plans may not be renewed or extended for a term greater than 1 year.

/3/ Material formerly appeared in Part 6, Section 7, Sheet 28.

/3/

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service

Access Advantage Plus is available in the exchanges listed below:

Exchange		Monthly Rate		
		Business Service 1AS/1MA	PBX TMM/TMR/TMX	DID TMC
- Agoura <sup>/1/</sup>	Extd.	\$5.68	\$5.68	\$7.97
- Alhambra <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Alleghany	Extd.	5.68	5.68	7.97
- Alta	Extd.	5.68	5.68	7.97
- Anaheim <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Anderson	Extd.	5.68	5.68	7.97
- Angels Camp	Extd.	5.68	5.68	7.97
- Annapolis	Local	5.68	5.68	7.97
- Antioch <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Aptos	Extd.	5.68	5.68	7.97
- Arcadia <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Arcata	Extd.	6.28	6.28	8.57
- Arlington <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Arroyo Grande	Extd.	8.43	8.43	10.72
- Arvin	Extd.	13.68	13.68	15.97
- Atascadero	Extd.	5.68	5.68	7.97
- Atwater	Extd.	5.68	5.68	7.97
- Auburn	Extd.	5.68	5.68	7.97
- Main and North DAs				
- Avalon	Local	5.68	5.68	7.97
- Avenal	Local	5.68	5.68	7.97 /2/

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 29.

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service 1AS/1MA	PBX TMM/TMR/TMX	DID TMC
- Baker	Local	\$ 5.68	\$5.68	\$7.97
- Bakersfield				
- Main and South DAs	Extd.	6.28	6.28	8.57
- North DA	Local	5.68	5.68	7.97
- Bangor	Extd.	5.68	5.68	7.97
- Belvedere <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Benicia <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Ben Lomond	Extd.	5.68	5.68	7.97
- Beverly Hills <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Big Butte	Extd.	15.18	15.18	17.47
- Biggs	Extd.	5.68	5.68	7.97
- Big Sur	Extd.	28.13	28.13	30.42
- Bishop Ranch <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Blairsdan	Extd.	5.68	5.68	7.97
- Blue Lake	Extd.	8.28	8.28	10.57
- Bodega Bay	Extd.	5.68	5.68	7.97
- Boonville	Extd.	9.68	9.68	11.97
- Borrego	Local	5.68	5.68	7.97

/2/

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 30.

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service 1AS/1MA	PBX TMM/TMR/TMX	DID TMC
- Boulder Creek	Extd.	\$ 9.68	\$9.68	\$11.97
- Bradley	Extd.	12.03	12.03	14.32
- Brawley	Extd.	8.28	8.28	10.57
- Glamis RIA	Extd.	8.28	8.28	10.57
- Brea <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Bridgeville	Extd.	5.68	5.68	7.97
- Buena Park <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Burbank <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Burbank and Sun Valley DAs				
- Burrel	Extd.	15.18	15.18	17.47
- Butte City	Extd.	5.68	5.68	7.97
- Calexico	Extd.	5.68	5.68	7.97
- Calipatria	Extd.	5.68	5.68	7.97
- Calistoga	Extd.	5.68	5.68	7.97
- Cambria	Local	5.68	5.68	7.97
- Campbell <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Campo	Local	5.68	5.68	7.97
- Camptonville	Extd.	5.68	5.68	7.97
- Canoga Park <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Capistrano Valley <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Carmel	Extd.	6.98	6.98	9.27
- Carmel Valley	Extd.	12.43	12.43	14.72
- Carrisa Plains	Local	5.68	5.68	7.97
- Caruthers	Extd.	9.68	9.68	11.97
- Castroville	Extd.	5.68	5.68	7.97
- Cayucos	Extd.	12.03	12.03	14.32
- Challenge	Local	5.68	5.68	7.97
- Chico	Local	5.68	5.68	7.97
- Chowchilla	Extd.	5.68	5.68	7.97
- Chualar	Extd.	5.68	5.68	7.97
- Chula Vista <sup>/1/</sup>	Extd.	5.68	5.68	7.97

/2/

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 31.



ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service 1AS/1MA	PBX TMM/TMR/TMX	DID TMC
- Clayton <sup>/1/</sup>	Extd.	\$ 5.68	\$5.68	\$7.97
- Clearlake Oaks	Local	5.68	5.68	7.97
- Cloverdale	Local	5.68	5.68	7.97
- Clovis	Extd.	5.68	5.68	7.97
- Coalinga	Local	5.68	5.68	7.97
- Cobb Mountain	Extd.	5.68	5.68	7.97
- Colton	Extd.	5.68	5.68	7.97
- Compton <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Compton and Gardena DAs				
- Concord <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Corning	Extd.	5.68	5.68	7.97
- Corona <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Coronado	Extd.	5.68	5.68	7.97
- Corte Madera <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Cottonwood	Extd.	9.68	9.68	11.97
- Coulterville	Local	5.68	5.68	7.97
- Crockett <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Crows Landing	Extd.	5.68	5.68	7.97
- Culver City <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Cypress <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Danville <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Davis	Extd.	5.68	5.68	7.97
- Death Valley	Local	5.68	5.68	7.97
- Emigrant Pass RIA		5.68	5.68	7.97
- Scotty's RIA		5.68	5.68	7.97
- Stovepipe RIA		5.68	5.68	7.97
- Delano	Extd.	5.68	5.68	7.97
- Del Mar	Extd.	5.68	5.68	7.97
- Del Rey	Extd.	5.68	5.68	7.97
- Dinuba	Extd.	5.68	5.68	7.97
- Dixon	Extd.	5.68	5.68	7.97
- Downieville	Extd.	5.68	5.68	7.97 /2/

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 32.

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service 1AS/1MA	PBX TMM/TMR/TMX	DID TMC
- Dublin-San Ramon <sup>/1/</sup>	Extd.	\$5.68	\$5.68	\$7.97
- Dulzura <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Dunnigan	Extd.	12.03	12.03	14.32
- Dunsmuir	Extd.	5.68	5.68	7.97
- Earlimart	Extd.	5.68	5.68	7.97
- East Bay <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Alameda, Berkeley, Fruitvale, Main-Piedmont and Trinidad DAs				
- East Contra Costa <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Edwards	Extd.	12.03	12.03	14.32
- El Cajon <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- El Centro	Extd.	7.13	7.13	9.42
- El Monte <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- El Segundo <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- El Sobrante-Pinole <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Elk	Extd.	19.18	19.18	21.47
- Elk Creek	Local	5.68	5.68	7.97
- Encinitas <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Escalon	Extd.	5.68	5.68	7.97
- Escondido <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Esparto	Local	9.68	9.68	11.97
- Eureka	Extd.	9.28	9.28	11.57
- Fairfield-Suisun	Extd.	5.68	5.68	7.97
- Fair Oaks <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Fallbrook <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Felton	Extd.	5.68	5.68	7.97
- Fillmore	Extd.	5.68	5.68	7.97
- Firebaugh	Local	5.68	5.68	7.97 /2/

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 33.

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service	PBX	DID
		1AS/1MA	TMM/TMR/TMX	TMC
- Folsom <sup>/1/</sup>	Extd.	\$5.68	\$5.68	\$7.97
- Fontana	Extd.	5.68	5.68	7.97
- Forestville	Extd.	5.68	5.68	7.97
- Fort Bragg	Extd.	5.68	5.68	7.97
- Fortuna	Extd.	8.43	8.43	10.72
- Fremont-Newark <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Greenleaf, Main and Oliver Das				
- French Gulch	Extd.	9.68	9.68	11.97
- Fresno	Extd.	6.28	6.28	8.57
- Fullerton <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Galt	Extd.	5.68	5.68	7.97
- Garden Grove <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Gazelle	Extd.	12.03	12.03	14.32
- Georgetown	Extd.	5.68	5.68	7.97
- Gerber	Extd.	5.68	5.68	7.97
- Geyserville	Extd.	5.68	5.68	7.97
- Glendale <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Gonzales	Extd.	12.03	12.03	14.32
- Grass Valley	Extd.	5.68	5.68	7.97
- Main and South Das		5.68	5.68	7.97
- Greenfield	Extd.	5.68	5.68	7.97
- Tassajara RIA		5.68	5.68	7.97
- Grenada	Extd.	5.68	5.68	7.97
- Gridley	Extd.	5.68	5.68	7.97
- Groveland	Extd.	5.68	5.68	7.97
- Cherry Valley RIA		5.68	5.68	7.97
- Gualala	Extd.	7.63	7.63	9.92
- Guerneville	Extd.	5.68	5.68	7.97
- Gustine	Extd.	5.68	5.68	7.97

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 34.

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service	PBX	DID
		1AS/1MA	TMM/TMR/TMX	TMC
- Half Moon Bay	Extd.	\$5.68	\$5.68	\$7.97
- Hanford	Extd.	5.68	5.68	7.97
- Harbison-Alpine <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Hawthorne <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Hayward <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Healdsburg	Extd.	9.68	9.68	11.97
- Herald	Extd.	5.68	5.68	7.97
- Hercules-Rodeo <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Highland	Extd.	5.68	5.68	7.97
- Hollister	Extd.	5.68	5.68	7.97
- Holtville	Extd.	5.68	5.68	7.97
- Homewood	Extd.	5.68	5.68	7.97
- Hopland	Extd.	9.68	9.68	11.97
- Hornbrook	Extd.	9.68	9.68	11.97
- Hughson	Extd.	5.68	5.68	7.97
- Huron	Local	5.68	5.68	7.97
- Hydesville	Extd.	12.03	12.03	14.32
- Ignacio	Extd.	5.68	5.68	7.97
- Imperial	Extd.	5.68	5.68	7.97

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 35

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service	PBX	DID
		1AS/1MA	TMM/TMR/TMX	TMC
- Inglewood <sup>/1/</sup>	Extd.	\$5.68	\$5.68	\$7.97
- Inverness	Extd.	5.68	5.68	7.97
- Ione	Extd.	5.68	5.68	7.97
- Irvine <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Jackson	Extd.	6.98	6.98	9.27
- Jacumba	Local	5.68	5.68	7.97
- Jamestown	Extd.	5.68	5.68	7.97
- Julian	Local	5.68	5.68	7.97
- Kelseyville	Extd.	5.68	5.68	7.97
- King City	Extd.	6.38	6.38	8.67
- Kingsburg	Extd.	5.68	5.68	7.97
- Knights Ferry	Extd.	5.68	5.68	7.97
- La Crescenta <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Lafayette <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- La Honda	Extd.	5.68	5.68	7.97
- La Jolla <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Lake Berryessa	Local	5.68	5.68	7.97
- Lakeport	Extd.	5.68	5.68	7.97
- La Mesa	Extd.	5.68	5.68	7.97
- Laton	Extd.	5.68	5.68	7.97
- Lebec	Local	5.68	5.68	7.97
- Le Grand	Extd.	9.68	9.68	11.97
- Lemoore	Extd.	5.68	5.68	7.97
- Lewiston	Extd.	5.68	5.68	7.97
- Lincoln	Extd.	5.68	5.68	7.97
- Live Oak	Extd.	5.68	5.68	7.97
- Livermore <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Lockeford	Extd.	5.68	5.68	7.97
- Lodi	Extd.	5.68	5.68	7.97
- Loleta	Extd.	5.68	5.68	7.97
- Lomita <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Los Altos <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Los Angeles <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- DA's 1 thru 14				

/2/

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 36.

