5. <u>Advanced Services</u>   (N)

Regulations and provisions found in Part 5, Section 5.1, 5.2 and 5.3, following, are relevant only to services available in Part 5, Sections 5.4, 5.5, 5.8, 5.9 and 5.10, following, of this Guidebook.

5.1. <u>Definitions of Terms and Abbreviations</u>

The following are definitions of generally used terms.

Affiliate Regions – Denotes the geographic areas served by the Company.

CLEC – Competitive Local Exchange Carrier

Committed Information Rate – The bit rate that the network commits to transfer data under normal conditions. Each Permanent Virtual Circuit (PVC) is assigned a committed information rate (CIR).

Company – The Issuing Carriers (listed on the Title Page of this Guidebook), either individually or collectively.

Customer – Any person, firm, partnership, corporation or other entity who subscribes to Service under an arrangement which incorporates, in whole or in part, these Terms and Conditions.

Customer Designated Premise – A physical location where Company's facilities terminate to the Customer equipment or facilities.

End User – An individual, association, corporation, government agency or entity that subscribes to the Service and does not resell the Service to others or use the Service as an input to provide an information Service to others. An End User is not an Internet Service Provider that purchases DSL Transport to provide high speed Internet Access information Services to others. For DSL Transport, the End User is the Customer of the Internet Service Provider.

ICO ("Independent Company") Regions - Refers to geographic areas that are not served by the Company.   (N)

ILEC – Incumbent Local Exchange Carrier   (N)

IXC – Interexchange Carrier

Logical Connection – Provides end-to-end information transfer capability from one port to another.

Permanent Virtual Circuit (PVC) – Software defined logical paths established between two or more points (point to point or point to multi-point). All cells, in all sessions between two end points, follow the same route. The PVC defines the logical path from the Customer's premises through Company's PremierSERV^{SM} ATM network to the desired destination, typically another Customer premises location. The PVC is established with the Customer's desired bandwidth at the time the circuit is initially turned up for service, which will remain in place until the Customer decides to change the PVC path or bandwidth.

Service – Offering of data services under the terms contained herein.

Virtual Session – The active communications path between Company's PremierSERV^{SM} ATM network and End User premises.   (N)

5.2 General Term and Conditions   (N)

    5.2.1 Undertaking of Company

        5.2.1.1   Company will furnish Services originating or terminating at specified points within the United States.

        5.2.1.2   Company shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in these Terms and Conditions. In the event that Company transfers Service to an affiliate, subsidiary or assign, Company shall transfer all rights and obligations set forth in the Terms and Conditions to that affiliate, subsidiary or assign.

        5.2.1.3   Company may, when authorized by Customer, act as Customer's agent for ordering dedicated access lines, facilities or network elements provided by other carriers to allow connection of Customer's locations to Company's network or to the network of an underlying carrier or Service.

        5.2.1.4   Company will pass on and bill to Customer any charges it incurs (including any applicable recurring and nonrecurring charges, time and material charges, or special construction charges) from other service providers, such as ILECs, IXCs and CLECs, necessary to complete provision or maintenance of a Service to Customer's designated premises.

        5.2.1.5   Company will pass on and bill to Customer any charges it incurs (including any applicable cancellation or termination charges) from other service providers, such as ILECs, IXCs and CLECs, if Customer cancels an order prior to the Company committed Service date.

        5.2.1.6   Services are provided 24 hours daily, seven days per week except as set forth in other sections of the Terms and Conditions.

        5.2.1.7   Company shall be responsible for the installation, operation and maintenance of the Services.

        5.2.1.8   Company reserves the right to test its Services for purposes including, but not limited to, the installation, operation and maintenance of the Services. Invasive testing may result in interruptions of Service.

        5.2.1.9   Facilities utilized by Company to provide Service shall remain the property of the Company.

        5.2.1.10 Company does not warrant that its facilities and Services meet standards other than those set forth herein, in specifically referenced industry standards or in network change notifications issued in compliance with Federal Rules and Regulations.   (N)

5.2.2 Limitations of Service   (N)

5.2.2.1   Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of these Terms and Conditions. Service may not be available in some locations or in some areas.

5.2.2.2   Company reserves the right to discontinue furnishing Service, or to limit the use of the Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of these Terms and Conditions or for nonpayment by Customer.

5.2.2.3   Customer may not transfer or assign the use of Service, except with the prior written consent of Company. All these Terms and Conditions shall apply to any such permitted assignee or transferee. Except and to the extent that applicable laws or regulation require such notice, Company may assign its rights and obligations hereunder in whole or in part without notice to Customer.

5.2.2.4   Company may require Customer to sign an application form furnished by Company and to establish credit as provided in these Terms and Conditions, as a condition precedent to the initial establishment of Service. Company's acceptance of an order for Service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions of these Terms and Conditions. Company may also require a signed authorization from Customer for additions to or changes in existing Service for such Customer.

5.2.3 Limitations of Liability

5.2.3.1   Company warrants that the Service will be installed and maintained in good working order and that the Service will perform substantially in accordance with the requirements of these Terms and Conditions.

5.2.3.2   Company's warranty does not cover repairs for damages caused by any negligence, gross negligence, or intentional acts or omissions of Customer, or its officers, agents or employees. Except as specifically provided for herein, Company expressly disclaims all other warranties with respect to the Service, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

5.2.3.3   Company's sole liability, whether in contract or in tort (including negligence, gross negligence or strict liability), for any failure, defect, error, loss, or omission in the provisioning of the Service ("Service Interruption") of any kind including, but not limited to, Service Interruption alleged to be caused by defective Customer-owned or provided equipment or Customer premises equipment ("Customer Equipment"), even if provided or installed by Company, is limited to refund of the proportionate charge for the period during which the Service was affected.   (N)

5.2.3.4   In no event will Company be liable to Customer, under any circumstances, for indirect,   (N)
incidental, special or consequential damages of any kind whatsoever including, but not
limited to, lost profits, lost revenue, failure to realize expected savings and loss of
data, regardless of the form of action and whether or not such damages are
foreseeable.

5.2.3.5   Company shall not be liable for unlawful use, or use by any unauthorized person, of its
Service, or for any claim arising out of a breach in the privacy or security of
communications transmitted by Company.

5.2.3.6   Company shall not be liable for any act or omission of other carriers whose facilities
may be utilized in establishing connections to points not reached by Company's
facilities. Customer shall indemnify and hold harmless Company from any third-party
claims asserting such liability.

5.2.3.7   Company shall not be liable for any damages Customer may incur as a result of the
unauthorized use of the Services. Customer is responsible for controlling access to,
and the use of, the Services provided by Company.

5.2.3.8   Company shall not be liable for temporary interruptions of Service that may occur as
normal events in the provision of Service. Company has no control over third party
networks accessed in the course of Customer's use of Service; therefore, Company
shall not be liable for any delays and disruption caused by other network
transmissions beyond Company's control.   (N)

5.2.4   Force Majeure   (N)

Company will not be liable for any loss or damage resulting from any cause beyond Company's reasonable control, such as, but not limited to, fire, explosion, lightning, flood, earthquake, power surges or failures, strikes or labor disputes, floods, storms, tornadoes, acts of war, civil disturbances, acts of civil or military authorities or the public enemy, delays caused by Customer, Customer Equipment or Customer Service or equipment vendors or any other cause beyond Company's reasonable control.

On the occurrence of any such event and to the extent such occurrence interferes with Company's obligation under these Terms and Conditions, Company will be excused from such obligations during the period of such interference, provided that Company uses all reasonable efforts available to Company to avoid or remove such causes of inability to meet such obligation.

5.2.5   Law Enforcement and Civil Process

5.2.5.1   Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from telecommunications carriers. When Company receives a request associated with the Customer, Company will comply with any valid request, to the extent Company is able to do so. If such compliance requires the assistance of Company, such assistance will be provided.

5.2.5.2   Subpoenas. If Company receives a subpoena for information concerning an End User Company knows to be Customer's End User, Company will refer the subpoena to the requesting entity indicating that Customer is the responsible company. Provided, however, if the subpoena requests records for a period of time during which Company was the End User's Service provider, Company will respond to any valid request to the extent Company is able to do so. If response requires the assistance of Customer, such assistance shall be provided by Customer.   (N)

5.2.6   Provision of Services   (N)

        5.2.6.1 Company will provide to the Customer the Services at the specified rates and charges, to the extent that such Services are or can be made available with reasonable effort.

        5.2.6.2 Conditions and Charges applicable for special construction of interstate facilities are in Part 1, Section 8, preceding.

                 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.

5.2.7   Operation and Maintenance

        5.2.7.1 Maintenance of Service

                 Company shall maintain the Services. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by Company, other than by connection or disconnection to any interface means used, except with the written consent of Company.

                 Company reserves the right to temporarily suspend Service to allow for maintenance.

        5.2.7.2 Availability of Testing

                 At times the Services shall be available to Company in order to permit Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.   (N)

5.2.7.3 <u>Interference or Impairment</u>   (N)

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than Company and associated with the facilities utilized to provide the Services shall not interfere with or impair Service over any facilities of Company, its affiliated companies or its connecting or concurring carriers involved in its Services, cause any damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude Company's right to temporarily discontinue forthwith the use of a Service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. In such case the condition is not promptly or adequately corrected, Company shall immediately discontinue Service.

5.2.8   <u>Refusal and Discontinuance of Service</u>

Company may refuse additional applications for Service or discontinue the provision of Services as set forth below if a Customer fails to comply with these Terms and Conditions ("Non-complying Customer").

