

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES<sup>1</sup>

<sup>1</sup>This Service is no longer available to new Customers effective May 1, 2006.

Effective December 8, 2009 or upon expiration of a customer's term plan agreement, if its end date is later than December 8, 2009, SBC Long Distance Private Line Service offered under this Tariff will be discontinued pursuant to Title 47, Section 63.19 of the Code of Federal Regulations.

3.1 Technical Standards for Private Line Services

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3.1.1 General

Private Line Service is offered at speeds as described in Section 3 of this Guidebook. The following technical standards for Private Line Services set forth objectives for the Company to follow. These technical standards do not create any warranties on the part of the Company unless expressly set forth in this Guidebook. The technical standard represents the interface specification and performance parameters.

3.1.2 Interconnection Specifications

(A) DS1 Service

DS1 Service is provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119); T1.107 Digital Hierarchy-Formats Specifications; T1.403, DS1 Metallic Interface; and TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore.

(B) DS3 Service

DS3 Service is provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119); T1.107 Digital Hierarchy-Formats Specifications; T1.404, DS3 Metallic Interface; and TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore.

(C) OC3 Service

OC3/OC3c Service is provided in accordance with ANSI Standard T1.105 Telecommunications Digital Hierarchy Optical Interface Rates and Formats Specifications; TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore; and GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems; Common Generic Criteria, Issue 1, Bellcore. OC3 Service is configured with three (3) separate STS-1 signaling paths, while OC3c Service is configured as one (1) STS-3c signaling path. (An STS-3c contains three concatenated STS-1 signaling paths, which results in a clear Channel payload of approximately 155 Mbps.)

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES<sup>1</sup>

<sup>1</sup>This Service is no longer available to new Customers effective May 1, 2006.

3.1 Technical Standards for Private Line Services (continued)

3.1.2 Interconnection Specifications (continued)

(D) OC12 Service

OC12/OC12c Service is provided in accordance with ANSI Standard T1.105 Telecommunications Digital Hierarchy Optical Interface Rates and Formats Specifications; TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore; and GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems; Common Generic Criteria, Issue 1, Bellcore. OC12 Service is configured with four (4) separate STS-3 signaling paths, while OC12c Service is configured as one (1) STS-12c signaling path. (An STS-12c contains four (4) concatenated STS-3 signaling paths, which results in a clear channel payload of approximately 622 Mbps.)

(E) OC48 Service

OC48/OC48c Service is provided in accordance with ANSI Standard T1.105 Telecommunications Digital Hierarchy Optical Interface Rates and Formats Specifications; TR-NWT-000499, Transport Systems Generic Requirements; Common Requirements, Issue 4, Bellcore; and GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems; Common Generic Criteria, Issue 1, Bellcore. OC48 Service is configured with four (4) separate STS-12 signaling paths while OC48c Service is configured as one (1) STS-48c signaling path. (An STS-48c contains four (4) concatenated STS-12 signaling paths, which results in a clear channel payload of approximately 2.488 Gbps.)

3.1.3 Baseline Technical Performance Objectives

(A) General

Objectives for DS1, DS3, OC3, OC12, and OC48 Service apply to the end-to-end Private Line Service where the Company acts as the agent for the provision of Local Access and exclude non-performance or planned interruption for necessary maintenance purposes. When a Customer orders its own Local Access, then the objectives in this Guidebook apply only to the Company-Provided components of the Circuit. Interexchange Service standards apply on a one-way basis between the originating and terminating Company-designated POP. The actual end to end (CPNIP to CPNIP) service availability and performance of the DS1, DS3, OC3, OC12, and OC48 will be combined function of the Local Access service and interexchange Service specifications. The actual end to end (CPNIP to CPNIP) service availability and performance of the DS1, DS3, OC3, OC12, and OC48 is a function of both services specified and may be affected by the type and quality of Customer-provided equipment, the application of service, and exogenous factors.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES<sup>1</sup>

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3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Objectives (continued)

(A) (continued)

A Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer due to lack of continuity. A Service interruption may be eligible for an out-of-service credit if the failure is (1) in the Company-Provided facilities or (2) in Local Access facilities where the Company acts as the Customer's agent for the provision of Local Access, and the reason for the failure is determined to have been caused by the Company or Third Party Vendor providing the facilities or access.

An interruption period starts when inoperative service is reported to the Company and is released for testing and repair. An interruption period ends when Service is operative and released to the Customer. Out-of-service credit allowance is available to the Customer for interrupted service.