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service	PBX	DID
		1AS/1MA	TMM/TMR/TMX	TMC
- Los Banos	Local	\$5.68	\$5.68	\$7.97
- Los Molinos	Extd.	9.68	9.68	11.97
- Lower Lake	Local	5.68	5.68	7.97
- Loyalton	Local	5.68	5.68	7.97
- Madera	Local	5.68	5.68	7.97
- Martinez <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Marysville	Extd.	8.58	8.58	10.87
- Mendocino	Extd.	5.68	5.68	7.97
- Mendota	Local	5.68	5.68	7.97
- Michigan Bar	Local	5.68	5.68	7.97
- Merced	Extd.	6.28	6.28	8.57
- Meridian	Extd.	12.03	12.03	14.32
- Middletown	Extd.	5.68	5.68	7.97
- Millbrae <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Mill Valley <sup>1</sup>	Extd.	5.68	5.68	7.97
- Milton	Extd.	5.68	5.68	7.97
- Mira Loma <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Miranda	Local	5.68	5.68	7.97
- Moccasin	Extd.	5.68	5.68	7.97
- Modesto	Extd.	5.68	5.68	7.97
- Mojave	Local	5.68	5.68	7.97
- Mokelumne Hill	Extd.	5.68	5.68	7.97
- Montague	Extd.	5.68	5.68	7.97
- Montebello <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Monterey	Extd.	6.28	6.28	8.57
- Monte Rio	Extd.	5.68	5.68	7.97
- Moorpark <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Moraga <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Morro Bay	Extd.	5.68	5.68	7.97
- Moss Beach	Extd.	5.68	5.68	7.97
- Mountain Pass	Local	5.68	5.68	7.97
- Mountain View <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Mount Shasta	Extd.	5.68	5.68	7.97 /2/

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 37.

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service	PBX	DID
		1AS/1MA	TMM/TMR/TMX	TMC
- Napa	Extd.	\$5.68	\$5.68	\$7.97
- National City	Extd.	5.68	5.68	7.97
- Nevada City	Extd.	5.68	5.68	7.97
- Graniteville RIA		5.68	5.68	7.97
- Newman	Extd.	5.68	5.68	7.97
- Newport Beach <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Nicasio	Extd.	5.68	5.68	7.97
- Nice	Extd.	5.68	5.68	7.97
- Nicolaus	Extd.	5.68	5.68	7.97
- Nipomo	Extd.	5.68	5.68	7.97
- North Hollywood <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Northridge <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- North San Juan	Extd.	5.68	5.68	7.97
- North Tahoe	Extd.	5.68	5.68	7.97
- Brockway and Tahoe City DAs				
- North Yuba	Extd.	15.18	15.18	17.47
- Oakdale	Extd.	5.68	5.68	7.97
- Oakview <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Occidental	Extd.	5.68	5.68	7.97
- Oceanside <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Carlsbad, Oceanside, and Pendleton DAs				
- Ocotillo	Extd.	12.03	12.03	14.32
- Ojai	Extd.	5.68	5.68	7.97

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 38.

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service 1AS/1MA	PBX TMM/TMR/TMX	DID TMC
- Orange <sup>/1/</sup>	Extd.	\$5.68	\$5.68	\$7.97
- Orange Cove	Extd.	5.68	5.68	7.97
- Orinda <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Orland	Local	5.68	5.68	7.97
- Oroville	Local	5.68	5.68	7.97
- Pacifica <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Palmdale	Extd.			
- Agua Dulce DA		9.68	9.68	11.97
- Leona Valley DA		5.68	5.68	7.97
- Palmdale DA		5.68	5.68	7.97
- Palo Alto <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Paradise	Local	5.68	5.68	7.97
- Parlier	Extd.	5.68	5.68	7.97
- Pasadena <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- La Canada and Pasadena DAs				
- Paskenta	Extd.	12.03	12.03	14.32
- Paso Robles	Extd.	5.68	5.68	7.97
- Pauma Valley	Extd.	12.03	12.03	14.32
- Pepperwood	Extd.	5.68	5.68	7.97
- Pescadero	Local	5.68	5.68	7.97
- Petaluma				
- Main DA	Extd.	8.43	8.43	10.72
- Swift DA	Extd.	9.68	9.68	11.97
- Pinecrest	Local	5.68	5.68	7.97
- Baker Station RIA		5.68	5.68	7.97
- Clark Fork RIA		5.68	5.68	7.97
- Dardanelle RIA		5.68	5.68	7.97
- Kennedy Meadows RIA		5.68	5.68	7.97 /2/

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 39.



ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service	PBX	DID
		1AS/1MA	TMM/TMR/TMX	TMC
- Pine Valley	Local	\$5.68	\$5.68	\$7.97
- Piru	Extd.	5.68	5.68	7.97
- Pismo Beach	Extd.	5.68	5.68	7.97
- Pittsburg <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Pittsburg West <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Pixley	Extd.	5.68	5.68	7.97
- Placentia <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Placerville	Local	5.68	5.68	7.97
- Kyburz, South and West DAs				
- Planada	Extd.	5.68	5.68	7.97
- Pleasant Grove	Extd.	5.68	5.68	7.97
- Pleasanton <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Plymouth	Extd.	5.68	5.68	7.97 /2/

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 40.

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service	PBX	DID
		1AS/1MA	TMM/TMR/TMX	TMC
- Point Arena	Extd.	\$ 7.78	\$7.78	\$10.07
- Point Reyes	Extd.	5.68	5.68	7.97
- Porterville	Extd.	5.68	5.68	7.97
- Portola	Extd.	5.68	5.68	7.97
- Potter Valley	Extd.	9.68	9.68	11.97
- Poway <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Quincy	Extd.	5.68	5.68	7.97
- Ramona	Extd.	5.68	5.68	7.97
- Rancho Bernardo <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Rancho Penasquitos <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Rancho Santa Fe <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Rancho Viejo <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Red Bluff	Extd.	6.28	6.28	8.57
- Redding	Extd.	7.78	7.78	10.07
- Redwood City <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Reseda <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Rialto	Extd.	5.68	5.68	7.97
- Richmond <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Richvale	Extd.	5.68	5.68	7.97
- Rio Dell	Extd.	15.18	15.18	17.47
- Rio Linda <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Riverbank	Extd.	5.68	5.68	7.97
- Riverdale	Extd.	15.18	15.18	17.47
- Riverside <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Rosamond	Extd.	5.68	5.68	7.97 /2/

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 41.

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service 1AS/1MA	PBX TMM/TMR/TMX	DID TMC
- Sacramento <sup>/1/</sup>	Extd.	\$5.68	\$5.68	\$7.97
- Main and North DAs				
- Saddleback Valley <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Saint Helena	Extd.	5.68	5.68	7.97
- Salinas	Extd.	6.38	6.38	8.67
- San Andreas	Extd.	5.68	5.68	7.97
- San Ardo	Extd.	12.03	12.03	14.32
- San Carlos-Belmont <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- San Diego <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Linda Vista, Mira Mesa and San Diego DAs				
- San Francisco <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Central, Juniper and Montrose- Evergreen DAs				
- San Jose <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- North, West and South DAs				
- San Juan	Extd.	5.68	5.68	7.97
- San Lucas	Extd.	5.68	5.68	7.97
- San Luis Obispo	Extd.	6.98	6.98	9.27
- San Marcos <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- San Martin	Extd.	5.68	5.68	7.97
- San Mateo <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- San Pedro <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- San Clemente Island RIA		5.68	5.68	7.97 /2/

1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 42.

**ACCESS ADVANTAGE PLUS (cont'd)**

/2/(C)

**G. RATES AND CHARGES (cont'd)**

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service 1AS/1MA	PBX TMM/TMR/TMX	DID TMC
- San Rafael <sup>/1/</sup>	Extd.	\$5.68	\$5.68	\$7.97
- Santa Ana <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Santa Clarita <sup>/1/</sup>	Local	5.68	5.68	7.97
- Newhall-Castaic and Saugus-Canyon Country DAs				
- Santa Cruz	Extd.	6.28	6.28	8.57
- Santa Margarita	Extd.	5.68	5.68	7.97
- Santa Rosa	Extd.	6.88	6.88	9.17
- Saratoga <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Saticoy <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Sausalito <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Sebastopol	Extd.	5.68	5.68	7.97
- Selma	Extd.	9.68	9.68	11.97 /2/

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 43.

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service 1AS/1MA	PBX TMM/TMR/TMX	DID TMC
- Sequoia	Extd.	\$5.68	\$5.68	\$7.97
- Shafter	Extd.	5.68	5.68	7.97
- Shasta Lake	Extd.	15.18	15.18	17.47
- Shingle Springs	Extd.	5.68	5.68	7.97
- Shoshone	Local	5.68	5.68	7.97
- Valley Junction RIA		5.68	5.68	7.97
- Sierraville	Local	5.68	5.68	7.97
- Silverado <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Simi Valley <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Smartsville	Extd.	12.03	12.03	14.32
- Soda Springs	Local	5.68	5.68	7.97
- Soledad	Local	5.68	5.68	7.97
- Sonoma	Local	5.68	5.68	7.97
- Sonora	Extd.	5.68	5.68	7.97
- Juno and Main DAs				
- South Placer	Extd.	5.68	5.68	7.97
- South San Francisco <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- South Tahoe	Extd.	5.68	5.68	7.97
- Springville	Extd.	5.68	5.68	7.97
- Stinson Beach-Bolinas	Extd.	5.68	5.68	7.97
- Stockton	Local	5.68	5.68	7.97
- Stonyford	Local	5.68	5.68	7.97
- Stratford	Extd.	5.68	5.68	7.97
- Sunnyvale <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Sunol <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Sutter Creek	Extd.	5.68	5.68	7.97 /2/

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 44.

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service	PBX	DID
		1AS/1MA	TMM/TMR/TMX	TMC
- Tehachapi	Local	\$5.68	\$5.68	\$7.97
- Temescal Canyon <sup>1</sup>	Extd.	5.68	5.68	7.97
- Terra Bella	Extd.	5.68	5.68	7.97
- Thornton	Extd.	5.68	5.68	7.97
- Three Rivers	Extd.	5.68	5.68	7.97
- Tipton	Extd.	5.68	5.68	7.97
- Tomales	Extd.	9.68	9.68	11.97
- Torrance <sup>1</sup>	Extd.	5.68	5.68	7.97
- Trabuco <sup>1</sup>	Extd.	5.68	5.68	7.97
- Tracy	Local	5.68	5.68	7.97
- Tres Pinos	Extd.	5.68	5.68	7.97
- Trinidad	Extd.	17.98	17.98	20.27
- Truckee	Extd.	5.68	5.68	7.97
- Tulare	Extd.	5.68	5.68	7.97
- Turlock	Extd.	8.43	8.43	10.72
- Ukiah	Extd.	6.68	6.68	8.97
- Upper Lake	Extd.	5.68	5.68	7.97
- Vacaville	Extd.	5.68	5.68	7.97
- Vallejo <sup>1</sup>	Extd.	5.68	5.68	7.97
- Valley Center <sup>1</sup>	Extd.	5.68	5.68	7.97
- Valley Ford	Extd.	5.68	5.68	7.97
- Valley Springs	Extd.	5.68	5.68	7.97
- Van Nuys <sup>1</sup>	Extd.	5.68	5.68	7.97
- Ventura Central <sup>1</sup>	Extd.	5.68	5.68	7.97
- Ventura East <sup>1</sup>	Extd.	5.68	5.68	7.97
- Verdi	Extd.	5.68	5.68	7.97
- Vina	Extd.	5.68	5.68	7.97
- Visalia	Extd.	6.28	6.28	8.57
- Vista <sup>1</sup>	Extd.	5.68	5.68	7.97

/2/

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 45.