On thirty (30) calendar days written notice to the person designated by that Customer to receive such notices of noncompliance, Company may:

- Refuse additional applications for Service and/or refuse to complete any pending orders for Service by the Non-complying Customer at anytime thereafter. If Company does not refuse additional applications for Service on the date specified in the thirty (30) calendar days' notice, and the Customer's noncompliance continues, nothing contained here shall preclude Company's right to refuse additional applications for Service to the Non-complying Customer without further notice; or

- Discontinue the provision of the Services to the Non-complying Customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If Company does not discontinue the provision of Services involved on the date specified in the thirty (30) calendar days' notice and the Customer's noncompliance continues, nothing contained herein shall preclude Company's right to discontinue the provision of the Services to the Non-complying Customer without further notice.

When Service is provided by more than one company, the companies involved in providing the joint Service may individually or collectively deny Service to a Non-complying Customer.   (N)

5.2.9   Use of Service   (N)

   5.2.9.1 Assignment and Transfer of Facilities

      5.2.9.1.A The Customer may not assign, or transfer (e.g. through mergers, acquisitions, consolidations, etc.) the use of Services except, where there is no interruption of use or relocation of the Services, such assignment or transfer may be made to:

         • Another Customer, whether an individual, partnership, association or Corporation, provided the assignee or transferee assumes all outstanding indebtedness for such Services, the unexpired portion of the minimum period or Term Pricing Plan (TPP), the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any; or,

         • 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 or TPP, the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any.

      5.2.9.1.B In all cases of assignment or transfer, the written acknowledgement of Company is required prior to such assignment or transfer and such acknowledgement shall be made within fifteen (15) calendar days from the receipt of notification. The assignee or transferee (new Customer) shall provide to Company the written release of the use of such Services from the assignor or transferor (former Customer). All terms, conditions and applicable charges, as set forth in these Terms and Conditions, shall apply to such assignee or transferee.

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

   5.2.9.2 Unlawful and Abusive Use

      5.2.9.2.A The Services shall not be used for an unlawful purpose or used in an abusive manner, however, Company is in no way obligated to monitor or police such activity. Abusive use includes:

         • The use of the Service by Customer, anonymously or otherwise, in a manner reasonably expected to frighten, abuse, torment or harass another; or,

         • The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more Customers.   (N)

5.2.9.2.B   Company shall, upon written request from a Customer, another   (N)
telecommunications company or lawful authority, terminate Service to any
subscriber or Customer identified as having utilized Service in the completion
of abusive or unlawful transmissions.

5.2.9.2.C   In such instances when termination occurs, Company shall be indemnified,
defended and held harmless by the Customer or any other telecommunications
company or party against any claim, loss or damage arising from Company's
actions in terminating such Service, unless caused by the negligence of
Company.

5.2.10   Obligations of the Customer

5.2.10.1   Equipment, Space and Power

The Customer shall furnish, or arrange to have furnished, to Company, at no charge, an
environment conducive to the operations of equipment, as well as the space and
electrical power required by Company to provide the Services at the points of
termination of such Services. The selection of AC or DC power shall be mutually agreed
to by the Customer and Company. The Customer shall also make necessary
arrangements in order that Company may have access to such spaces at reasonable
times for installing, testing, repairing or removing Services of Company.

5.2.10.2   References to Company

The Customer may advise End Users that certain Services are provided by Company in
connection with the Service the Customer provides to End Users. However, the
Customer shall not represent that Company jointly participates in the Customer's
Services. Customer may not use any logo, trademark or other intellectual property right
of Company without prior written permission.

5.2.10.3   Damages

The Customer shall reimburse Company for damages to Company facilities utilized to
provide Services caused by the negligence, gross negligence or intentional act or
omission of the Customer or resulting from the Customer's improper use of Company
facilities, or due to malfunction of any facilities or equipment provided by other than the
Company. Nothing in the foregoing provision shall be interpreted to hold one Customer
liable for the actions of another Customer. Upon reimbursement for damages, Company
will cooperate with the Customer in prosecuting a claim against the person causing such
damage. The Customer shall be subrogated to the right of recovery by Company for the
damages to the extent of such payment.   (N)

5.2.10.4 <u>Claims and Demands for Damages</u>   (N)

With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and hold harmless Company from and against all claims arising out of combining with, or use in connection with, the Services, any circuit, apparatus, system or method provided by the Customer.

The Customer shall defend, indemnify and hold harmless Company from and against any suits, claims and losses or damages, including punitive damages, attorneys' fees and court costs by third persons, arising out of the construction, installation, operation, maintenance or removal of the Customer's circuits, facilities or equipment connected to Company's Services including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines or penalties for failure of the Customer to obtain or maintain, in effect, any necessary certificates, permits, licenses or other authority to acquire or operate the Services; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death or person injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees.

5.2.11 <u>Existing Customer Arrangements</u>

These Terms and Conditions do not affect the rates, terms and conditions of Customers who entered into term contracts or term pricing plans pursuant to tariff prior to February 8, 2003. Such contracts or service arrangements and all rates, terms and conditions contained therein remain in effect for the duration of such Customers' terms.

Customers, who as of February 8, 2003 are purchasing services on a month-to-month basis, may continue to purchase such services under the same rates, terms and condition during a transitional period. Each such Customer will receive at least ninety- (90) calendar-day advance notice that Customer will no longer be permitted to obtain Service under the previously existing rates, terms and conditions.   (N)

5.2.12 <u>Payment and Billing</u>   (N)

    5.2.12.1 Company or its billing agent will bill Customer (and not Customer's End User) and Customer will pay to Company or its billing agent on a monthly basis the charges set forth in these Terms and Conditions. Charges will commence on the date Service is made available by Company and will continue through the date Service is disconnected.

    5.2.12.2 Charges are due on the date specified on the bill ("Payment Date").

    5.2.12.3 Company or its billing agent may assess a late payment charge on any charges not received by the Payment Date. Applicable regulations pertaining to late payment charges are in Part 2, Section 2.5.3,

    5.2.12.4 Customer is responsible for payment of all charges for Service furnished to or used by Customer, or Customer's agents, servants, employees, or End Users. Customer is also responsible for payment of charges for all other third persons' use of Service to which Customer subscribes. All charges due from Customer are payable to Company or to Company's authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to Company or its billing agent within thirty (30) calendar days after receipt of bill. Adjustments to Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

    5.2.12.5 If a billing dispute is resolved in favor of Customer, any billed charges and late payment charges collected on the disputed amount will be credited to Customer on Customer's bill.

    5.2.12.6 If a billing dispute is resolved in favor of Company, any payments withheld pending settlement of the dispute shall be subject to the late penalty payment set forth above.

    5.2.12.7 The security of Customer's authorization or access codes is the responsibility of Customer. Customer shall be responsible for payments of all charges applicable to the Service, including in cases where the Service was accessed in a manner not authorized by the Customer.

5.2.13 <u>Deposits, Advance Payments and Adjustments</u>

Company or its agent may require a deposit at the time of application to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit currently held. Applicable regulations pertaining to deposits are in Part 2, Section 2.5.2,

The fact that a security deposit has been made in no way relieves Customer from prompt payment of bills upon presentation.

Company may require or receive advance payment from Customer for purposes including, but not limited to security deposit.

Company reserves the right to issue credits and adjustments to Customer.   (N)

5.2.14 <u>Taxes</u>   (N)

      5.2.14.1 With respect to any purchase of Service, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance regulation or tariff to be collected from Customer by Company, then (i) Company will bill Customer for such Tax, (ii) Customer will timely remit such Tax to Company, and (iii) Company will remit such collected Tax to the applicable taxing authority.

              With respect to contributions to funds applicable to Company's Services, Company shall solicit, collect and remit funds in accordance with applicable laws and regulations.

      5.2.14.2 If Company does not collect a Tax because Customer asserts that it is not responsible for the Tax or is otherwise excepted from the obligation, which is later determined by formal action to be wrong then, as between Company and Customer, Customer will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.

      5.2.14.3 If Company or Customer is audited by a taxing authority or other governmental entity both Company and Customer agree to reasonably cooperate with the other being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

      5.2.14.4 If applicable law excludes or exempts a purchase of Services from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if Customer complies with such procedure, Company, subject to Section 5.2.14.2 above, will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon Company's receipt of the exemption certificate or affidavit.

      5.2.14.5 If applicable law excludes or exempts a purchase of Services from a Tax, but does not also provide an exemption procedure, then Company will not collect such Tax if Customer (i) furnishes Company with a letter signed by an officer of Customer claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies Company with an indemnification agreement, reasonably acceptable to Company, which holds Company harmless on an after-tax basis with respect to forbearing to collect such Tax.

      5.2.14.6 With respect to any Tax or Tax controversy covered by this section, Customer will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. Customer will be entitled to the benefit of any refund or recovery resulting from such a contest.

      5.2.14.7 Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of Customer to pay any Tax. Nothing shall prevent Company from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills Customer for such Tax or (2) it collects the Tax Customer. Notwithstanding anything in these Terms and Conditions to the contrary, Customer shall be liable for and Company may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.   (N)

5.2.14.8 <u>FUSF Charges</u>   (C)

A percentage surcharge factor is assessed monthly on billed recurring charges of end user services. For applicable FUSF Charges, see:

Ameritech – Tariff FCC 2, 4.1.6(B)(7)
Pacific Bell – Tariff FCC 1, 4.6(I)(4)
Nevada Bell – Tariff FCC 1, 4.6.1(G)(4)
SNET – Tariff FCC 39, 4.1.3(I)(4)
SWBT Tariff FCC 73, 4.3.2(E)   (C)

5.2.15 <u>Customer Equipment</u>

Service may be used with or terminated in Customer Equipment. Such Customer Equipment shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs it incurs in the use of Service, including but not limited to Customer Equipment, wiring, electrical power, and personnel. When such Customer Equipment is used, it must be compatible with Company equipment and standards used to provide Service, and shall in all respects comply with the minimum protective standards of Company.