ACCESS ADVANTAGE PLUS (cont'd)

/2/(C)

G. RATES AND CHARGES (cont'd)

4. MONTHLY CHARGES (cont'd)

b. Monthly Rate for Individual/Multi-line Business Service, PBX Trunks and DID Service (cont'd)

Exchange		Monthly Rate		
		Business Service	PBX	DID
		1AS/1MA	TMM/TMR/TMX	TMC
- Walker Basin	Local	\$5.68	\$5.68	\$7.97
- Wallace	Extd.	5.68	5.68	7.97
- Walnut Creek <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Warner Springs	Local	5.68	5.68	7.97
- Wasco	Extd.	5.68	5.68	7.97
- Waterford	Extd.			
- Main DA		9.68	9.68	11.97
- Don Pedro DA		5.68	5.68	7.97
- Watsonville	Extd.	8.43	8.43	10.72
- Weed	Extd.	5.68	5.68	7.97
- Weott	Extd.	5.68	5.68	7.97
- Wheatland	Extd.	9.68	9.68	11.97
- Willits	Local	5.68	5.68	7.97
- Willows	Local	5.68	5.68	7.97
- Windsor	Extd.	5.68	5.68	7.97
- Winters	Local	5.68	5.68	7.97
- Woodcrest <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Woodlake	Extd.	9.68	9.68	11.97
- Woodland	Local	5.68	5.68	7.97
- Woodside <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Yorba Linda <sup>/1/</sup>	Extd.	5.68	5.68	7.97
- Yosemite	Local	5.68	5.68	7.97
- Yountville	Extd.	5.68	5.68	7.97
- Yreka	Extd.	6.98	6.98	9.27 /2/

/1/ ZUM exchange.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 46.

**ACCESS ADVANTAGE PLUS (cont'd)**

/1/(C)

**G. RATES AND CHARGES (cont'd)**

5. MEASURED SERVICE ALLOWANCE

Services and allowances included in measured rate service are shown below:

<u>Services</u>	<u>Monthly Allowance</u>	<u>USOC</u>
- Access Advantage Plus Individual Business Line Service	NO	1AS++
- Access Advantage Plus Multi-line Business Service	NO	1MA++

/1/

/1/ Material formerly appeared in Part 6, Section 7, Sheet 47.



**ACCESS ADVANTAGE PLUS PACKAGES<sup>/5/</sup>**

/6/(C)

Access Advantage Plus Packages will no longer be available to new customers (no current contract or service) on or after November 1, 2016. Customers having this service or who have placed orders which were accepted by the Company prior to this date, may continue such service from their present location, subject to the following conditions: new requests for physical changes to Access Advantage Plus Packages, including moves to different service addresses, will not be provisioned.

**A. BASIC DESCRIPTION**

/6/

Access Advantage Plus Packages is a set of service packages that provide a customer with a channelized DS1 facility for voice and/or data services. There are three voice and data combined solutions. These service packages are provided over the Access Advantage Plus transport between a Central Office through a Digital Cross Connect (DCS) to the customer premise. Customers may select from an add-on menu of products to add to their package solutions. Access Advantage Plus Packages is only available on a 24 or 36 month term agreement.

The following Access Advantage Plus Packages options are available:

Option 1: Lines Plus

- Access Advantage Plus transport (capacity for 24 channels)<sup>/2/</sup>
- Twelve (12) AA+ Individual/Multi-Line Business Lines<sup>/2/</sup>
- Hunting on all lines within the option<sup>/1/</sup>
- One (1) Custom 8 number on a Business Line termination within the option<sup>/1/</sup>
- Caller ID on all lines within the option<sup>/1/</sup>
- Access Advantage Plus Packages Usage Plan<sup>/1/</sup>

Option 2: Centrex Plus

- Access Advantage Plus transport (capacity for 24 channels)<sup>/2/</sup>
- Twelve (12) AA+ Centrex Lines<sup>/2/</sup>
- One (1) Classic Feature Package on all lines within the option<sup>/1/</sup>
- One (1) Custom 8 number on a Centrex Line termination within the option<sup>/1/</sup>
- Caller ID on all lines within the option<sup>/1/</sup>
- Access Advantage Plus Packages Usage Plan<sup>/1/</sup>

Option 3: Trunks Plus

- Access Advantage Plus transport (capacity for 24 channels)<sup>/2/</sup>
- Twelve (12) AA+ Private Branch Exchange (PBX) Trunks<sup>/2,3/</sup> and/or Access Advantage Plus DID Trunks<sup>/2/</sup>
- Hunting on all trunks within the option<sup>/1/</sup>
- One (1) Custom 8 number on a Business Line termination within the option<sup>/1/</sup>
- Caller ID on all lines within the option<sup>/1,4/</sup>
- Access Advantage Plus Packages Usage Plan<sup>/1/</sup>

/1/ See Guidebook, Part 4, Section 1, and Schedule Cal. P.U.C. No. 175-T.

/2/ See Guidebook, Part 20, Section 6.

/3/ In-Only, Out-Only, or 2-Way Trunks.

/4/ Caller ID not available on DID Trunks.

/5/ Effective October 11, 2013, customers may not establish new Access Advantage Plus Packages service, and existing term plans may not be renewed or extended.

/6/ Material formerly appeared in Part 6, Section 7, Sheet 48 and has been renumbered.

(C)

/6/

**ACCESS ADVANTAGE PLUS PACKAGES<sup>/5/</sup>**

/6/(C)

**A. BASIC DESCRIPTION**

The following Access Advantage Plus Packages options are available: (cont'd)

Option 4: Lines Plus

- Access Advantage Plus transport (capacity for 24 channels)<sup>/2/</sup>
- Twelve (12) AA+ Individual/Multi-Line Business Lines<sup>/2/</sup>
- Hunting on all lines within the option<sup>/1/</sup>
- One (1) Custom 8 number on a Business Line termination within the option<sup>/1/</sup>
- Caller ID on all lines within the option<sup>/1/</sup>
- Access Advantage Plus Packages Usage Plan<sup>/1/</sup>

Option 5: Centrex Plus

- Access Advantage Plus transport (capacity for 24 channels)<sup>/2/</sup>
- Twelve (12) AA+ Centrex Lines<sup>/2/</sup>
- One (1) Classic Feature Package on all lines within the option<sup>/1/</sup>
- One (1) Custom 8 number on a Centrex Line termination within the option<sup>/1/</sup>
- Caller ID on all lines within the option<sup>/1/</sup>
- Access Advantage Plus Packages Usage Plan<sup>/1/</sup>

Option 6: Trunks Plus

- Access Advantage Plus transport (capacity for 24 channels)<sup>/2/</sup>
- Twelve (12) AA+ Private Branch Exchange (PBX) Trunks<sup>/2, 3/</sup> and/or Access Advantage Plus DID Trunks<sup>/2/</sup>
- Hunting on all trunks within the option<sup>/1/</sup>
- One (1) Custom 8 number on a Business Line termination within the option<sup>/1/</sup>
- Caller ID on all lines within the option<sup>/1, 4/</sup>
- Access Advantage Plus Packages Usage Plan<sup>/1/</sup>

/1/ See Guidebook, Part 4, Section 1, and Schedule Cal. P.U.C. No. 175-T.

/2/ See Guidebook, Part 20, Section 6.

/3/ In-Only, Out-Only, or 2-Way Trunks.

/4/ Caller ID not available on DID Trunks.

/5/ Effective October 11, 2013, customers may not establish new Access Advantage Plus Packages service, and existing term plans may not be renewed or extended.

/6/ Material formerly appeared in Part 6, Section 7, Sheet 49 and has been renumbered.

(C)

/6/

**ACCESS ADVANTAGE PLUS PACKAGES<sup>/4/</sup> (Cont'd)**

/5/(C)

**A. BASIC DESCRIPTION (cont'd)**

(C)

Add-On Menu

The following Lines and Features can be added to each of the six options as specified in A;

- AA+ Individual/Multi-Line Business Line<sup>/2/</sup>
- AA+ Centrex Line<sup>/2/</sup>
- AA+ PBX Trunks<sup>/2, 3/</sup>
- AA+ DID Trunk<sup>/2/</sup>
- Centrex Classic Feature Package<sup>/1/</sup>
- Hunting<sup>/1/</sup>
- Custom 8 number on a business line termination<sup>/1/</sup>
- Caller ID<sup>/1/</sup>
- Voice Grade Service (VG 32, 33 & 36)<sup>/1/</sup>
- ADN<sup>/1/</sup>

/1/ See Guidebook, Part 4, Section 1, and Schedule Cal. P.U.C. No. 175-T.

/2/ See Guidebook, Part 20, Section 6.

/3/ In-Only, Out-Only, or 2-Way Trunks.

/4/ Effective October 11, 2013, customers may not establish new Access Advantage Plus Packages service, and existing term plans may not be renewed or extended.

/5/ Material formerly appeared in Part 6, Section 7, Sheet 50 and has been renumbered.

(C)

/5/

**ACCESS ADVANTAGE PLUS PACKAGES<sup>/1/</sup>**

/2/(C)

**B. REGULATIONS**

1. The rules and regulations in this section are in addition to the rules and regulations set forth in Guidebook Part 2 Section 2, Part 4 Section 1, Part 20 Section 6 and Schedule Cal.P.U.C. No. 175-T.
2. Access Advantage Plus Packages options and services are only available where facilities and/or operating conditions permit as determined by the Company. Where facilities and/or operating conditions do not permit, Special Construction as set forth in Guidebook Part 2 Section 2 shall apply.
3. Access Advantage Plus Packages is only offered on a 24 month or 36 month term commitment.
4. Customers who select a 24 month term will pay the full price for installation of the Access Advantage Plus Packages and for any additional services (from the menu of Add-On Options as set forth in A. preceding). Additionally, they must pay installation charges for all additional services added during the 24 month term.
5. Customers who select a 36 month term will have their installation charges waived for Access Advantage Plus Packages and for any additional services (from the menu of Add-On option as set forth in A. preceding) added initially or during the term commitment. Service rearrangement charges, however, will not be waived.
6. Caller ID, Custom 8, and Hunting are included in Access Advantage Plus Packages. Customers who elect not to have these features will not receive a discount.

(C)

/1/ Effective October 11, 2013, customers may not establish new Access Advantage Plus Packages service, and existing term plans may not be renewed or extended.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 51 and has been renumbered.

/2/

**ACCESS ADVANTAGE PLUS PACKAGES<sup>/1/</sup> (cont'd)**

/2/(C)

**B. REGULATIONS (cont'd)**

7. Conference and any other calls requiring operator handling (including operator handled calling card calls), are not included and will be billed at the applicable message toll rates. Only California Direct Dialed IntraLATA calls originating and terminating within the Company's Service Area are included.
8. Three months prior to the end of the term, a letter will automatically be generated to alert the customer they are nearing the end of their term. At that time, the customer must select an option of either rolling over to another term of the same length or choose the alternate term. If the customer takes no action the current term will be automatically renewed for the same length. Customers will have a 60-day grace period after the new term begins to cancel the new term without incurring any penalties.
9. If the customer elects to renew their term, the customer will receive a Loyalty Bonus credit after 60 days after the end of the grace period as set forth in B.8. preceding.
10. At the expiration of the current term if the customer elects to renew their 24 month term or migrate from a 36 month term to a 24 month term they will receive a Loyalty Bonus credit of \$500. Customers who renew their 36 month term or migrate from a 24 month term to a 36 month term will receive a Loyalty Bonus credit of \$1,000. Renewal will be at the current tariffed rate.
11. If the tariffed rates for Access Advantage Plus Packages or the Access Advantage Plus Packages options and connecting services decrease during the term, the customer will automatically receive the lower tariffed rate. If the rates increase, the current rates will be grandfathered for the duration of the term.
  - l. Installation charges may be waived if an Access Advantage Plus Packages customer moves from one location to another location. In order to receive the waiver of installation charges, the customer must commit to a new 36 month term at the current rate. The new 36 month term starts when the service order for the change of address is completed. If the customer does not commit to a new 36 month term, they may elect to pay installation charges for their move and maintain the Access Advantage Plus Packages service for the remainder of the initial term. The customer must remain a retail customer of the Company and the new location must be within the Company's serving area where Access Advantage Plus Packages is technologically available.

/1/ Effective October 11, 2013, customers may not establish new Access Advantage Plus Packages service, and existing term plans may not be renewed or extended.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 52 and has been renumbered.