5.2.16 <u>Interconnection</u>

Service furnished by Company may be connected with the Services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

5.2.17 <u>Inspection, Testing and Adjustments</u>

Company may make such tests and inspection as may be necessary to determine whether requirements in these Terms and Conditions are being complied with in the installation, operation and maintenance of Customer Equipment or Company's equipment. Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.

The facilities provided by Company shall be made available to Company by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Company.

Company shall not be liable to Customer for any damages for Service Interruption pursuant to this section.

5.2.18 Provision of Service   (N)

Services are provided only in those geographic areas where facilities exist, where Company in its discretion determined (subject to applicable law) to provide Service, and where Company is authorized to provide Services. Provision of Services is subject to availability. Rates and charges for Service provided in ICO Regions are available upon request.

5.2.19 Other Rules

Company reserves the right to discontinue Service, in whole or in part, limit Service or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

Company also reserves the right to modify or change the network specifications without separate notice to Customer.

Company reserves the right to modify the Terms and Conditions from time to time. PremierSERV^{SM} ATM Service, PremierSERV^{SM} Frame Relay Service and NAP Customers with existing Term Pricing Plans (TPPs) will continue to be governed, through the end of the TPP, by the Terms and Conditions in effect on the date Services were established.

Pursuant to the Commission's *Wireline Broadband Order (FCC 05-150),* beginning May 1, 2006, the Company will no longer offer Wholesale DSL Transport as a common carrier service to new Customers and to existing Customers seeking to add new locations.

5.2.20 Funds Provided Under the American Recovery and Reinvestment Act of 2009 (ARRA)

Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 (ARRA) may be subject to certain restrictions, requirements and reporting obligations. The Company may be subject to some of these restrictions, requirements and reporting obligations when Services and Service Components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), the Company must be apprised of them before provisioning the Services or Service Components. Accordingly, the Services and Service Components provided under this Terms and Conditions shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of the Company and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide he Company with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which he Company specifically agrees in such separate writing) are found to be applicable, then he Company may, in its sole discretion, reject such order or immediately terminate provision of any affected Service or Service Component without further liability or obligation.   (N)

5.2.21 <u>Standard PremierSERV^{SM} ATM/Frame Relay Service Level Agreement (SLA)</u>   (N)

The Standard PremierSERV^{SM} ATM/Frame Relay SLA applies to Customers who purchase PremierSERV^{SM} Asynchronous Transfer Mode (ATM) or PremierSERV^{SM} Frame Relay Service. When Customer purchases PremierSERV^{SM} ATM or Frame Relay Service under the sections described above, Customer accepts the Standard PremierSERV^{SM} ATM/Frame Relay SLA for those new PremierSERV^{SM} ATM or Frame Relay Service elements and any existing ATM or Frame Relay Service elements provided on the same network as those new PremierSERV^{SM} ATM or Frame Relay Service elements. The Standard PremierSERV^{SM} 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^{SM} ATM/Frame Relay SLA will apply until Service is disconnected.

5.2.21.1 <u>Standard Frame/Cell Delivery Ratio</u>

For PremierSERV^{SM} 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 Standard 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.

Standard Frame/Cell Delivery Ratio is calculated as the average 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^{SM} Frame Relay or within the Sustained Information Rate (SIR) for PremierSERV^{SM} ATM, and within a calendar month. The calculation for Frame/Cell Delivery Ratio for a given calendar month shall be as follows:

Standard Frame/Cell = <u>Total Customer-specific Frames/Cells that successfully egress the network</u>
Delivery Ratio   Total number of Customer-specific Frames/Cells offered to the network

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

- Force majeure events as outlined in Section 5.2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for PremierSERV^{SM} Frame Relay or Sustained Information Rate (SIR) for PremierSERV^{SM} 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^{SM} UBR VPC/VCCs;
- PremierSERV^{SM} ATM Host-Link;
- Access failures;
- 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).   (N)

Customer is responsible for notifying Company when the Customer-specific Standard   (N)
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 Standard 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 Standard 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 average was below 99.99%.

5.2.21.2 <u>Standard Time to Repair</u>

For PremierSERV[SM] 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).

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 Standard Time To Repair:

- Force majeure as outlined in Section 5.2.4, preceding;
- 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.   (N)

Customer is responsible for notifying Company of any outages that exceed the 4 or 8   (N)
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.

5.2.21.3 <u>Standard Time to Provision</u>

For PremierSERV^{SM} ATM and Frame Relay Services provided to Customer, Company is
committed to completing all service orders by the due date. In the event that Customer
requests a due date different from one shown on original order, a new due date is issued
and replaces the original due date. Standard Time to Provision includes Access and
equipment when provided by Company.

The following shall be excluded from any determination of Standard Time to Provision:

- Force majeure events as outlined in Section 5.2.4, preceding;
- 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.

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.   (N)

5.2.21.4 <u>Standard Latency</u>   (N)

For PremierSERV^{SM} 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 100 milliseconds roundtrip per PVC for all PremierSERV^{SM} Frame Relay Service including FRATM/VPC/VCC's;
- On average, less than or equal to 100 milliseconds roundtrip per VPC/VCC for all PremierSERV^{SM} ATM Service with CBR,VBR-nrt and VBR-rt Quality of Service VPC/VCCs.

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

Standard 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^{SM} Frame Relay Service will be applied.

The following shall be excluded from any determination of Latency:

- Force majeure events as outlined in Section 5.2.4, preceding;
- Data exceeding the subscribed Committed Information Rate (CIR) for PremierSERV^{SM} Frame Relay or Sustained Information Rate (SIR) for PremierSERV^{SM} 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^{SM} UBR VPC/VCCs;
- PremierSERV^{SM} ATM Host-Link;
- Access failures;
- 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).

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.   (N)

5.2.21.5 <u>Standard Network Availability</u>   (N)

For PremierSERV^{SM} 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 measured based on components purchased from Company:

- If Customer's entire network consists of Port and Access provided by Company at all Customer locations, then Network Availability is based on PVC/VPC/VCC, measured from Network Interface to Network Interface.

- If Customer purchased port only from Company, then Network Availability is based on PVC/VPC/VCCs measured from ingress switch port to egress switch port.

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

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

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

- Force majeure events as outlined in Section 5.2.4, preceding;
- 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;
- Access failures (if Access is not provided by Company).

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%, 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 the month in which Network Availability failure occurred.   (N)

5.3. Application of Rates   (N)

   5.3.1 Rates

   There are two (2) categories of rates and charges: Nonrecurring charges and monthly recurring charges.

   5.3.2 Nonrecurring Charges

   Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing Service).

      5.3.2.1 Installation of Service

      Nonrecurring charges apply to each Service installed. The applicable charges are specified within each Service rate section.

      5.3.2.2 Installation of Optional Features and Functions

      Nonrecurring charges apply for the installation of optional features and functions. The charge applies whether the feature or function is installed with the initial establishment of Service or any time thereafter. The applicable charges are specified within each Service rate section.

      5.3.2.3 Record Order Charges

      For PremierSERV^{SM} ATM Service, PremierSERV^{SM} Frame Relay Service, and Network Access Point (NAP), a Nonrecurring charge applies for receiving, recording and processing information in connection with Customer initiated changes to Customer's account information (i.e. change in Customer billing name or billing address). In these instances, a record order is issued. Once a record order is issued, Customer may request additional changes to their account information without a subsequent record order being issued, provided the additional changes are requested during the same business day.

      The Record Order Charge is $14 per Record Order.

      5.3.2.4 Service Order Change Charges

      For PremierSERV^{SM} ATM Service, PremierSERV^{SM} Frame Relay Service, and NAP, a Service Order Change Charge applies when Customer requests an addition to, change to, or rearrangement of Service, within three (3) days prior to the Service Due Date, and the request requires engineering redesign. Customer will be notified as to whether or not the Service Order Change Charge applies.

      The Service Order Change Charge is $50 per service order.

      Customer may request to extend a Due Date for service provided the new Service Due Date is no more than thirty (30) calendar days beyond the original Service Due Date. Should a request be made to extend for more than thirty (30) calendar days beyond the originally Scheduled Service Due Date, the original Service Order will be cancelled and a new order for service must be placed. There will be a $250 cancellation charge for cancelled orders.   (N)

5.3.2.5 Expedite Order Charges   (N)

For PremierSERV^{SM} ATM Service, PremierSERV^{SM} Frame Relay Service, and NAP, if Customer desires that Service be provided on a due date earlier than the due date offered the Customer, the Customer may request the Service be provided on an expedited basis.

There will be a $250 charge for Expedite Orders that are limited to PVC additions or Port Installations. For Port and Access Expedite Order requests, there is a minimum charge of $500 per Service Order. In addition, the Company will pass on and bill the Customer any additional charges it incurs from other service providers, such as ILECs, IXCs and CLECs, necessary to complete the Expedite Order. Company will provide Customer an estimate of any additional charges involved prior to the charges being incurred by Customer.

If the Company determines that the Service can be provided on an expedited basis and the Customer accepts the new expedited date and agrees to pay any applicable costs, the Expedite Order will then be processed.

If the Company is unable to meet the agreed upon expedited Service date, but the Service is still provided on an expedited basis (prior to original due date offered by the Company), Customer will still incur applicable expedite charges.

5.3.2.6 Additional Labor Charge

This section applies to PremierSERV^{SM} ATM Service and PremierSERV^{SM} Frame Relay Service only.

In this section, normally scheduled working hours are generally 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays. However, the hours may vary based on Company policy, union contract and location.

Additional Labor is that labor requested by Customer on a given Service and agreed to by Company as set forth below. Company will notify Customer that Additional Labor Charges 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.   (N)

5.3.2.6.A <u>Overtime Installation</u>   (N)

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

5.3.2.6.B <u>Stand By</u>

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

5.3.2.6.C <u>Maintenance of Service</u>

The charges for Maintenance of Service are deregulated. Customers may contact their Company business office for additional information.

5.3.2.6.D <u>Testing and Maintenance with Other Companies</u>

Additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies, is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company. For Testing and Maintenance Services, if the Customer elects not to release a circuit during the Company's normal working hours, Company will work with the Customer to reach a mutually agreed upon time.

5.3.2.6.E <u>Other Labor</u>

Other Labor is that additional labor not included in 5.3.2.7.A through 5.3.2.7.C, preceding, and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section.

5.3.3 <u>Monthly Recurring Charges</u>

Monthly recurring charges are the rates applied each month for the Service being provided.   (N)

5.3.4 Minimum Period   (N)

The minimum periods for which services are provided and for which rates and charges apply are as follows:

5.3.4.1 Services are provided for a minimum of one (1) month, unless otherwise specified.

5.3.4.2 The minimum period for the PremierSERV^{SM} ATM Service is twelve (12) months.

5.3.4.3 The minimum period for the PremierSERV^{SM} Frame Relay Service offering is twelve (12) months.

5.3.4.4 The minimum period for the NAP Service offering is twelve (12) months.

5.3.4.5 When Service is discontinued prior to the expiration of the minimum period, charges are applicable whether the Service is used or not, as follows:

- When a Service with a one (1) month minimum period is discontinued prior to the expiration of the minimum period, a one (1) month charge will apply at the rate in effect at the time Service is discontinued.

- When a Service with a minimum period greater than one (1) month is discontinued prior to the expiration of the minimum period, the applicable charge will be 50% of the total monthly charges at the rate in effect at the time Service is discontinued, for the remainder of the minimum period.

5.3.5 Term Pricing Plans (TPP)

5.3.5.1 For PremierSERV^{SM} ATM Service, PremierSERV^{SM} Frame Relay Service, and NAP, Term Pricing Plans (TPP) provide Customer with stabilized rates for the duration of the agreed upon term. Except as otherwise provided herein, TPP monthly rates will be exempt from Company-initiated rate increases throughout the selected TPP Service period. The TPP start date for each Service commences on the date installation is complete, and Service under that TPP ends on the anniversary date of the installation.

5.3.5.2 Customer may request an existing TPP Service period be converted to a new TPP Service period without incurring termination or nonrecurring charges provided the new Service period is equal to or greater than the remaining portion of the original TPP Service period.

5.3.5.3 If the Customer requests that Service provided under a TPP be converted to a term shorter than the remaining portion of the existing TPP, the request will be treated as a termination of Service and termination charges will apply.   (N)

5.3.5.4 Customer must provide Company written notice of intent to renew TPP no later than sixty (N)
        (60) calendar days prior to its expiration. Nonrecurring charges do not apply if TPP is
        renewed. The renewal rates will be the applicable rates in effect on our current Terms
        and Conditions at the time the TPP expires. If Customer does not renew a TPP or does
        not notify Company of its intent to renew, Customer's Service will convert to the then
        current Out of Term rates until the Customer cancels or renews the Service with a new
        TPP term.

5.3.5.5 Termination Charges

        Except as noted in 5.3.5.2 preceding, Customers who terminate a TPP prior to the
        expiration of the term period will incur termination charges equal to 50% of the total
        monthly recurring charges for the remainder of Customer's TPP term.

5.3.6   Moves

        This section applies to PremierSERV^{SM} ATM Service, PremierSERV^{SM} Frame Relay Service,
        and NAP only.

5.3.6.1 Moves within the Same Building

        Moves within the same building will incur a charge equal to one-half (1/2) of the
        nonrecurring charges of the shortest term available and all associated special
        construction and material charges for the Service. There will be no change in TPP term
        requirements.

5.3.6.2 Moves to a Different Building

        Moves to a different building will incur a charge equal to the nonrecurring charges of the
        shortest term available and all associated special construction and material charges for
        the Service. There will be no change in TPP term requirements, except as noted in
        5.3.6.3 below.

5.3.6.3 When Termination Charges Apply

        If an order to move Service provided under a TPP does not meet one or more of the
        conditions described below, it will be treated as a discontinuance of Service and the
        establishment of a new Service and termination charges will apply. Except as noted, the
        monthly rates for the new Service will be those in effect at the time Service is moved. All
        nonrecurring charges and special construction charges associated with the establishment
        of the new Service will apply.   (N)

5.3.6.3.A   <u>Moves at Same Transmission Speed</u>   (N)

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;
2) The Customer's request to disconnect Service and request for new Service are received at the same time;
3) The new Service date requested by the Customer is within one hundred twenty (120) days of the Customer disconnect request;
4) The new Service has a transmission speed equal to the transmission speed of the existing Service;
5) For Permanent Virtual Circuits (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.

5.3.6.3.B <u>Moves Involving Upgrades in Transmission Speed</u>

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 new Service date requested by the Customer is within one hundred twenty (120) days of the Customer disconnect request;
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.   (N)

5.3.7 <u>Upgrades Not Involving Moves</u>   (N)

This section applies to PremierSERV^{SM} ATM Service, PremierSERV^{SM} Frame Relay Service, and NAP only.

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 pursuant to this section, 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 PremierSERV^{SM} 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.

Any applicable nonrecurring or special construction charges associated with the new Service will apply, except that Customer will not be required to pay nonrecurring or special construction charges for upgrading NAP transmission speeds.

5.3.8 <u>Service Order Cancellation Charge</u>

Customer may cancel a Service Order at any time prior to the Service Due Date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The following conditions apply to service Order cancellations:

5.3.8.1 For PremierSERV^{SM} Frame Relay Service, PremierSERV^{SM} ATM Service, and NAP, if Customer cancels an order for Service more than three (3) business days after Firm Order Confirmation (FOC) has been provided Customer will incur a $250 cancellation charge. This cancellation charge will be billed in addition to any other charges Company incurs, including but not limited to applicable cancellation or termination charges from other Service providers such as ILECs, IXCs and CLECs. The Service Order Cancellation Charge will apply per Service Order.

5.3.8.2 For Service Orders cancelled less than three (3) business days before the Service Due Date, the request will be treated as a disconnect and will include applicable termination charges equal to 50% of the total monthly recurring charges. The above $250 cancellation charge will not apply.   (N)

5.4. PremierSERV^{SM} Asynchronous Transfer Mode (Not Available in Southeast)

   5.4.1 Service Description

   Effective September 30, 2011, PremierSERV^{SM} 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^{SM} 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 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 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 May 24, 2012, early termination charges shall not apply to any PremierSERV^{SM} Asynchronous Transfer Mode (ATM) service defined in this Guidebook.

   PremierSERV^{SM} 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. PremierSERV^{SM} ATM Service will allow Customers who have requirements for high-speed connectivity to interconnect their multiple locations. PremierSERV^{SM} ATM offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of Services.

   5.4.2 Service Provisioning

   The Service Level Agreements (SLA) for PremierSERV^{SM} ATM Service can be found in Section 5.2.20, preceding.

   5.4.3 Service Components

   A nonrecurring charge and a monthly rate apply, based upon the speed of the connections, term plan and features selected. Service Component availability varies by region as shown below.

Service Component	West	Southwest	Midwest	
UNI Port and Access	X	X	X	(D)
UNI Port Only	X	X	X	
IMA UNI Port and Access	X	X	X	
IMA UNI Port Only	X	X	X	
BICI Port and Access	X	X	X	
BICI Port Only	X	X	X	(D)
CES Port Only	X	X		

5.4.3.1 User Network Interface (UNI) Port and Access (N)

UNI Port and Access connects the Customer to the Company's PremierSERV^{SM} 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. 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 PremierSERV^{SM} ATM switch or PremierSERV^{SM} ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

5.4.3.2 User Network Interface (UNI) Port Only

UNI Port Only provides the Customer a port connection into the Company's PremierSERV^{SM} 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 PremierSERV^{SM} ATM network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

5.4.3.3 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.

5.4.3.4 Inverse Multiplexing over ATM (IMA) UNI Port Only

IMA UNI Port Only provides the Customer an IMA port connection into the Company's PremierSERV^{SM} 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 PremierSERV^{SM} ATM network. IMA UNI Port Only is provided over two (2) to eight (8) physical DS1s. (N)

5.4.3.5 Broadband ISDN Inter-Carrier Interface (B-ICI) Port and Access   (N)

B-ICI Port and Access connects the Customer to the Company's PremierSERV[SM] ATM network, based upon the standards defined B-ICI signaling protocol. B-ICI Port and Access allows Customer networks to interconnect to the Company PremierSERV[SM] 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. 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 PremierSERV[SM] ATM switch or PremierSERV[SM] ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

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

B-ICI Port Only provides the Customer a port connection into the Company's PremierSERV[SM] 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 PremierSERV[SM] ATM network. Each B-ICI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

5.4.3.7 Circuit Emulation Service (CES) Port Only

CES Port Only provides the Customer a Time Division Multiplexing (TDM) port connection into the Company's PremierSERV[SM] ATM network. CES Port Only provides the capability of directly connecting a TDM interface carrying constant bit rate (CBR) traffic over ATM networks. When a CES Port Only is selected, it is the Customer's responsibility to obtain the TDM transport component of the service. CES Port Only is to be used in conjunction with CES VCCs. CES Port Only is not available in all Company regions. See table in Section 5.4.3 for CES Port Only availability.   (N)

5.4.3.8 Permanent Virtual Circuits (PVCs)   (N)

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.

PremierSERV^{SM} PVCs purchased from this section of PremierSERV^{SM} ATM Service must have at least one associated PremierSERV^{SM} Port purchased as well.

5.4.3.8.A PVC Connection Types

(1) ATM to ATM

ATM to ATM connects two (2) ATM Customer locations.

(2) Frame Relay to ATM Service (FRATM)

FRATM connects two (2) Customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks. (See Section 5.5.3.8.A – PremierSERV^{SM} Frame Relay Service)   (N)

5.4.3.8.B Traffic Parameters   (N)

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 Equipment to ensure the Customer's data traffic transmission rate does not violate the Customer's chosen traffic parameters.