/2/

**ACCESS ADVANTAGE PLUS PACKAGES<sup>/1/</sup> (cont'd)**

/2/(C)

**B. REGULATIONS (cont'd)**

12. Customers may have up to 24 channels on the same Access Advantage Plus Transport and receive the same usage rate as the Access Advantage Plus Packages options. The customer must add the lines to a BTN that is part of an Access Advantage Plus Packages option.
13. If, as a result of subscribing to an Access Advantage Plus Packages option, a customer must deconsolidate billing for business lines or establish sectional billing for Centrex lines, the associated recurring and non-recurring charges for these services will be waived.
14. Customers may add up to 40 additional lines (WTNs) to Access Advantage Plus Packages and receive the same usage rate as the Access Advantage Plus Packages options. The customer must add the lines to a BTN that is part of an Access Advantage Plus Packages option.
15. BTN aggregation is permitted for up to 10 additional BTNs outside Access Advantage Plus Packages. However, the BTNs associated with Access Advantage Plus Packages must also be part of the Access Advantage Plus Packages Usage Plan. All BTNs must reside in either Northern California or Southern California. The aggregation can include only one Custom 8 number.
16. Customers subscribing to another Value Promise Plan or Custom 8 Billing Account Groups (BAGs) are not eligible for Access Advantage Plus Packages.
17. Calls will be rated at the fee schedule as determined by the customer's monthly call volume.
18. An Access Advantage Plus customer may migrate their existing service to an Access Advantage Plus Packages 36 month term; installation charges will be waived and the customer will not incur early termination fees associated with Access Advantage Plus. If the customer migrates to a 24 month term package, the customer will be charged the applicable Access Advantage Plus early termination fees and will be billed installation charges associated with the Access Advantage Plus Packages and any additional services.

/1/ Effective October 11, 2013, customers may not establish new Access Advantage Plus Packages service, and existing term plans may not be renewed or extended.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 53 and has been renumbered.

/2/

**ACCESS ADVANTAGE PLUS PACKAGES<sup>/1/</sup> (cont'd)**

/2/(C)

**C. EARLY TERMINATION FEE**

For term pricing plans discontinued prior to the end of their payment plan period, a Termination Fee will apply as follows:

1. The term commitment remains in force when the account(s) are moved, superseded, billing name changed, or billing number(s) change. The new customer must agree to maintain the remainder of the current term or the outgoing customer will be charged the early termination fee.
2. Customers may not switch to another Value Promise term calling plan or G.O.96-B Contract. If a customer chooses to switch to a different plan they will be subject to the early termination fee.
3. With Access Advantage Plus Packages Usage Plan 1 the customers are required to bill a combined average of at least 1,000 MOU of IntraLATA Toll and/or Custom 8 minutes per month over the most recent three months to remain on the Access Advantage Plus Packages Plan. If the customer bills less than the required 1,000 MOU per month as stated above, the plan will be terminated and early termination fees will apply.
4. With Access Advantage Plus Packages Usage Plan 2 the customer will be billed a minimum of \$80.00 per month for IntraLATA Toll and/or Custom 8. This minimum charge is in lieu of the required level of MOU per month specified in 3. preceding for Usage Plan 1.
5. If the customer receives a Loyalty Bonus and terminates their service prior to the end of the subsequent term commitment, they will be billed the full amount of the Loyalty Bonus received associated with the current term.
6. Customers may change to a shorter term plan by paying the associated early termination fees with the original term plan.
7. If the customer discontinues service prior to the end of the term agreement the customer will pay the Company the sum of the recurring monthly charges for the option, plus any additional services from the Add-On menu and \$100.00 for usage, times the number of months remaining on the term agreement, plus any Loyalty Bonus associated with the current term.

/1/ Effective October 11, 2013, customers may not establish new Access Advantage Plus Packages service, and existing term plans may not be renewed or extended.

/2/ Material formerly appeared in Part 6, Section 7, Sheets 54 and 55, has been renumbered.

/2/

**ACCESS ADVANTAGE PLUS PACKAGES<sup>/1/</sup> (cont'd)**

/2/(C)

**D. ACCESS ADVANTAGE PLUS PACKAGES USAGE PLAN**

## Basic Description

The Access Advantage Plus Packages Usage Plan consists of Local, ZUM Zone 3, IntraLATA Toll and Custom 8 usage.

1. Local usage will be timed in full minute increments. ZUM Zone 3 and IntraLATA Toll usage will be timed in 1 second increments with a minimum of 18 seconds per message. Custom 8 usage will be billed in 1/1,000 of an hour increments.
2. Customers who bill over 7,000 MOU monthly including at least 1,000 MOU of combined IntraLATA Toll, and/or Custom 8 will receive a per minute credit for a maximum of 500 minutes depending on actual use. Credit will be applied in arrears.
3. If, in any month, the customer's usage exceeds 1,000 MOU of IntraLATA Toll, an additional 15% discount off the Guidebook rate will be automatically applied on that month's bill.
4. If, in any month, the customer's usage exceeds 1,000 MOU of Custom 8, an additional 15% discount off the Guidebook rate will be automatically applied on that month's bill.
5. If a customer has more lines or trunks than are included in their Access Advantage Plus Packages option (up to 24 channels) on the same Access Advantage Plus Transport, their usage may also be counted towards the 7,000 MOU threshold, as well as the 1,000 MOU threshold as described in 2. preceding.
6. Access Advantage Plus Packages Usage cannot be included in any other the Company calling plan or G.O.96-B contract and other the Company calling plans cannot be included as part of the Access Advantage Plus Packages options.

/1/ Effective October 11, 2013, customers may not establish new Access Advantage Plus Packages service, and existing term plans may not be renewed or extended.

/2/ Material formerly appeared in Part 6, Section 7, Sheet 56 and has been renumbered.

/2/



**ACCESS ADVANTAGE PLUS PACKAGES<sup>/6/</sup> (cont'd)**

/7/(C)

**E. RATES AND CHARGES**

	<u>RATES<sup>/4/</sup></u>	
	<u>24 Months Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
Option 1: Lines Plus	\$1,629.10	\$289.46
Access Advantage Plus Transport <sup>/2/</sup> Twelve (12) AA+ Individual/Multi-Line Business Lines <sup>/2/</sup> Hunting on all lines within the option <sup>/1/</sup> One (1) Custom 8 number on a Business Line termination within the option <sup>/1/</sup> Caller ID on all lines within the option <sup>/1/</sup>		
Access Advantage Plus Packages Usage Plan <sup>/1//4/</sup>		
Option 2: Centrex Plus	1,345.07	304.31
Access Advantage Plus Transport <sup>/2/</sup> Twelve (12) AA+ Centrex Lines <sup>/2/</sup> One (1) Classic Feature Package (per line) all lines within the option <sup>/1/</sup> One (1) Custom 8 number on a Centrex Line termination within the option <sup>/1/</sup> Caller ID on all lines on all lines within the option <sup>/1/</sup>		
Access Advantage Plus Packages Usage Plan <sup>/1, 4/</sup>		
Option 3: Trunks Plus	1,629.10	289.46
Access Advantage Plus Transport (capacity for 24 channels) <sup>/2/</sup> Twelve (12) AA+ Private Branch Exchange (PBX) Trunks <sup>2,3</sup> and/or AA+ DID Trunks <sup>/5/</sup> Hunting on all trunks within the option <sup>/1/</sup> One (1) Custom 8 number on a Business Trunk termination within the option <sup>/1/</sup> Caller ID on all lines within the option <sup>/1/</sup>		
Access Advantage Plus Packages Usage Plan <sup>/1, 4/</sup>		

/1/ See California Guidebook Part 4 Section 1 and Part 6 Section 9, and Schedule Cal.P.U.C. No. 175-T.

/2/ See California Guidebook Part 20 Section 6.

/3/ In-Only, Out-Only, or 2-Way Trunks.

/4/ Usage rates apply in addition to listed recurring charges.

/5/ Caller ID not available on DID Trunks.

/6/ Effective October 11, 2013, customers may not establish new Access Advantage Plus Packages service, and existing term plans may not be renewed or extended.

/7/ Material formerly appeared in Part 6, Section 7, Sheet 57 and has been renumbered.

(C)

/7/

**ACCESS ADVANTAGE PLUS PACKAGES<sup>/6/</sup> (cont'd)**

/7/(C)

**E. RATES AND CHARGES (cont'd)**

Access Advantage Plus Packages Options

	<u>RATES<sup>/4/</sup></u>	
36 Months	<u>Monthly Non-Recurring Charge</u>	<u>Recurring Charge</u>
Option 1: Lines Plus	NO	\$289.46
Access Advantage Plus Transport <sup>/2/</sup> Twelve (12) AA+ Individual/Multi-Line Business Lines <sup>/2/</sup> Hunting on all lines within the option <sup>/1/</sup> One (1) Custom 8 number on a Business Line <sup>/1/</sup> termination within the option <sup>/1/</sup> Caller ID on all lines within the option <sup>/1/</sup>		
Access Advantage Plus Packages Usage Plan <sup>/1, 4/</sup>		
Option 2: Centrex Plus	NO	304.31
Access Advantage Plus Transport <sup>/2/</sup> Twelve (12) AA+ Centrex Lines <sup>/2/</sup> One (1) Classic Feature Package (per line) <sup>/1/</sup> all lines within the option One (1) Custom 8 number on a Centrex Line termination within the option <sup>/1/</sup> Caller ID on all lines on all lines within the option <sup>/1/</sup>		
Access Advantage Plus Packages Usage Plan <sup>/1, 4/</sup>		
Option 3: Trunks Plus	NO	289.46
Access Advantage Plus Transport (capacity for 24 channels) <sup>/2/</sup> Twelve (12) AA+ Private Branch Exchange (PBX) Trunks <sup>/2, 3/</sup> and/or AA+ DID Trunks <sup>/2/</sup> Hunting on all trunks within the option One (1) Custom 8 # on a Business Line termination within the option <sup>/1/</sup> Caller ID on all lines within the option <sup>/1, 5/</sup>		
Access Advantage Plus Packages Usage Plan <sup>/1, 4/</sup>		

/1/ See Guidebook, Part 4, Section 1 and Part 6, Section 9, and Schedule Cal. P.U.C. No. 175-T.

/2/ See Guidebook, Part 20, Section 6.

/3/ In-Only, Out-Only, or 2-Way Trunks.

/4/ Usage rates apply in addition to listed recurring charges.

/5/ Caller ID not available on DID Trunks.

/6/ Effective October 11, 2013, customers may not establish new Access Advantage Plus Packages service, and existing term plans may not be renewed or extended.

/7/ Material formerly appeared in Part 6, Section 7, Sheet 58 and has been renumbered.

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/7/

**ACCESS ADVANTAGE PLUS PACKAGES<sup>6/</sup> (cont'd)**

/7/(C)

**E. RATES AND CHARGES (cont'd)**

Access Advantage Plus Packages Options (cont'd)

	<u>RATES<sup>4/</sup></u>	
	<u>36 Months Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
Option 4: Lines Plus	NO	\$289.46
Access Advantage Plus Transport <sup>2/</sup> Twelve (12) AA+ Individual/Multi-Line Business Lines <sup>2/</sup> Hunting on all lines within the option <sup>1/</sup> One (1) Custom 8 number on a Business Line <sup>1/</sup> termination within the option <sup>1/</sup> Caller ID on all lines within the option <sup>1/</sup>		
Access Advantage Plus Packages Usage Plan <sup>1, 4/</sup>		
Option 5: Centrex Plus	NO	304.31
Access Advantage Plus Transport <sup>2/</sup> Twelve (12) AA+ Centrex Lines <sup>2/</sup> One (1) Classic Feature Package (per line) <sup>1/</sup> all lines within the option One (1) Custom 8 number on a Centrex Line termination within the option <sup>1/</sup> Caller ID on all lines on all lines within the option <sup>1/</sup>		
Access Advantage Plus Packages Usage Plan <sup>1, 4/</sup>		
Option 6: Trunks Plus	NO	289.46
Access Advantage Plus Transport (capacity for 24 channels) <sup>2/</sup> Twelve (12) AA+ Private Branch Exchange (PBX) Trunks <sup>2, 3/</sup> and/or AA+ DID Trunks <sup>2/</sup> Hunting on all trunks within the option One (1) Custom 8 # on a Business Line termination within the option <sup>1/</sup> Caller ID on all lines within the option <sup>1, 5/</sup>		
Access Advantage Plus Packages Usage Plan <sup>1, 4/</sup>		

/1/ See Guidebook, Part 4, Section 1 and Part 6, Section 9, and Schedule Cal P.U.C. No. 175-T.