(1) 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.

(2) 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.

(3) 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.

5.4.3.8.C PVC Types

(!) Virtual Channel Connection (VCC)

A 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.

(2) 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.   (N)

5.4.3.8.D VCC/VPC Types

There are several VCC/VPC types available, which may vary by region as shown below.

VCC/VPC Types	West	Southwest	Midwest	
Standard	X	X	X	(D)
CES	X	X		
FRATM	X	X	X	(D)
Disaster Recovery	X	X	X	
Alternate Routing	X	X	X	
Multicasting	X	X		
ATM Host-Link	X	X	X	(D)

(1) Standard VCC/VPC

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

(2) Circuit Emulation Service (CES) VCC

CES VCCs provide logical connection between an 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. CES VCCs are not available in all regions. See table above for CES VCC availability.

(3) 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 can be provisioned with either of the following Quality of Service options;

- VBR-nrt Quality of Service on the ATM portion of the service, 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.

(4) <u>Disaster Recovery VCC/VPC</u>   (N)

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 PremierSERV^{SM} ATM/Frame Relay Port.

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

(5) <u>Alternate Routing VCC/VPC</u>

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 VCCs/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.

The VPC option is not available to the Midwest Region at this time.

(6) <u>Multicasting VCC</u>

Multicasting VCCs are used to communicate uni-directionally from one location to many locations. It allows Customer Equipment to send cells into the Company PremierSERV^{SM} 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. Multicasting VCCs are not available in all regions. See table in Section 5.4.3.8.D for Multicasting VCC availability.   (N)

(7) PremierSERV^{SM} ATM Host-Link   (N)

PremierSERV^{SM} ATM Host-Link gives the Customer the option to
purchase multiple VPCs from the Company's ATM network to provide
ATM connectivity for Digital Subscriber Line (DSL) Transport Services,
including Wholesale DSL Transport Service and Remote LAN DSL
Transport Service. Customer must obtain access to Company's
PremierSERV^{SM} ATM network by purchasing UNI Port and Access/Port
Only or B-ICI Port and Access/Port Only. PremierSERV^{SM} ATM Host-
Link is offered only for DSL Transport connectivity and is applicable for
all interfaces. PremierSERV^{SM} ATM Host-Link will contain up to 10
VPCs for DS1, 25 VPCs for IMA, 100 VPCs for DS3 and above. If
required, additional PremierSERV^{SM} ATM Host-Link VPCs (exceeding
the quantities designated above) may be purchased individually as
indicated in Section 5.4.4, following. VPCs may also be purchased
individually at standard rates.

5.4.3.8.E Quality of Service (QoS)

The PVC Quality of Service required is based upon the traffic parameter
selected. Quality of Service parameters are available in all regions.

(1) 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.

(2) 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.   (N)

(3) <u>Variable Bit Rate - non real time (VBR-nrt)</u>   (N)

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.

(4) <u>Unspecified Bit Rate (UBR)</u>

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.

(5) <u>Unspecified Bit Rate (UBR) for Wholesale/R-LAN DSL Transport</u>

When using ATM connectivity for Wholesale/R-LAN DSL Transport, 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 Wholesale/R-LAN DSL Transport.   (N)

5.4.4 Rates and Charges[1]

The following rates and charges do not apply to services provisioned in ICO regions. Those rates and charges are available upon request.

UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year [1]	
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 [1]	
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 [1]	
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

[1]   Effective March 19, 2010, 5 Year terms are not available to new Customers.

5.4.4 Rates and Charges[1]

The following rates and charges do not apply to services provisioned in ICO regions. Those rates and charges are available upon request.

UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year [1]	
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 [1]	
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 [1]	
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

[1]   Effective March 19, 2010, 5 Year terms are not available to new Customers.

CES Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year [1]	
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

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year [1]	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
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

[1] Effective March 19, 2010, 5 Year terms are not available to new Customers.

CES Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year [1]	
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

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year [1]	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
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

[1] Effective March 19, 2010, 5 Year terms are not available to new Customers.

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
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

[1]   Effective March 19, 2010, 5 Year terms are not available to new Customers.

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
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

[1]   Effective March 19, 2010, 5 Year terms are not available to new Customers.

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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 rates do not include applicable Interoffice Mileage.

[1] Effective March 19, 2010, 5 Year terms are not available to new Customers.

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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 rates do not include applicable Interoffice Mileage.

[1] Effective March 19, 2010, 5 Year terms are not available to new Customers.

| IMA UNI Port and Access | | Out of Term | | 1 Year | | 2 Year | | 3 Year | | 5 Year[1] | |
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(I)	$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
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

[1]   Effective March 19, 2010, 5 Year terms are not available to new Customers.

IMA UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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
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

[1] Effective March 19, 2010, 5 Year terms are not available to new Customers.

B-ICI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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	$15,09	$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	$14,37	$0
OC-12c Port	599Mbps	$28,700(I)	NA	$26,892(I)	$1,500	$21,460	$1,500	$17,164	$0	$11,41	$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 [1]	
	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

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

[1] Effective March 19, 2010, 5 Year terms are not available to new Customers.

B-ICI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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	$15,09	$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	$14,37	$0
OC-12c Port	599Mbps	$34,440(I)	NA	$26,892	$1,500	$21,460	$1,500	$17,164	$0	$11,41	$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	$40,582(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 [1]	
	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

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

[1] Effective March 19, 2010, 5 Year terms are not available to new Customers.

(N)

Speed	Standard PVCs - Monthly								NRC
	Quality of Service (QoS)								
	UBR (PIR)		VBR-nrt (SIR)		VBR-rt (PIR)		CBR (PIR)		
		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
1000Kbps	$25	$31	$50	$63	$69	$86	$75	$94	$60
1024Kbps	$27	$33	$40	$50	$50	$63	$53	$67	$60
1536Kbps	$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

(N)

(N)

Speed	Standard PVCs - Monthly								NRC
	Quality of Service (QoS)								
	UBR (PIR)		VBR-nrt (SIR)		VBR-rt (PIR)		CBR (PIR)		
		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

(N)

(N)

| Speed | FRATM PVCs - Monthly | | | | | | NRC |
| | Standard | | Alternate Routing | | Disaster Recovery | | |
	VBR-nrt (SIR) VCC Only	VBR-rt (PIR) VCC Only	VBR-nrt (SIR) VCC Only	VBR-rt * (PIR) VCC Only	VBR-nrt (SIR) VCC Only	VBR-rt * (PIR) VCC Only	
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
1000Kbps	$50	$75	$43	$64	$25	$38	$60
1024Kbps	$40	$60	$34	$51	$20	$30	$60
1536Kbps	$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

(N)

(N)

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

(N)

(N)

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				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

(N)

(N)

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				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

(N)

(N)

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

(N)

(N)

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

(N)

(N)

Multicasting PVCs - Monthly					
Speed	VBR-nrt (SIR) VCC Only	NRC	Speed	VBR-nrt (SIR) VCC Only	NRC
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			

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

(N)

Optional Features		1 Year		2 Year		3 Year		5 Year[1](N)	
Bandwidth	**Speed**	**Monthly**	**NRC**	**Monthly**	**NRC**	**Monthly**	**NRC**	**Monthly**	**NRC**
DS1 – ATM Host Link*	1.5 Mbps	$90.00	$60.00	$80.00(N)	$60.00(N)	$75.00(N)	$0.00(N)	$60.00(N)	$0.00(N)
IMA - ATM Host Link*	3 - 12.2 Mbps	$225.00	$60.00	$200.00(N)	$60.00(N)	$188.00(N)	$0.00(N)	$150.00(N)	$0.00(N)
DS3 - ATM Host Link*	40 Mbps	$900.00	$60.00	$800.00(N)	$60.00(N)	$750.00(N)	$0.00(N)	$600.00(N)	$0.00(N)
Each additional ATM Host-Link VPC		$9.00	$60.00	$8.00(N)	$60.00(N)	$7.50(N)	$50.00(N)	$6.00(N)	$50.00(N)

* ATM Host-Link includes up to 10 VPCs for DS1, 25 VPCs for IMA, 100 VPCs for DS3 and above.

5.4.5 TPP Volume Discount Plan (TVP)

TPP Volume Discount Plan is a discount pricing plan available to PremierSERV[SM] Frame Relay and ATM Service Arrangements for 2, 3, and 5[1] Year Term Pricing Plans and a minimum of 10   (T) PremierSERV[SM] Frame Relay and ATM Service Arrangements or 5 PremierSERV[SM] ATM Service Arrangements. PremierSERV[SM] Frame Relay Service User Network Interface Integrated Access Service (UNI IAS) is not eligible to receive TVP discounts. Rates and additional terms and conditions are available upon request.

5.4.6 Promotional Offerings

The Company may offer promotions to its Customers purchasing ATM Services. These offerings may be limited to certain dates, times and locations. For details on these promotions, Customers should contact their Account Manager.
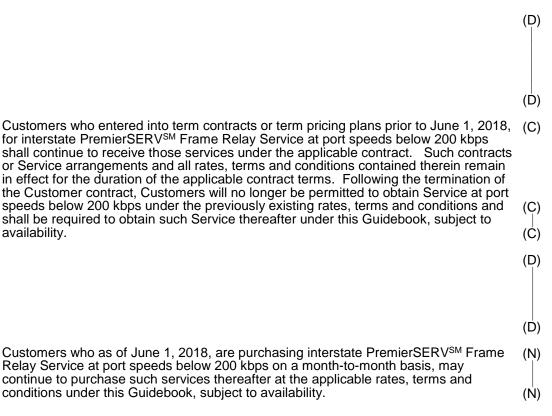
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[1]   Effective March 19, 2010, 5 Year terms are not available to new customers.   (T)

5.5 PremierSERV^{SM} Frame Relay Service (Not Available in Southeast)

    5.5.1 Service Description

Effective September 30, 2011, PremierSERV^{SM} Frame Relay Service, as defined in this section, will no longer be available to new Customers. Existing term plan Customers of PremierSERV^{SM} 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 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 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 May 24, 2012, early termination charges shall not apply to any PremierSERV^{SM} Frame Relay Service defined in this Guidebook. (C)

PremierSERV^{SM} 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.