/2/ See Guidebook, Part 20, Section 6.

/3/ In-Only, Out-Only, or 2-Way Trunks.

/4/ Usage rates apply in addition to listed recurring charges.

/5/ Caller ID not available on DID Trunks.

/6/ Effective October 11, 2013, customers may not establish new Access Advantage Plus Packages service, and existing term plans may not be renewed or extended.

/7/ Material formerly appeared in Part 6, Section 7, Sheet 59 and has been renumbered.

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/7/

**ACCESS ADVANTAGE PLUS PACKAGES<sup>7/</sup> (cont'd)**

/8/(C)

**E. RATES AND CHARGES (cont'd)**

Access Advantage Plus Packages Usage Plans<sup>5</sup>

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
Access Advantage Plus Packages Usage Plan 1 (minimum charge)	NO	NO
Access Advantage Plus Packages Usage Plan 2 (minimum charge)	NO	\$80.00

Threshold MOU	Local	ZUM Zone 3	Threshold MOU	IntraLATA Toll	Threshold MOU	Custom 8
≤7000	\$0.014	\$0.034	≤1000	\$0.062	≤1000	\$0.062
>7000	\$0.014	\$0.034	>1000	15% Discount	>1000	15% Discount

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
Add On Menu		

Lines and Features that can be added to options listed above.

• AA+ Individual/Multi-Line Business Line <sup>/2/</sup>	RR <sup>/3/</sup>	RR <sup>/3/</sup>
• AA+ Centrex Line <sup>/2, 6/</sup>	RR <sup>/3/</sup>	RR <sup>/3/</sup>
• AA+ PBX Trunk <sup>/2, 4/</sup>	RR <sup>/3/</sup>	RR <sup>/3/</sup>
• AA+ DID Trunks <sup>/2/</sup>	RR <sup>/3/</sup>	RR <sup>/3/</sup>
• Centrex Classic Feature Package <sup>/1/</sup>	RR <sup>/3/</sup>	RR <sup>/3/</sup>
• Hunting <sup>/1/</sup>	RR <sup>/3/</sup>	RR <sup>/3/</sup>
• Custom 8 number on a business line termination <sup>/1/</sup>	RR <sup>/3/</sup>	RR <sup>/3/</sup>
• Caller ID <sup>/1/</sup>	RR <sup>/3/</sup>	RR <sup>/3/</sup>
• Voice Grade Service (VG 32,33 & 36) <sup>/1/</sup>	RR <sup>/3/</sup>	RR <sup>/3/</sup>
• ADN <sup>/1/</sup>	RR <sup>/3/</sup>	RR <sup>/3/</sup>

/1/ See Guidebook, Part 4, Section 1 and Part 6 Section 9, and Schedule Cal.P.U.C. No. 175-T.

/2/ See Guidebook Part 20, Section 6.

/3/ Rates and charges for add-on lines and feature are set forth in Guidebook Part 4 Section 1, Part 6 Section 7, Part 6 Section 9 and Schedule Cal.P.U.C. No. 175-T.

/4/ In-Only, Out-Only, or 2-Way Trunks.

/5/ Monthly credits for Bonus minutes will be awarded if in any month a customer bills 7,000 MOU and a minimum of 1,000 of these are intraLATA toll, or Custom 8, credits will be awarded for any MOU between 7,000 and 7,499 at a weighted average rate of \$0.021 per minute.

/6/ Centrex System Establishment Charges still apply.

/7/ Effective October 11, 2013, customers may not establish new Access Advantage Plus Packages service, and existing term plans may not be renewed or extended.

/8/ Material formerly appeared in Part 6, Section 7, Sheet 60 and has been renumbered.

(C)

/8/

**OPT-E-MAN® SERVICE**

/3/

**Service Availability**

(N)

Effective June 30, 2021, OPT-E-MAN Service will no longer be available for purchase by new or existing customers. In addition, requests to move, add, change, or renew existing service arrangements will not be accepted. Following the expiration of a customer's existing term agreement, service will be provided on a month-to-month basis at the applicable Monthly Extension rates until the service is discontinued. The Company currently plans to discontinue this service on or after June 30, 2023.

(N)

**A. General Description**

/3/

1. Service Description

OPT-E-MAN Service is an advanced service offering networking capabilities utilizing Optical Ethernet. Optical Ethernet is the use of Ethernet LAN packets running over optical fiber within or as access to a service provider's network. OPT-E-MAN provides an integrated service consisting of fiber and/or copper transport (at the Company's discretion) connected to an Ethernet device capable of switching and routing. OPT-E-MAN will provide bandwidth ranging from 2 Mbps to 1 Gbps. Customers will connect to the service using a router, bridge, or switch.

OPT-E-MAN supports a logical point-to-point, point-to-multi-point or multipoint-to-multipoint configuration and enables the customer to connect locations within the Local Access and Transport Area (LATA) or Metropolitan Area Network (MAN) as if they were segments on the same LAN.

Customers may connect any two or more locations together when utilizing a point-to-point or point-to-multipoint configuration, and a minimum of three or more locations when utilizing a multipoint-to-multipoint configuration<sup>/1/</sup>.

OPT-E-MAN Service provides the customer the capability to connect to the Company's Ethernet network, where facilities exist, via one of the following standard network interfaces:

- 10/100BaseT (100 Mbps)
- 1 Gbps Ethernet (1000BaseSX, 1000BaseLX/LH or 1000BaseZX)<sup>/2/</sup>

OPT-E-MAN service includes the transport from the customer's premises to the Ethernet network, a port on the Ethernet network, a Committed Information Rate (CIR) and Ethernet Virtual Connections (EVC).

Network Terminating Equipment (NTE) will be placed at the customer's premises as part of the OPT-E-MAN Service. The NTE functions as a switching and routing device.

A detailed description of the rate elements and how they are applied can be found in C. Rate Regulations, following.

Specifications for ordering OPT-E-MAN service rate elements are identified in B.2. Ordering Specifications and Provisioning, following.

/1/ Applicable to new service installed after November 29, 2006.

/2/ Includes allowances for overhead within the Company's Ethernet Network. If the customer orders 1 Gbps of CIR on a single port, the Company reserves the right to use up to 10% of bandwidth for traffic management.

/3/ Material formerly appeared in Part 6, Section 9.

/3/



**OPT-E-MAN SERVICE (cont'd)**

/1/

**B. Service Provisioning**

## 1. Manner of Provisioning

- a. Provisioning of this service is subject to the availability and operational limitations of the Company's equipment and associated facilities. Where facilities and/or operating conditions are not available, Special Construction charges as set forth in Schedule Cal. P.U.C No. 175-T, Section 15. may apply.
- b. Reserved
- c. Access into the Company's network must conform to industry standards and specifications as set forth in the Company's technical publication.
- d. The Company will provision up to and including the Network Terminating Equipment (NTE). The Company will place NTE at either a Multi-Tenant Unit (MTU) or Single Tenant Unit (STU). MTU NTEs are shared among multiple customers. The placement of the NTE shall be located in a manner consistent with federal and state regulatory requirements. This location will be at each customer's premises, unless specified otherwise and agreed to by the Company.
- e. NTEs installed by the Company on the customer's premises shall remain the property of the Company. The customer or user may not rearrange, disconnect, remove, attempt to repair, remote test or interface with any network equipment installed by the Company without prior written consent of the Company.
- f. The customer shall be responsible for obtaining permission for the Company's agents or employees to enter the customer's premises at a mutually agreed upon time for the purpose of installing, inspecting, repairing, or removing (upon termination of the service) the equipment of the Company.
- g. The operating characteristics of customer provided equipment (CPE) used in connection with OPT-E-MAN must not interfere with the Company's OPT-E-MAN network. CPE must not:
  - (1) Endanger the safety of the Company's employees or the public;
  - (2) Damage, harm, require change in or alteration of the equipment or other services of the Company; or
  - (3) Interfere with the proper operation of the Company's equipment.
- h. Upon notice from the Utility that the CPE is causing, or is likely to cause, such hazard or interference, the customer shall take such steps as necessary to remove or prevent such hazard or interference.
- i. OPT-E-MAN Service supports full duplex communication.
- j. If a customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 Media Access Control (MAC) addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed additional charges, with a limit of 100 MAC addresses total per port as set forth in E. Current Rates and Charges, following.

/1/

/1/ Material formerly appeared in Part 6, Section 9.





**OPT-E-MAN SERVICE (cont'd)**

/1/

**B. Service Provisioning (cont'd)**

## 1. Manner of Provisioning (cont'd)

- k. Repeater technology may be used for customers requesting OPT-E-MAN service from a serving wire center not equipped to provide OPT-E-MAN service or if customers are outside the technical limits of an Ethernet equipped Central Office. A technical review will be necessary to determine if service can be provided. Only one repeater can be used on a connection between the Ethernet equipped Central Office and the customer premises. A repeater will incur additional charges as set forth in E. following.
- l. The CIR selected by the customer must be committed to for a 30 day period before an increase in the CIR can be requested.
- m. OPT-E-MAN Service may be available in a meet-point billing arrangement involving another Incumbent Local Exchange Carrier (ILEC) (sometimes also referred to as an Independent Company or ICO), where suitable facilities exist and where appropriate procedures for such arrangements have been put in place between the Company and the other ILEC. When the Company and another ILEC jointly provision OPT-E-MAN Service with the other ILEC's service, the ILEC involved shall bill the customer at that ILEC's applicable rates for their portion of the service located in their operating territory. Ordering and provisioning procedures may vary, and therefore Meet-Point rate elements and charges may not be applicable, when the other ILEC involved in the Meet-Point arrangement is an AT&T ILEC.
- n. A Letter of Authorization will need to be established if customers want to purchase a logical connection via an EVC to another provider (IXC, ISP or other) in order to ensure security and accuracy in the connection.
- o. For Basic Service, a total of 8 Ethernet Virtual Connections (EVCs) may be configured per 10/100BaseT connection. A total of 64 EVCs may be configured per 1 Gbps connection. For Basic Plus Service, a total of 7 EVCs may be configured per 10/100BaseT connection. A total of 63 EVCs may be configured per 1 Gbps connection. Should the customer request more than 64 EVCs on a Basic Service 1 Gbps connection, or more than 63 EVCs on a Basic Plus Service 1 Gbps, a technical review will need to be conducted to determine whether the network will support more EVCs.
- p. Customers will be allowed to move from the 10/100BaseT to the 1 Gigabit Ethernet interface where facilities and equipment permit, staying within or moving from the Basic or Basic Plus connection. Nonrecurring charges associated with the new 1 Gigabit Ethernet connection will apply as set forth in E. following. If the customer only wants to move from Basic to Basic Plus connection without changing the type of interface, the Miscellaneous Change Charge will apply as set forth in E. following.

/1/

/1/ Material formerly appeared in Part 6, Section 9.



**OPT-E-MAN SERVICE (cont'd)**

/4/

**B. Service Provisioning (cont'd)**

## 1. Manner of Provisioning (cont'd)

- q. The aggregate assigned Committed Information Rate (CIR) across all Ethernet Virtual Connections (EVCs) between two customer connections cannot exceed 600 Mbps per Basic or Basic Plus configuration<sup>/1/</sup>.

The aggregate assigned Committed Information Rate (CIR) across all ICO trunk connections (EVCs) between any two customer connections utilizing a meet-point GigE ICO Trunk Arrangement between the Utility and an ILEC (ICO) cannot exceed 600 Mbps per Basic or Basic Plus connection<sup>/2/</sup>.

## 2. Ordering Specifications and Provisioning

The customer must select an OPT-E-MAN service configuration as described in the following:

**Basic**            The OPT-E-MAN Basic service configuration provides a switched, logical point-to-point or point-to-multipoint connection between customer locations using a physical connection to the network, and virtual connections through the OPT-E-MAN network.

**Basic Plus**      The OPT-E-MAN Basic Plus service configuration provides a switched, logical point-to-point, point-to-multipoint or multipoint-to-multipoint connection between customer locations using a physical connection to the network, and virtual connections through the OPT-E-MAN network.

OPT-E-MAN connection includes transport, port and interface to the Ethernet network, in which the customer orders one of the following connections:

10/100BaseT

10/100BaseT is an electrical handoff with a bandwidth limitation of 100 Mbps

1 Gbps Ethernet (1000BaseSX, 1000BaseLX/LH or 1000BaseZX)<sup>/3/</sup>

1 Gbps Ethernet is a fiber handoff with a bandwidth limitation of 1 Gbps.

The customer must select a Committed Information Rate (CIR) and at least one (1) Ethernet Virtual Connection (EVC) to enable the service.

/4/

/1/ Applicable to new services installed after November 29, 2006.

/2/ Applicable to new service installed after March 31, 2009.

/3/ Includes allowance for overhead within Company's Ethernet network. If the customer orders 1 Gbps of CIR on a single port, the Company reserves the right to use up to 10% of bandwidth for traffic management.

/4/ Material formerly appeared in Part 6, Section 9.



**OPT-E-MAN SERVICE (cont'd)**

/2/

**B. Service Provisioning (cont'd)**

## 2. Ordering Specifications and Provisioning (cont'd)

Grades of Service will be offered with each Committed Information Rate (CIR) and Ethernet Virtual Connection (EVC). Bronze and Silver Grades of Service will have an associated Service Level Agreement (SLA). Customer must select one of the following Grades of Service:

**Best Effort:** This Grade of Service supports non-critical data applications with more tolerance for delay and/or those that are lower in priority (i.e. LAN traffic). There are no service performance parameters associated with this Grade of Service.

**Bronze:** Intended for data applications with more tolerance for delay and/or those that are lower in priority, i.e., LAN traffic. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR) and Latency.

**Silver:** Intended for applications that require minimal loss and low latency variation. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR), Latency and Jitter.

An EVC is a logical point-to-point connection between two or more customer locations and goes from the customer demarcation point (Ethernet Interface) to the OPT-E-MAN network out to another customer demarcation point. Additional EVCs may be provisioned to establish additional virtual connections over the same physical connections. When additional EVCs are provisioned, the customer must designate the portion of the CIR bandwidth assigned to each EVC. For point-to-point and point-to-multipoint connections, EVCs can be set in 1 Mbps increments from 2 Mbps to 600 Mbps<sup>/1/</sup>. For multipoint-to-multipoint connections, EVCs can be set in 1 Mbps increments from 2 Mbps to 1 Gbps<sup>/1/</sup>.

If the customer selects the Silver Grade of Service, the initial EVC will be prioritized as Silver. Additional EVCs can be prioritized as either Silver, Bronze or Best Effort.

If the customer selects the Bronze Grade of Service, additional EVCs can be prioritized only as Bronze or Best Effort.

If the customer selects the Best Effort Grade of Service, additional EVCs can only be prioritized as Best Effort.

CIR is a statistical level of transmission or bandwidth that the network will provide. CIR is assigned to the port on the Network Terminating Equipment (NTE). If the customer wants more than 1 EVC on a port, then the CIR will need to be shared among the multiple EVCs. Rates and charges for CIRs are set forth in E. Current Rates and Charges, following.

/2/

/1/ Applicable to new services installed after November 29, 2006.

/2/ Material formerly appeared in Part 6, Section 9.



**OPT-E-MAN SERVICE (cont'd)**

/1/

**B. Service Provisioning (cont'd)**

3. Limitations

OPT-E-MAN is only available within the same Local Access Transport Areas (LATAs) and is subject to the availability and operational limitations of the Company's equipment and associated facilities.

Regulations, rates and charges specified herein are in addition to other regulations, rates and charges as set forth in Schedule Cal.P.U.C. No. 175-T.

Limitations of liability for OPT-E-MAN as set forth in Schedule Cal.P.U.C. No. 175-T, Section 2.1.2 and Guidebook, Part 2, Section 2 are applicable.

Where facilities, equipment and/or operating conditions are not available, Special Construction charges as set forth in Schedule Cal.P.U.C. No. 175-T, Section 15. are applicable.

The Company does not undertake to originate data, but offers the use of its service elements to customers for the purpose of transporting customer's originated data.

The responsibility of the Company shall be limited to furnishing the OPT-E-MAN network. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by CPE or for the quality of, or defects in, such transmission or the rejection of signal by CPE.

The Company will maintain and repair the service of which it furnishes and will provide the customer reasonable notification of service affecting activities that may occur in the normal operation of business.

Maintenance of service regulations and charges are set forth in Schedule Cal.P.U.C. No. 175-T, Section 13.3.1, Maintenance of Service, for customer reported trouble.

The Company may request additional customer information as may be required to permit the Company to maintain the OPT-E-MAN network and to ensure that the service arrangement is in compliance with the regulations contained in this section.

The Company shall not be responsible for error correction. Error correction is the responsibility of the customer's OPT-E-MAN compatible CPE.

/1/

/1/ Material formerly appeared in Part 6, Section 9.





**OPT-E-MAN SERVICE (cont'd)**

/2/

**B. Service Provisioning (cont'd)**

## 3. Limitations (cont'd)

OPT-E-MAN service does not allow for oversubscription. The sum total of the bandwidth assigned to EVCs are mapped to a single port and cannot exceed the ordered CIR.

The Company shall not be responsible for installation, operation, maintenance, or adapting OPT-E-MAN to the technological requirements of any specific CPE.

The Company shall not be responsible to the customer or user if changes in any of the equipment, operations, or procedures of the Company used in provisioning of OPT-E-MAN® render any facilities provided by the customer or user obsolete; or require modification or alteration of such equipment or system; or otherwise affect its use or performance, provided the Company has met all applicable information disclosure requirements otherwise required by law.

For Basic and Basic Plus point-to-point and point-to-multipoint service, the Company will use controls to limit the amount of broadcast traffic to protect the OPT-E-MAN network against broadcast storms. The maximum throughput of broadcast traffic will be set at 10 Mbps per customer port. Packets dropped by traffic controls will be excluded from SLA calculations. The Company recommends that customers enable controls for broadcast traffic within the customer network<sup>/1/</sup>.

For Basic Plus Multipoint to Multipoint service, the Company will use controls to limit the amount of multicast and broadcast traffic to protect the OPT-E-MAN network against traffic storms. The maximum throughput of multicast traffic will be set at 1 Mbps per customer port. The maximum throughput of broadcast traffic will be set at 200 packets per second per port.

The Company recommends that customers enable controls for multicast, broadcast and unknown unicast traffic within the customer network(s).

## 4. Technical Specifications

Technical specifications are set forth in the following technical reference:

Network Equipment Design Requirements (SBC-TPT7620MP Issue 5, 10/03) Ethernet Standards for SBC Local Exchange Companies (SBC-TP76412 Issue 2, 12/1/03)

This technical reference can be obtained from:

Apex Support Team  
(734) 523-7348

/2/

/1/ This provisioning requirement will only apply to new service installed after June 18, 2007.

/2/ Material formerly appeared in Part 6, Section 9.



**OPT-E-MAN SERVICE (cont'd)**

/1/

**B. Service Provisioning (cont'd)**

5. Allowance for Service Interruptions

- a. The Company will administer its network to ensure the provision of acceptable service levels to all users of the Company's OPT-E-MAN network. In case of an interruption of service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows. No credit shall be allowed for an interruption of less than 10 seconds. If an interruption of service is more than 10 seconds, the customer shall be credited at the rate 10/8640 of the monthly charges for the service for each period of 5 minutes, or major fraction thereof, that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates.

Service Level Agreements (SLAs) are offered with OPT-E-MAN for the Bronze and Silver Grades of Service and provide the customers with end to end performance backed by service credits if minimum quality standards are not met by the Company. The following Service Level Agreement (SLA) will be supported for OPT-E-MAN Service for the Bronze and Silver Grades of Service:

(1) Network Availability

The Company is committed to maintain Network Availability of 99.95% per month, including the local loop. This equates to less than 21.6 minutes of downtime per month (based on a 30-day month), excluding maintenance window and any exclusions as set forth in d.(2) following.

(a) Calculation

Network Availability is calculated as the percentage of time that the Optical network is capable of accepting and delivering customer data to the total time in the measurement period. The calculation for Network Availability for a given month is as follows:

$$\text{Network Availability} = \frac{(24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites}) - \text{network outage time (measure in minutes)}}{(24 \text{ hours} \times \text{days in month} \times 60 \text{ minutes} \times \text{number of customer sites})}$$

As specified in the formula above, all ports included in a customer's network are utilized in calculating Network Availability.

(b) Reporting and Remedies

The customer is responsible for notifying the Company within 45 days after the end of the month when Network Availability falls below the committed level and requesting a service credit. Upon verification by the Company that the actual Network Availability for the service was less than the committed level, the customer will be provided a service credit equal to 10% of the monthly recurring charge for all affected ports.

/1/

/1/ Material formerly appeared in Part 6, Section 9.



**OPT-E-MAN SERVICE (cont'd)**

/1/

**B. Service Provisioning (cont'd)**

## 5. Allowance for Service Interruptions (cont'd)

## b. The following Service Level Agreements will be supported for the Bronze Grade of Service:

## (1) Packet Delivery Rate (PDR)

Packet Delivery Rate (PDR) is defined as the actual amount of useful and non-redundant information that is transmitted or processed from end-to-end across the network. The PDR is 99.5% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer ports are attached.

Calculation

Packet delivery is measured by averaging sample measurements taken during a calendar month from NTE to NTE to which the customer ports are attached and calculations will be measured only when the OPT-E-MAN® network is available.

Reporting and Remedies

The customer is responsible for notifying the Company within 45 days after the end of the month when the PDR falls below the committed level and requesting a service credit. Upon notification by the customer that the actual PDR for the service was less than the committed level, the Company has 30 days to correct the problem. If after 30 days, the PDR is still less than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for all affected ports for the month in which the PDR falls below the committed level.

## (2) Latency

The Company is committed to maintain delay across the Company's network of no more than 27 ms (54 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less.

Calculation

Latency is measured by averaging sample measurements taken during a calendar month between NTEs to which the customer ports are attached and calculations will be measured only when the OPT-E-MAN Network is available.

Reporting and Remedies

The customer is responsible for notifying the Company within 45 days after the end of the month when Latency for a connection is above 27 ms one-way (54 ms roundtrip) and requesting a service credit. Upon notification by the customer that the actual delay for data was more than the committed level, the Company has 30 days to correct the problem. If after 30 days, the delay is still more than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for the affected ports in which the customer-specific delay was above the committed level.

/1/

/1/ Material formerly appeared in Part 6, Section 9.



**OPT-E-MAN SERVICE (cont'd)**

/1/

**B. Service Provisioning (cont'd)**

## 5. Allowance for Service Interruptions (cont'd)

## c. The following Service Level Agreements will be supported for the Silver Grade of Service:

## (1) Packet Delivery Rate (PDR)

Packet Delivery Rate (PDR) is defined as the actual amount of useful and non-redundant information that is transmitted or processed across the network. The PDR is 99.9% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer ports are attached.

Calculation

Packet delivery is measured by averaging sample measurements taken during a calendar month from NTE to NTE to which the customer ports are attached and calculations will be measured only when the OPT-E-MAN network is available.