    5.5.1.1 Interstate PremierSERV^{SM} Frame Relay Service at port speeds below 200 kbps

(D)

(D)

Customers who entered into term contracts or term pricing plans prior to June 1, 2018, for interstate PremierSERV^{SM} Frame Relay Service at port speeds below 200 kbps shall continue to receive those services under the applicable contract.   Such contracts or Service arrangements and all rates, terms and conditions contained therein remain in effect for the duration of the applicable contract terms. Following the termination of the Customer contract, Customers will no longer be permitted to obtain Service at port speeds below 200 kbps under the previously existing rates, terms and conditions and shall be required to obtain such Service thereafter under this Guidebook, subject to availability. (C) (C) (C)

(D)

(D)

Customers who as of June 1, 2018, are purchasing interstate PremierSERV^{SM} Frame Relay Service at port speeds below 200 kbps on a month-to-month basis, may continue to purchase such services thereafter at the applicable rates, terms and conditions under this Guidebook, subject to availability. (N) (N)

5.5.2 <u>Service Provisioning</u>   (N)

The Service Level Agreements (SLA) for PremierSERV^{SM} Frame Relay Service can be found in Section 5.2.20, preceding.

5.5.3 <u>Service Components</u>

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

5.5.3.1 <u>User Network Interface (UNI) Port and Access</u>

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 from 56 Kbps up to and including DS3. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

5.5.3.2 <u>User Network Interface (UNI) Port Only</u>

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 from 56 Kbps up to and including 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.

5.5.3.3 <u>User Network Interface Integrated Access Service (UNI IAS)</u>

UNI IAS provides the Customer port termination on a digital cross connect system for multiplex hubbing in a designated central office and connectivity between that digital cross connect system and a Company FRS/ATM switch port. UNI IAS is available at several speeds from 56Kbps up to and including 768Kbps.

When UNI IAS is selected, it is the Customer's responsibility to obtain access to the central office containing the digital cross connect system. Each UNI IAS will accommodate multiple PVCs, based upon the speed selected.

The rates for this product are available only in connection with documentation of the Customer's receipt of InterstateT-1 IAS from Company's affiliated ILEC. These rates do not apply to services provisioned in ICO regions and are available upon request.

5.5.3.4 <u>Multilink UNI Port and Access</u>

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.   (N)

5.5.3.5 <u>Multilink UNI Port Only</u>   (N)

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.

5.5.3.6 <u>Network to Network Interface (NNI) Port and Access</u>

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.

5.5.3.7 <u>Network to Network Interface (NNI) Port Only</u>

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.

5.5.3.8 <u>Permanent Virtual Circuits (PVCs)</u>

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
.
PremierSERV^{SM} PVCs purchased from this section of PremierSERV^{SM} Frame Relay Service must have at least one associated PremierSERV^{SM} Port purchased as well.   (N)

5.5.3.8.A <u>PVC Connection Types</u>   (N)

(1)   <u>Frame Relay to Frame Relay</u>

Frame Relay to Frame Relay connects two Frame Relay Customer
locations.

(2)   <u>Frame Relay to ATM Service (FRATM)</u>

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.
(See 5.4.3.8.A - ATM Service)

5.5.3.8.B <u>PVC Types</u>

(1) <u>Standard PVC</u>

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

(2) <u>Disaster Recovery PVC</u>

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 PremierSERV^{SM}
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.

(3)   <u>Alternate Routing PVCs</u>

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 PVCs, one end to the primary
Customer location and one end to the backup Customer location.   (N)

5.5.3.8.C <u>PVC Quality of Service (QoS)</u>   (N)

(1)   <u>Standard</u>

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

(2)   <u>Priority</u>

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

5.5.4 <u>Rates and Charges</u>[1]

The following rates and charges do not apply to services provisioned in ICO regions. Those rate and charges are available upon request.

UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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	$	$86	$0
Fractional DS1	128Kbps	$291	NA	$267	$400	$223	$400	$213	$	$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)	N/A	$2,055(I)	$450	$1,426	$450	$1,136	$0	$770	$0
DS3	40Mbps	$13,209(I)	N/A	$12,477(I)	$1,000	$9,244	$1,000	$6,653	$0	$3,890	$0

NNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS0 Port	56Kbps	$136	NA	$113	$350	$96	$350	$93	$	$8	$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	$
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

[1] Effective March 19, 2010, 5 Year terms are not available to new Customers.

5.5.4 Rates and Charges[1]

The following rates and charges do not apply to services provisioned in ICO regions. Those rate and charges are available upon request.

UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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	$	$86	$0
Fractional DS1	128Kbps	$291	NA	$267	$400	$223	$400	$213	$	$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)	N/A	$2,055	$450	$1,426	$450	$1,136	$0	$770	$0
DS3	40Mbps	$15,851(I)	N/A	$12,477	$1,000	$9,244	$1,000	$6,653	$0	$3,890	$0

NNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
DS0 Port	56Kbps	$136	NA	$113	$350	$96	$350	$93	$	$8	$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	$
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

[1]   Effective March 19, 2010, 5 Year terms are not available to new Customers.

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
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
Fractional DS1 Port	512Kbps	$1,443(I)	NA	$1,328(I)	$400	$920	$400	$734	$0	$497	$0
Access	512Kbps	$248	NA	$227	$400	$218	$400	$208	$0	$20	$0
Total Fractional DS1 Port and Access	512Kbps	$1,691(I)	NA	$1,555(I)	$800	$1,138	$800	$942	$0	$701	$0
Fractional DS1 Port	768Kbps	$1,529(I)	NA	$1,404(I)	$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(I)	NA	$1,631(I)	$800	$1,189	$800	$984	$0	$729	$0
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	$1,00	$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

[1]   Effective March 19, 2010, 5 Year terms are not available to new Customers.

UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
Bandwidth	Speed	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC	Monthly	NRC
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
Fractional DS1 Port	512Kbps	$1,732(I)	NA	$1,328	$400	$920	$400	$734	$0	$497	$0
Access	512Kbps	$248	NA	$227	$400	$218	$400	$208	$0	$20	$0
Total Fractional DS1 Port and Access	512Kbps	$1,980(I)	NA	$1,555	$800	$1,138	$800	$942	$0	$701	$0
Fractional DS1 Port	768Kbps	$1,835(I)	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(I)	NA	$1,631	$800	$1,189	$800	$984	$0	$729	$0
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	$1,00	$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

[1]   Effective March 19, 2010, 5 Year terms are not available to new Customers.

Multilink UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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	$5,44	$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

[1]   Effective March 19, 2010, 5 Year terms are not available to new Customers.

Multilink UNI Port and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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	$5,44	$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

[1]   Effective March 19, 2010, 5 Year terms are not available to new Customers.

Multilink UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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 and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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

[1] Effective March 19, 2010, 5 Year terms are not available to new Customers.

Multilink UNI Port Only		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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 and Access		Out of Term		1 Year		2 Year		3 Year		5 Year[1]	
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

[1] Effective March 19, 2010, 5 Year terms are not available to new Customers.

(N)

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

(N)

(N)

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

5.5.5 <u>TPP Volume Discount Plan (TVP)</u>

TPP Volume Discount Plan is a discount pricing plan available to PremierSERV^{SM} Frame Relay and ATM Service Arrangements for 2, 3, and 5* Year Term Pricing Plans and a minimum of 10 PremierSERV^{SM} Frame Relay and ATM Service Arrangements or 5 PremierSERV^{SM} ATM Service Arrangements. PremierSERV^{SM} Frame Relay Service UNI IAS is not eligible to receive TVP discounts. Rates and additional terms and conditions are available upon request.

5.5.6 <u>Promotional Offerings</u>

The Company may offer promotions to its Customers purchasing Frame Relay Services. These offerings may be limited to certain dates, times and locations. For details on these promotions, Customers should contact their Account Manager.

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

5.6 <u>Section Not in Use</u>   (N)

5.7. <u>Section Not in Use</u>

5.8. <u>Remote LAN Digital Subscriber Line (DSL) Transport</u> (Only Available in West – CA)

    5.8.1 <u>Service Description</u>

        5.8.1.1 Remote LAN (R-LAN) Digital Subscriber Line (DSL) Transport is a service provided to businesses with a Local Area Network (LAN) which enables the business to allow access to its LAN remotely. Examples of this service are corporate work-from-home and remote office applications, as well as remote learning applications for academic institutions. The business purchasing the R-LAN DSL is the Customer, and the Customer must authorize each End User that it desires to have connected to the R-LAN DSL service ("Authorized R-LAN End User"). R-LAN DSL establishes a virtual session between the designated premises of each Authorized R-LAN End User and Company's PremierSERV^{SM} ATM network utilizing asymmetrical DSL technology over a DSL Line. A DSL Line is the physical facility between the Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) and the Network Interface Device (NID) located at the Authorized R-LAN End User premises. Company retains ownership of the overall DSL Line. RLAN-Digital Subscriber Line (DSL) Transport may not be used by the Customer or End User as a wholesale input used to provide a retail offering of high-speed Internet service.

        5.8.1.2 Company offers R-LAN DSL Transport in several downstream/upstream operating speed combinations across its operating territory. The R-LAN DSL Line provisioned by the Company between Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) to an Authorized R-LAN End User's NID is designed to support downstream speeds up to 6.0 Mbps and upstream speeds ranging from 128 Kbps to 768 Kbps.

        5.8.1.3 "Downstream" speeds represent connection speeds measured in kilobits per second (Kbps) or megabits per second (Mbps), from the Company's DSLAM (or remote terminal where a remote terminal has been installed by Company's vendors or affiliates) to the NID located at an Authorized R-LAN End User's premises. Authorized R-LAN End User's modem must synchronize within the range of the downstream speeds purchased in order for the End User to attain the range of speeds at their computer.

        5.8.1.4 "Upstream" speeds represent connection speeds from the NID located at the Authorized R-LAN End User premises to Company's DSLAM (or remote terminal where a remote terminal has been installed by the Company's vendors or affiliates).   (N)

5.8.1.5 <u>Operating Speeds</u>   (N)

Below are the speed tiers offered by Company.

Product	Downstream Speeds	Upstream Speeds
Primary*	Up to 384kbps	Up to 384kbps
Primary +	Up to 1.5Mbps	Up to 384kbps
Basic I	384kbps to 1.5Mbps	Up to 384kbps
Basic +	768kbps to 1.5Mbps	256kbps to 384kbps
Symmetric	384kbps to 416kbps	384kbps to 416kbps
Advanced	1.5Mbps to 3.0Mbps	384kbps to 512kbps
Premium I	1.5Mbps to 6.0Mbps	384kbps to 608kbps
Advanced +	3.0Mbps to 6.0Mbps	512kbps to 768kbps

*Effective February 1, 2010, the Primary speed tier product and rate is available to new and existing Customers.

5.8.2 <u>Service Provisioning</u>

5.8.2.1   Minimum connection speed or "sync-rate" is between the NID at the Authorized R-LAN End User's premises and the DSLAM (or the remote terminal where a remote terminal has been installed). Connection speeds may be higher under optimal conditions. Actual data transfer or throughput may be lower than sync-rate due to Internet congestion, server or router speeds, protocol overheads, and other factors that may not be in Company's control. If Company is unable to provide the minimum sync rate, then Service will not be provided and Customer will not be subject to termination liability or cancellation charges.

5.8.2.2   Company's R-LAN DSL Transport is offered via a line sharing arrangement (High Frequency Portion of the Line – HFPL) over a Company-provided (non-resold, non-UNE-Platform) retail POTS line.

5.8.2.3   Company will offer R-LAN DSL Transport only within a limited area surrounding the ILEC central offices. This area will be defined by Company and Company retains the discretion to change this area from time to time for new DSL Transport.

5.8.2.4   Company only supports one PVC or virtual session over a single DSL Line. Where it delivers DSL traffic as PPP over L2TP, multiple sessions over a single DSL line are restricted. At present, where sessions are controlled, up to four (4) sessions can be requested as no additional cost.   (N)

5.8.2.5   Company only provides UBR Service.

5.8.2.6   Traffic Discard Priority does not apply.

5.8.2.7   Customer must have connectivity to Company's PremierSERV^{SM} ATM network within the LATA Customer chooses to purchase R-LAN DSL Transport, with the logical ATM inventory included in Company's database. Customer shall provide Company, in advance, virtual path ("VP")/virtual circuit ("VC") information. Company will not provision R-LAN DSL Transport without VP/VC information.

5.8.2.8   West utilizes VP provisioning to each Company DSLAM in each central office or to each Company DSLAM host, where applicable, for Wholesale DSL Transport logical connectivity. The VPC provisioned to the Company's DSLAM in each central office, or to the Company DSLAM host, where applicable, will be billed at Standard ATM UBR VPC rates found in Section 5.4.4.

In Company DSLAMs or Company DSLAM hosts that have become exhausted (no ports available), a VPC to an alternate Company DSLAM in the same central office or to an alternate Company DSLAM host, where applicable, will be provided at no additional charge, given Customer has capacity in existing VPC.

5.8.2.9   Southwest utilizes VC provisioning to Company's PremierSERV^{SM} ATM network for R-LAN DSL Transport logical connectivity.   (D)

VC provisioning gives Customer access to all central office based DSLAMs in the LATA in which Customer requests Service.

5.8.2.10 Midwest utilizes Layer Two Tunneling Protocol (L2TP) provisioning for R-LAN DSL Transport logical connectivity to each L2TP Access Concentrator in each LATA. Customer is billed at Standard ATM UBR VPC rates found in Section 5.4.4. A single UBR charge applies on each ATM Access in each LATA.

5.8.2.11 For West, in cases where Company utilizes Optical Concentration Devices (OCDs)   (D) installed by Company's vendors or affiliates to provide DSL Transport, a VPC to each selected central office with an OCD is required. The first VPC to each selected central office with an OCD will be provided at no charge. Additional VPCs will be billed at Standard ATM UBR VPC rates found in Section 5.4.4.

In Company OCDs that have become exhausted (no ports available), a VPC to an alternate Company OCD in the same central office will be provided at no additional charge, given Customer has capacity in existing VPC.

5.8.3 <u>Customer Support</u>   (N)

Customer is responsible for providing all Customer support to its Authorized R-LAN End Users, and all billing and ordering for its Authorized R-LAN End Users.

Customer is responsible for: (1) the terms of any pricing plans offered by Customer to its End Users; (2) the ordering, billing and collection of its own End Users; and (3) Customer service for all aspects of the Service. Customer is also responsible for managing End User trouble reports and will advise its End Users to contact Customer directly with any trouble reports. Customer will not direct its End Users to contact Company.

Customer shall at all times be the Customer of record with respect to all Services purchased hereunder and shall be responsible for payment to Company. Customer retains all responsibility for billing its End Users and for any claim an End User may make concerning unauthorized billing.

5.8.4 <u>Volume Commitment</u>

5.8.4.1 <u>50-249 and 250+ Volume Commitment</u>: Volume commitment 50-249 and 250+ are combined and the services are provided under a 50-599 volume commitment in Section 5.8.4.2

5.8.4.2 <u>50-599 and Greater Volume Commitment</u>: Customer purchasing R-LAN DSL has the option of a volume commitment for a one (1) year term, and may continue thereafter until terminated by either party upon thirty (30) calendar day written notice. If Customer selects a volume commitment and does not meet the minimum number of required in service R-LAN DSL Transport lines within twelve (12) months, the Customer shall pay a shortfall liability calculated as follows:

Qty of in service R-LAN DSL Transport lines multiplied by $6.

In addition, Customer shall pay month to month prices going forward. Company will biannually review the number of installed R-LAN DSL Transport Arrangements, until Customer has achieved at least fifty (50) DSL Transport lines in service with Company.   (N)

5.8.5   Rate Elements   (N)

A monthly rate applies, based upon the speed of the connections.

5.8.5.1 Service Rearrangement Charge

A charge applies when Customer requests to move Remote LAN DSL Transport
Arrangements from one PVC connection to another PVC connection located on the same
or different ATM switch. A service order is issued for each Remote LAN DSL Transport
Arrangement requested to be rearranged. The Service Rearrangement Charge applies
per Remote LAN DSL Transport Arrangement and is separate from the ATM Network
Change Charge or Move Charge. For Service Rearrangements that occur as a result of
an upgrade in ATM transmission speed, and that occur within 60 days of the ATM
installation date, the Service Rearrangement Charge will be waived.

Customer should contact its Account Manager to request service rearrangements.

5.8.5.2 Assignment & Transfer Charge

A charge applies when Customer requests a billing name change that does not require
any physical work, logical changes or other miscellaneous work to be performed on the
associated DSL Transport Arrangements. A service order is issued for each DSL
Transport Arrangement associated with the billing name that is changed.

Customer should contact its Account Manager to request this order activity.

5.8.5.3 Trouble Isolation Charges

When Customer requests and authorizes Company to dispatch a technician for trouble at
End User premises and no trouble is found in Company's equipment/facilities, or trouble
is due to End User equipment, then Customer will be billed a Trouble Isolation Charge for
the period of time beginning when the technician arrives at the End User premises and
ending when the trouble isolation is complete. No charge will be applied if trouble is
found in Company's equipment/facilities.

When trouble is isolated to a defective jack and/or wiring, Trouble Isolation Charges may
not apply if the following conditions exist:

1) End User currently subscribes to a wiring protection plan offered by the Company.

Authorization for Company to dispatch a technician will only be accepted from Customer
or Customer's Agent. Company requires full name and telephone number of person
authorizing the trouble isolation dispatch. By authorizing the dispatch, Customer accepts
the charges found in Section 5.8.6, following.   (N)

5.8.5.4 <u>Service Order Charge</u>   (N)

A charge will apply when Customer requests that Company manually input order for new service activation or Customer's End User moves from one physical location to another requiring a move order be processed. Service Order Charge will be waived when Company receives the order electronically through Company's ordering system for new service activation or move.   (N)

5.8.6   Rates and Charges   (N)

Customer's total Effective Rate (which is the rate for the DSL Transport Arrangement and applicable FUSF percentage surcharge) will be exempt from Company-initiated rate increases. If the FUSF percentage surcharge is increased or decreased, the rate for the DSL Transport Arrangement will be adjusted to maintain the applicable Effective Rate in effect immediately prior to the FUSF percentage surcharge change. Nonrecurring charges will be assessed a separate FUSF surcharge.

Product	Effective M/M Rate	Effective 1 Yr. 50-599 Rate **
Primary *	$44.00	$41.00
Primary +	$49.00	$45.00
Basic I	$49.00	$45.00
Basic +	$65.00	$60.00
Symmetric	$96.00	$90.00
Advanced	$84.50	$79.00
Premium I	$125.00	$115.00
Advanced +	$101.00	$95.00

*Effective February 1, 2010, the Primary speed tier product and rate is available to new and existing Customers.
** Rates effective June 16, 2007 for new lines. Rates for existing lines under 50-249 Volume Commitment adjusted to new rates (50-599) effective June 16, 2007. Rates for existing 250+ Volume Commitment are equal to 50-599 rate and are unchanged.