Reporting and Remedies

The customer is responsible for notifying the Company within 45 days after the end of the month when the PDR falls below the committed level and requesting a service credit. Upon notification by the customer that the actual PDR for the service was less than the committed level, the Company has 30 days to correct the problem. If after 30 days, the PDR is still less than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for all affected ports for the month in which the service parameters fall below the committed level.

## (2) Latency

The Company is committed to maintain delay across the Company's network at no more than 18 ms (36 ms roundtrip) one way end-to-end (including the local loop) within the Company's network for packets 1500 bytes or less.

Calculation

Latency is measured by averaging sample measurements taken during a calendar between NTE to which the customer ports are attached and calculations will be measured only when the OPT-E-MAN network is available.

Reporting and Remedies

The customer is responsible for notifying the Company within 45 days after the end of the month when Latency for a connection is above 18 ms one-way (36 ms roundtrip) and requesting a service credit. Upon notification by the customer that the actual delay for data was greater than 18 ms one-way (36 ms roundtrip) the Company has one month to correct the problem. If after one (1) month the delay is still greater than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for the affected ports in which the customer-specific delay was greater than the committed level.

/1/

/1/ Material formerly appeared in Part 6, Section 9.





**OPT-E-MAN SERVICE (cont'd)**

/1/

**B. Service Provisioning (cont'd)**

## 5. Allowance for Service Interruptions (cont'd)

- c. The following Service Level Agreements will be supported for the Silver Grade of Service (cont'd)

## (3) Jitter

The delay variance is the delta between a packet delay and the average packet delay of the sample of packets transmitted across the network. It is measured between two endpoints. The Company is committed to maintain a jitter of less than 12 ms one way end-to-end (including the local loop) within the Company's network.

Calculation

Jitter is calculated by measuring the variance of packets delivered from one point to another. This measurement will be taken during the Company's network busy hour and only when the OPT-E-MAN network is available.

Reporting and Remedies

The customer is responsible for notifying the Company within 45 days after the end of the month when jitter for a connection is above 12 ms and requesting a service credit. Upon notification by the customer that the actual jitter was greater than 12 ms, the Company has 30 days to correct the problem. If after 30 days the jitter is still greater than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for the affected ports for the subsequent month in which the jitter was above the committed level.

- d. Service Level Agreement (SLA) Regulations and Exclusions

## (1) Service Level Agreement (SLA) Regulations

- (a) SLAs will be offered at no charge to all customers who subscribe to the Bronze or Silver Grades of Service.
- (b) SLAs will apply to all connection types under the Bronze or Silver Grades of Service.
- (c) SLA credits will not exceed full monthly charges for affected network elements.
- (d) Packet Delivery Rate, Latency and Jitter calculations will be measured only when the OPT-E-MAN network is available.

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/1/ Material formerly appeared in Part 6, Section 9.



**OPT-E-MAN SERVICE (cont'd)**

/1/

**B. Service Provisioning (cont'd)**

5. Allowance for Service Interruptions (cont'd)

d. Service Level Agreement (SLA) Regulations and Exclusions (cont'd)

(2) Service Level Agreement Exclusions

The Company will be excused from providing any Service Level Agreement credits for the Bronze and Silver Grades of Service should any of the following conditions occur:

- (a) Force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes; loss or damage resulting from any cause beyond the Company's reasonable control such as acts of war, civil disturbances, acts of civil or military authorities or public enemy.
- (b) All SLAs are end-to-end (hand-off at the customer demarcation to hand-off at the customer demarcation, including the local loop). The failure of any components beyond the local facility, including the Network Interface (NI), are excluded from SLA calculation.
- (c) Data loss during the Company's scheduled maintenance window.
- (d) Data exceeding subscribed CIR.
- (e) Failures attributed to facilities or equipment provided by customer or its contractors, equipment vendors, another local exchange carrier or inter-exchange carrier.
- (f) Any customer Network Management is not included in SLA.
- (g) Packets dropped by traffic controls are excluded from SLA calculations.
- (h) Data exiting the network through the customer ports in a multipoint-to-multipoint configuration are excluded from SLA calculations to the extent that it exceeds the CIR for those ports.

/1/

/1/ Material formerly appeared in Part 6, Section 9.



**OPT-E-MAN SERVICE (cont'd)**

/1/

**C. Rate Regulations**

This section identifies each rate element and discusses the rate application governing the rates and charges that apply to OPT-E-MAN.

Specific rates and charges for OPT-E-MAN are set forth in E. Current Rates and Charges, following.

Jurisdictional reporting requirements are set forth in Schedule Cal.P.U.C. No. 175-T, Section 2.3.14 Jurisdictional Report Requirements.

**1. Rate Elements**

The following identifies the rate elements offered, where facilities exist, for OPT-E-MAN.

**a. Standard Connection**

The Standard Connection rate element is assessed per interface at bandwidths of 100 Mbps (10/100BaseT) or 1 Gbps Ethernet. The OPT-E-MAN connection rate element includes the physical connection between the customer's demarcation and the core Ethernet network, and a port on the NTE.

**b. Ethernet Virtual Circuit (EVC)**

EVC rate element is assessed in ranges of 2-1000 Mbps and is provided at no charge. EVCs can be assigned in 1 Mbps increments within each range. Additional EVCs may be ordered to establish additional virtual connections over the same physical connections. When additional EVCs are ordered, the customer must designate the portion of the CIR bandwidth assigned to each EVC.

**c. Committed Information Rate (CIR)**

CIR rate element is defined as bandwidth, which is assessed per speed increments ranging from 2 Mbps to 1 Gbps.

**d. Additional Media Access Control (MAC) Addresses**

MAC Addresses rate element is a data link layer protocol used for Layer 2 connectivity and is assessed per MAC address group 51-100. There is a limit of 100 MAC addresses total per port.

/1/

/1/ Material formerly appeared in Part 6, Section 9.



**OPT-E-MAN SERVICE (cont'd)**

/1/

**C. Rate Regulations (cont'd)**

## 1. Rate Elements (cont'd)

The following identifies the rates elements offered, where facilities exist for OPT-E-MAN (cont'd)

## e. Service Order Change Charge

Service Order Change Charge is assessed for pending service order and is assessed per location:

- (1) Changes in physical and bandwidth configurations, such as increases in CIR, changes in the type of connection ordered or grade of service changes, i.e., Bronze to Silver.
- (2) Ethernet Virtual Circuit changes such as deleting or adding EVCs or changing the CIR associated with an EVC.
- (3) Port Changes include upgrading a port from 10/100BaseT to a 1 Gbps port or increasing the limit on the number of MAC Addresses that can be used with a port.

## f. Service Order Cancellation

If the customer cancels service prior to installation being completed, a Service Order Cancellation Charge (per port, per location) will apply, in addition to any unpaid Special Construction charge that the Company has incurred.

## g. Service Order Expedite

Service Order Expedite Charge is assessed per location when customer requests service to be installed sooner than the Company/Customer agreed upon due date. Service can only be expedited if the Company can accommodate the request.

## h. Repeater

Repeater charge is assessed per location when customer requests OPT-E-MAN service from a serving wire center not equipped to provide OPT-E-MAN service and if the technical review indicates that service can be provided using a repeater from the customer's location to the Ethernet network.

## i. Miscellaneous Change Charge

Miscellaneous Change Charge is assessed per location when customer requests changes to their existing OPT-E-MAN service:

- (1) Changes in physical and bandwidth configurations, such as increases in CIR, changes in the type of connection ordered or grade of service changes, i.e. Bronze to Silver.
- (2) Ethernet Virtual Circuit changes such as deleting or adding EVCs or changing the CIR associated with an EVC.
- (3) Port Changes include upgrading a port from 10/100BaseT to a 1 Gbps port or increasing the limit on the number of MAC Addresses that can be used with a port.

/1/

/1/ Material formerly appeared in Part 6, Section 9.





**OPT-E-MAN SERVICE (cont'd)**

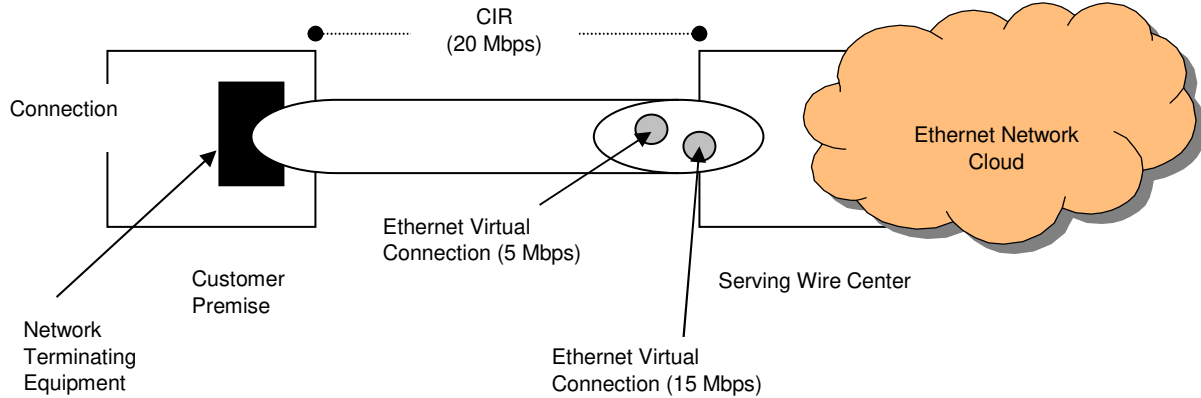
/1/

**C. Rate Regulations (cont'd)**

1. Rate Elements (cont'd)

The following identifies the rates elements offered, where facilities exist for OPT-E-MAN (cont'd)

j. The following diagram describes a standard service configuration for OPT-E-MAN.



k. Meet-Point Billing Options

Meet-Point is available in two configurations:

**Direct LEC Connection** is provisioned using a standard OPT-E-MAN Basic or Basic Plus Connection and associated CIR, plus Mileage. The mileage is measured in airline miles from the OPT-E-MAN switch location to the ILEC (ICO) meet-point location.

**GigE ICO Trunking Arrangement** applies an ICO Trunk Connection Charge between the OPT-E-MAN switch location and the ICO meet-point location that is shared with the ILEC (ICO) Ethernet switch. The ICO Trunk Connection Charge is applied to each customer Ethernet Virtual Connection (EVC) that is transported on the GigE trunk backbone to the ICO meet-point. The ICO Trunk Mileage charge is applicable to each customer Ethernet Virtual Connection (EVC) transported across the GigE trunk when mileage exceeds 10 miles. Mileage is calculated from the OPT-E-MAN switch location to the ICO meet-point location.

/1/

/1/ Material formerly appeared in Part 6, Section 9.



**OPT-E-MAN SERVICE (cont'd)**

/2/

**C. Rate Regulations (cont'd)**

## 2. Term Pricing Plan

## a. General

OPT-E-MAN Term Pricing Plan (TPP) provides the customer with rate stabilization and discounted tariff rates. The OPT-E-MAN TPP provides for a one, two, three or five<sup>/1/</sup> year terms. Monthly extension will only be offered when a term contract has expired and the customer has not yet signed another term contract.

OPT-E-MAN TPP monthly rates will be exempt from Company initiated rate increases throughout the selected service period. Should the Company increase its rates during the OPT-E-MAN TPP service period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under the OPT-E-MAN TPP.

Decreases in OPT-E-MAN TPP monthly recurring tariff rates will be passed on to customers who participate in an OPT-E-MAN TPP.

Nonrecurring charges will be waived for those customers selecting the two, three or five<sup>/1/</sup> year Term Payment Plan (TPP) period for new service for the Basic or Basic Plus Connection, Committed Information Rate (CIR), Additional MAC Addresses and Repeater rate elements.

## b. Renewal of Term Pricing Plan

At the end of a Term Pricing Plan, the customer may renew with a written notice of intent to renew no later than 90 days prior to its expiration, for any TPP in effect without incurring new nonrecurring charges.

If the customer elects not to renew the TPP or does not notify the Company of its intent to renew the TPP, the service will automatically be billed under the Monthly Extension rates in effect at the time the TPP expires until the customer cancels or renews the service with a new TPP term. Subsequently, customers under the Monthly Extension rates may convert their existing service to either a one, two, three, or five<sup>/1/</sup> year TPP. The customer will not be assessed any associated nonrecurring charges as long as the physical serving arrangement does not change.

Monthly Extensions are not available to new service.

/2/

/1/ As of November 15, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers.

/2/ Material formerly appeared in Part 6, Section 9.



**OPT-E-MAN SERVICE (cont'd)**

/1/

**C. Rate Regulations (cont'd)**

2. Term Pricing Plan (cont'd)

c. Change of Term Pricing Plan

At any time, a customer may change an existing TPP to a new TPP only when the new TPP payment period is longer than the remaining period currently in effect, without any Termination Liability Charges or nonrecurring charges applying as long as all other aspects of the service and facilities remain unchanged. The new TPP begins on the service order completion date and is treated as a new TPP period.

d. Service Available Under OPT-E-MAN TPP

A customer may elect to participate in the OPT-E-MAN TPP for the OPT-E-MAN Basic Connection and Repeater rate elements only.

/1/

/1/ Material formerly appeared in Part 6, Section 9.



**OPT-E-MAN SERVICE (cont'd)**

/1/

**C. Rate Regulations (cont'd)**

2. Term Pricing Plan (cont'd)

e. Terms and Conditions (cont'd)

Customers must specify the length of the service period at the time the OPT-E-MAN is established.

Customers may upgrade their usage (CIR) to a higher speed without incurring termination charges, depending on facilities used. The Company will determine whether such an upgrade is permissible based on the type of facilities currently used to provide the service.

Customers may upgrade their Grade of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

Customers may move their existing service to a new location without incurring termination charges provided all of the following conditions are met:

- (1) The customer maintains the existing TPP at the new location or establishes a new TPP equal to or greater than at the old location;
- (2) During the Term Payment Plan, a customer may move OPT-E-MAN location to another premises in the same LATA and keep the Term Plan in force without assessment of Early Termination Liability, provided no lapse in billing occurs;
- (3) The customer's request for disconnect at the existing location and the request for service at the new location are received at the same time;
- (4) The customer's disconnect order for the existing service references the new connect order for the new service;
- (5) Moves of one location to a premise in a different serving office may result in a change in the monthly charges. Nonrecurring charges, as appropriate, are applicable as set forth in E. Rates and Charges, following.
- (6) If the customer moves more than one location of the service concurrently the customer will be liable for Termination Liability charges as this is considered a complete disconnect of the service.

/1/

/1/ Material formerly appeared in Part 6, Section 9.





**OPT-E-MAN SERVICE (cont'd)**

/1/

**C. Rate Regulations (cont'd)**

## 2. Term Pricing Plan (cont'd)

## f. Termination Charges

In addition to any special construction liabilities, as set forth in Schedule Cal.P.U.C. 175-T, Section 15., customer termination liability for cancellation of OPT-E-MAN TPP shall be equal to:

- (1) Any unpaid Special Construction or nonrecurring charges (excluding any waived charges); plus
- (2) Fifty percent (50%) of all recurring charges for the remaining months of the customer's term which the customer agrees to pay within 30 days.
- (3) The termination charge is calculated as follows:

(Monthly Recurring Rate) x (Months remaining in TPP term) x (Termination Billing Period Percentage)

Example: A customer with a \$1,800.00 monthly rate terminates service with 10 months remaining in a 3 year TPP term.

The termination liability charges would be calculated as follows:  $(\$1,800.00) \times (10) \times (.50) = \$9,000.00$

Migration to AT&T Switched Ethernet Service<sup>SM</sup>

Customers subscribing to OPT-E-MAN Service may migrate to AT&T Switched Ethernet Service provided by the Company without incurring termination liability, subject to the following conditions:

- The new AT&T Switched Ethernet Service and the existing OPT-E-MAN Service must be billed to the same customer of record at the same customer locations.
- The customer's existing service must have been in place for at least 12 months.
- The minimum term for the new service must be at least 12 months and must be equal to or greater than the number of months remaining in the customer's existing Term Payment Plan (TPP) term.
- The speed (capacity/bandwidth) of the new service must be equal to or greater than that of the existing service.
- The customer must issue a disconnect order for the replaced OPT-E-MAN Service to be effective within 90 days after the AT&T Switched Ethernet Service installation date. The disconnect and new orders must be coordinated through the Company.
- If overlapping service is required, the period will be limited to not more than 90 days and billing will apply to both services during the time both services are available.

/1/

<sup>SM</sup> AT&T Switched Ethernet Service is a service mark of AT&T Intellectual Property.

/1/ Material formerly appeared on Part 6, Section 9.



**OPT-E-MAN SERVICE (cont'd)**

**D. Rates and Charges**

	<u>Nonrecurring Charges<sup>/3/</sup></u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60<sup>/4/</sup> Months</u>	<u>Monthly Extension</u>
Standard Connection <sup>/1/</sup> - per location						
<u>Basic Service</u>						
10/100BaseT	\$1,925.00	\$780.00	\$750.00	\$650.00	\$575.00	\$1,248.75 (I)
1 Gbps	2,100.00	1,200.00	1,150.00	1,000.00	850.00	1,890.00 (I)
<u>Basic Plus Service</u>						
10/100BaseT	\$1,925.00	\$780.00	\$750.00	\$650.00	\$575.00	\$1,248.75 (I)
1 Gbps	2,100.00	1,200.00	1,150.00	1,000.00	850.00	1,890.00 (I)

	<u>Nonrecurring Charges</u>	<u>Grade of Service Monthly Charges</u>		
		<u>Best Effort</u>	<u>Bronze</u>	<u>Silver</u>
Ethernet Virtual Connection (EVC) <sup>/2/</sup> - per connection				
2-1000 Mbps	\$0.00	\$0.00	\$0.00	\$0.00

- /1/ Standard Connection rates include the Interface, Port and Transport rate element.
- /2/ Ethernet Virtual Connections are required for provisioning purposes only and can be assigned in 1 Mbps increments.
- /3/ Nonrecurring charges will be waived for those customers selecting the 24, 36 or 60<sup>/4/</sup> month Term Payment Plan (TPP) period for new service.
- /4/ As of November 15, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers.

**OPT-E-MAN SERVICE (cont'd)**

**D. Rates and Charges (cont'd)**

<u>Committed Information Rate (CIR)</u>	<u>Nonrecurring Charge</u> <sup>/1/</sup>	<u>Grade of Service Monthly Charge</u>			
		<u>Best Effort</u>	<u>Bronze</u>	<u>Silver</u>	
2 Mbps	\$75.00	\$344.25	\$405.00	\$675.00	(l)
4 Mbps	75.00	398.25	472.50	742.50	(l)
5 Mbps	75.00	N/A	607.50	877.50	(l)
8 Mbps	75.00	627.75	742.50	1,012.50	(l)
10 Mbps	75.00	N/A	877.50	1,147.50	(l)
20 Mbps	75.00	N/A	1,215.00	1,485.00	(l)
50 Mbps	75.00	N/A	1,383.75	1,653.75	(l)
100 Mbps	75.00	N/A	1,620.00	1,890.00	(l)
150 Mbps	75.00	N/A	1,856.25	2,396.25	(l)
250 Mbps	75.00	N/A	2,126.25	2,666.25	(l)
500 Mbps	75.00	N/A	2,565.00	3,105.00	(l)
600 Mbps	75.00	N/A	3,003.75	3,543.75	(l)
1000 Mbps	75.00	N/A	3,476.25	4,016.25	(l)

N/A - Not Available

/1/ Nonrecurring charges will be waived for those customers selecting the 24, 36 or 60<sup>2/</sup> month Term Payment Plan (TPP) period for new service.

/2/ As of November 15, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers.

**OPT-E-MAN SERVICE (cont'd)**

**D. Rates and Charges (cont'd)**

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>				
Additional Mac Addresses <sup>/1/</sup> - 51-100	\$70.00	\$6.75 (I)				
Service Order Change Charge	75.00	NA				
Miscellaneous Change Charge	50.00	NA				
Service Order Cancellation Charge	200.00	NA				
Order Expedite	300.00	NA				
	<u>Nonrecurring Charges<sup>/1/</sup></u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60<sup>/2/</sup> Months</u>	<u>Monthly Extension</u>
Repeater	\$250.00	\$400.00	\$375.00	\$325.00	\$300.00	\$641.25 (I)

/1/ Nonrecurring charges will be waived for customers selecting the 24, 36 or 60<sup>/2/</sup> month Term Payment Plan (TPP) period for new service.

/2/ As of November 15, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers.

**OPT-E-MAN SERVICE (cont'd)**

**D. Rates and Charges (cont'd)**

	<u>Nonrecurring Charge</u>	<u>Monthly Price</u>
Meet-Point Billing Options		
- Direct LEC Connection, Mileage		
Above 0 and inclusive of 10 miles	\$1,200.00	\$675.00 (I)
Above 10 and inclusive of 25 miles	1,200.00	1,350.00
Above 25 and inclusive of 35 miles	1,200.00	2,025.00
Above 35 and inclusive of 50 miles	1,200.00	3,375.00 (I)

	<u>Nonrecurring Charge<sup>/1/</sup></u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60<sup>/2/</sup> Months</u>	<u>Monthly Extension</u>
- GigE ICO Trunking Arrangement						
ICO Trunk Connection Charge, per EVC						
2 Mbps	\$300.00	\$340.00	\$290.00	\$250.00	\$220.00	\$540.00 (I)
4 Mbps	345.00	380.00	330.00	285.00	250.00	594.00
5 Mbps	400.00	430.00	370.00	315.00	270.00	675.00
8 Mbps	460.00	490.00	420.00	360.00	310.00	769.50
10 Mbps	525.00	570.00	490.00	420.00	360.00	891.00
20 Mbps	600.00	670.00	580.00	504.00	430.00	1,053.00
50 Mbps	700.00	840.00	730.00	630.00	540.00	1,309.50
100 Mbps	800.00	1,120.00	970.00	840.00	720.00	1,741.50
150 Mbps	925.00	1,670.00	1,450.00	1,260.00	1,080.00	2,605.50
250 Mbps	1,100.00	2,160.00	1,870.00	1,620.00	1,380.00	3,361.50
500 Mbps	1,100.00	4,640.00	4,030.00	3,500.00	2,980.00	7,209.00
600 Mbps	1,100.00	5,560.00	4,830.00	4,200.00	3,570.00	8,640.00
1 Gbps	1,100.00	6,390.00	5,500.00	4,830.00	4,100.00	9,936.00 (I)

/1/ Nonrecurring charges will be waived for those customers selecting the 24, 36 or 60<sup>/2/</sup> month Term Pricing Plan (TPP) period for new service.

/2/ As of November 15, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers.

**OPT-E-MAN SERVICE (cont'd)**

**D. Rates and Charges (cont'd)**

	<u>Monthly Charge</u>	
Meet-Point Billing Options (cont'd)		
- GigE ICO Trunking Arrangement (cont'd)		
ICO Trunk Mileage, per EVC		
Above 0 and inclusive of 10 miles	N/A	
Above 10 and inclusive of 25 miles		
2 Mbps to 20 Mbps	\$229.50	(l)
50 Mbps to 150 Mbps	506.25	
250 Mbps to 1 Gbps	2,025.00	(l)
Above 25 and inclusive of 35 miles		
2 Mbps to 20 Mbps	364.50	(l)
50 Mbps to 150 Mbps	911.25	
250 Mbps to 1 Gbps	2,362.50	(l)
Above 35 and inclusive of 50 miles		
2 Mbps to 20 Mbps	553.50	(l)
50 Mbps to 150 Mbps	1,485.00	
250 Mbps to 1 Gbps	2,700.00	(l)