Additional Charges – per arrangement			NRC
Assignment & Transfer Charge			$3.50
Service Rearrangement Charge			$11.00
Service Order Charge			$50.00
Trouble Isolation Charges***			
	First ½ Hour	Each Additional ½ Hour	
Basic	$60.00	$35.00	
Overtime	$75.00	$45.00	
Premium	$90.00	$50.00	

***   Basic time is defined as 8 a.m. – 5 p.m. Monday through Saturday, not including Company holidays. Overtime is defined as non-business hours; 5:01 p.m. to 7:59 a.m., Monday through Saturday, not including Company holidays. Premium time is all day Sunday and any Company holiday. Charges apply on a half-hour basis, with fractional hours rounded to the next half-hour increment. Charges are subject to change.   (N)

5.8.7   <u>Promotional Offerings</u>   (N)

     The Company may offer promotions to its Customers that purchase Remote Lan Digital
Subscriber Line (DSL) Services. These offerings may be limited to certain dates, times and
locations. For details on these promotions, Customers should contact their Account Manager.   (N)

5.9. Network Access Point (NAP) (Not Available in Southeast)   (N)

5.9.1 Service Description

The Network Access Point (NAP) utilizes ATM technology to allow Internet Service Providers (ISPs), government, research, and educational organizations to interconnect and exchange information. This exchange of Internet traffic is generally referred to as "peering".

The Midwest NAP is one of the four original National Science Foundation sponsored Network Access Points for Internet infrastructure.

Currently the NAP supports ATM connectivity at full bandwidth rates of DS-3 (45 Mbps), OC-3c (155 Mbps), or OC-12c (622 Mbps).

5.9.2 Service Provisioning

5.9.2.1 A PremierSERV^{SM} ATM Permanent Virtual Circuit (PVC) connection is routed as a single entity across the NAP, using a single Virtual Path Identifier (VPI) and Virtual Circuit Identifier (VCI) address combination.

5.9.2.2 IP Address and VPI/VCI Assignment

Customers of the NAP use PVCs to exchange traffic between different ISPs' routers. Customers are assigned one VPI/VCI pair unique to its PremierSERV^{SM} ATM port. When PVCs interconnect two Customers, the VPI/VCI used at each endpoint is associated with the Customer on the opposite end of the PVC.

5.9.2.3 Peering: Bilateral Agreements vary by region.

NAP attaching Customers should intend to form bilateral agreements with other NAP-attached Customers. A physical connection to the NAP should not be considered as a commodity Internet connection.

5.9.3 Rate Elements

There are monthly recurring charges and nonrecurring charges that apply to the NAP Service.

The following describes the service components of NAP. There is one rate element that combines the Port, PVC and Access.

Monthly recurring charges apply each month or fraction thereof, based upon the Port speed and TPP selected.

5.9.3.1 NAP Port

The NAP Port is a network interface that offers Customers access to the NAP network. The NAP Port is offered at DS3, OC-3c, and OC-12c speeds.   (N)

5.9.3.2 NAP Access   (N)

NAP Access is the DS3, OC-3c, or OC-12c circuit between the NAP and the
Customer's meetpoint.

5.9.3.3 NAP PVC

A NAP PVC is a logical connection between ports that allows origination and
termination of Customer ISP traffic.

5.9.4   Rates and Charges – Midwest

The following rates and charges do not apply to services provisioned in ICO regions. Those rate
and charges, as well as rates for 3 and 5 year term pricing plans, are available upon request.

| Franklin Carrier Meet | | 1 Year | |
Port	Speed	Monthly	NRC
DS3	40 Mbps	$ 4,900	$ 2,000
OC-3c	148 Mbps	$ 5,800	$ 3,000
OC-12c	622 Mbps	$ 10,900	$ 4,000

| Wabash Carrier Meet | | 1 Year | |
Port	Speed	Monthly	NRC
DS3	40 Mbps	$ 5,400	$ 2,000
OC-3c	148 Mbps	$ 6,200	$ 3,000
OC-12c	622 Mbps	$ 13,600	$ 4,000

| Franklin CO. Zero Miles | | 1 Year | |
Port	Speed	Monthly	NRC
DS3	40 Mbps	$ 5,900	$ 2,000
OC-3c	148 Mbps	$ 6,900	$ 3,000
OC-12c	622 Mbps	$ 14,800	$ 4,000

| Franklin Co. One Mile | | 1 Year | |
Port	Speed	Monthly	NRC
DS3	40 Mbps	$ 6,600	$ 2,000
OC-3c	148 Mbps	$ 7,500	$ 3,000
OC-12c	622 Mbps	$ 17,500	$ 4,000

Monthly Mileage Rates

Rates for connection beyond the above listed categories include the following per air mile charge
added to the 'Franklin C.O. One Mile' pricing above. The total mileage is computed as net
mileage. That is, one mile is deducted from the total distance from the Franklin C.O. to the
Customer premises:

Port	Speed	1 Yr.
DS3	40 Mbps	$ 72
OC-3c	148 Mbps	$ 320
OC-12c	622 Mbps	$ 640

(N)

5.10. <u>Telecommunications Service Priority Service (TSP)</u> (Not Available in Southeast)   (N)

    5.10.1 <u>General</u>

        The Telecommunications Service Priority Service (TSP) is a service developed to meet the requirements of the Federal Government that provides the regulatory, administrative and operational framework for the priority installation and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The TSP System is available for both PremierSERV^{SM} ATM and PremierSERV^{SM} Frame Relay services. The TSP System applies only to NSEP telecommunications services, and requires and authorizes priority action by the Company providing such services.

        In obtaining the TSP System service, the Customer acknowledges and consents to the provision of certain Customer service record information by the Company to the National Communications System (NCS) in order for the NCS to maintain and administer its overall TSP System. This Customer service record information will include only TSP Authorization Code and Company Circuit/Service ID.

    5.10.2 <u>Service Provisioning</u>

        5.10.2.1 Telecommunications Service Priority (TSP) shall be provided in accordance with the guidelines set forth in the following:

- National Communications System (NCS) Manual 3-1-1

- Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual

- National Communications System (NCS) Handbook 3-1-2

- Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook

        In addition, priority installation and/or restoration of NSEP telecommunications services shall be provided in accordance with part 64.401, appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations.

        5.10.2.2 TSP System Service will be provided to any Customer upon receipt of written confirmation that the proper Priority System Authorization Number (PSAN), as provided by the Federal Government, has been duly authorized and that authorization has subsequently been confirmed by the Company.

        5.10.2.3 Under certain conditions it may be necessary to preempt one or more Customer services with a lower or no restoration priority in order to install or restore NSEP telecommunications service(s) of a higher priority. If such preemption is necessary and if circumstances permit, the Company will make reasonable effort to notify preempted service Customers of the action being taken. Credit allowance for such service preemption shall be in accordance with the provisions for service interruption as set forth in the Service Level Agreement (SLA) applicable to the service with which it is associated (e.g. Frame Relay service SLA, etc).   (N)

5.10.3 <u>Application of Rates</u>   (N)

    5.10.3.1 Certain activities associated with the TSP System performed by the Company in compliance with Part 64.401, Appendix A of the FCC's Rules and Regulations are included in the following rate elements:

- Priority Installation (Provisioning) -The act of supplying Telecommunications service to a Customer, including all associated transmission, wiring, and equipment if legally provided by the Company, in a period of time shorter than standard order intervals would allow. One charge applies per circuit/line per request.

- Priority Restoration Level Implementation (Assignment) -The act of designating the priority level for the restoration of a particular NSEP telecommunication service. One charge applies for the initial service installation. One charge applies for each subsequent request to add circuit/line locations to an existing service.

- Priority Restoration Level Change (Revision) - The act of changing the priority level assignment for an NSEP telecommunication service. This includes any extension of an existing priority level assignment to an expanded NSEP service. One nonrecurring charge applies per circuit per request.

- Priority Restoration Administration and Maintenance -The act of administering and maintaining the TSP system in such a manner that it corresponds to the National Communications System database. The monthly charge applies per circuit location.

    5.10.3.2 Credit allowance for service interruption for Priority Restoration Maintenance and Administration shall be the same as for the service with which it is associated.

    5.10.3.3. When TSP is revoked, or discontinued, and the associated service (e.g., Frame Relay Service, etc.) is continued in service, no charge applies for such a discontinuance.

    5.10.3.4 When performing Priority Installation (Provisioning), or Restoration of a Digital Link Service in compliance with Part 64.401, Appendix A, of the FCC's Rules and Regulations, the Company, due to circumstances beyond its control, may not be in a position to notify the Customer in advance that certain additional labor charges may apply as applicable to the associated service.

    5.10.3.5 In subscribing to TSP System service, the Customer recognizes this condition and grants the Company the right to quote charges after the installation or restoration has been completed.   (N)

5.10.4 Rates and Charges   (N)

The following rates and charges are in addition to all other rates and charges that may be applicable to the associated service provided. *

Service	Service Charge
Priority Installation (PI) Per Request Per Service	$65.00 (NRC)
Priority Restoration (PR) Level Implementation **	$65.00 (NRC)
Priority Restoration (PR) Level Change on a Service ***	$65.00 (NRC)
Administration and Maintenance of TSP Service – Per Point of Termination on a Customer Premises	$4.10 (Monthly)

* It will be the responsibility of the individual or entity requesting TSP service to obtain approval for the appropriate restoration priority level from the TSP Program Office as administered by the Manager, National Communications System (NCS) as a prerequisite for obtaining TSP service from the Company.

** When a service is ordered in both Priority Installation and Priority Restoration, only the nonrecurring charge for Priority Restoration applies.

*** When a Priority Restoration Level Change is ordered with additional activity that would normally generate a PR Level Implementation Charge, only the Priority Restoration Charge applies.   (N)