(B) Availability

Availability or network availability is the measurement of the percent (%) of total time the Service is operative when measured over monthly period. The performance objective for all Private Line Services is 99.999% at the network layer. The Service is considered non-available when the Customer reports the Service interruption to the Company and releases the circuit for testing. Network availability is not eligible for out-of-service credits but instead will be issued on a per incident basis per Section 3.2.4. of this Guidebook.

(C) (% Error Free Seconds, While Available)

% EFS is measured at a point in time after the Customer has reported an issue to the Company. % EFS will be measured over a 24 hour time period agreed to by the Customer and Company. The performance objective for all Private Line Services is 99.9% % EFS is not eligible for out-of-service credits. If the testing results in the % EFS not meeting the stated objective and this condition is impacting Customer applications, the Customer has the option of releasing the circuit to the Company for testing.

(D) MTTR

MTTR is measured in terms of hours or time from the time the Service was released for test and repair to operability within accepted thresholds. MTTR is the average time to restore Service. A Circuit will be accepted if all test results meet or are within the acceptance limits. The failed test will be repeated. The MTTR parameter is an outage measurement cumulative on a monthly basis. The MTTR objective is four (4) hours. MTTR is not eligible for out-of-service credits but instead will be issued on a per incident basis per Section 3.2.4. of this Guidebook.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES<sup>1</sup>

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3.2 Out-of-Service Credits

3.2.1 General

- (A) Following the start of service date, if a Customer reports interruption of Service, the Customer may initiate a claim for an out-of-service credit.
- (B) Unless the Customer has cancelled Service, the credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoral of the interruption of Service. If the Customer has cancelled Service, the credit will be applied to the last invoice. Any excess over the amount due will be refunded to the Customer.
- (C) In any given billing month, the total amount of out-of-service credits cannot exceed 100% of the applicable MRC(s) per affected Service.

For Private Line Service, the Company does not provide echo suppression. Voice transmission quality parameters are not necessarily coincident with data performance standards.

3.2.2 Interruption of Service

- (A) An out-of-service credit allowance is available to a Customer for interrupted Service. Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer because of a failure in Company-Provided facilities, a failure in Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access, or if the protective controls applied by the Company result in the complete loss of Service by the Customer.

An interruption period starts when inoperative Service is reported to the Company, and the Service is released to the Company or Company-designated Third Party Vendor for testing and repair. An interruption period ends when Service is operative and released to the Customer, and the Customer has accepted Service. If the Customer cannot be contacted for notification that the Service is operative, the trouble will be cleared awaiting contact with the Customer to verify Service is operative. The outage time for service credit calculations will not include this time. Regardless of the number of Service interruptions within a billing period, credits for interrupted Service will not exceed 100% of the monthly rates of the affected Service that the Customer would have otherwise paid.

- (B) An out-of-service credit will not be given to a Customer if the interruption in Service is due to the negligence of the Customer or exogenous factors (outside the Company's or Third Party Vendor's control).
- (C) In order to permit the Company to make tests and adjustments appropriate for the maintenance of services within satisfactory operating parameters, Private Line Services provided herein shall be available to the Company at times mutually agreed upon between the Company and the Customer. Tests and adjustments shall be completed within a reasonable time. No out-of-service credit will be allowed for any interruptions involved during such tests and adjustments, or if the Customer does not release the Circuit to the Company.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES<sup>1</sup>

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3.2 Out-of-Service Credits (continued)

3.2.2 Interruption of Service (Continued)

- (D) The allowance for the period of interruption per affected Service is defined in Section 3.2.4 of this Guidebook.
- (E) Outages must be determined by the Company to be in Company-Provided facilities or Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access.

3.2.3 Reserved for future use

3.2.4 Service Specific Credit Allowances

(A) DS1 Service

For DS1 Service, the credit allowance is equal to 1/1440 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full MRC. No credit shall be allowed for an interruption of less than two (2) hours.

(B) DS3 Service

For DS3 Service, the credit allowance is equal to 1/30 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full MRC. No credit shall be allowed for an interruption of less than two (2) hours.

(C) OC3 Service

Credit(s) for an interruption of less than two (2) hours or the initial two (2) hours will be limited to 1/30 of all applicable billed elements of the affected Service. For interruptions of greater than two (2) hours, the credit allowance is equal to 1/4 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full MRC.

(D) OC12 Service

Credit(s) for an interruption of less than two (2) hours or the initial two (2) hours will be limited to 1/30 of all applicable billed elements of the affected service. For interruptions of greater than two (2) hours, the credit allowance is equal to 1/4 of all applicable billed elements of the affected service for each (and portion of) half hour, not to exceed the full MRC.

(E) OC48 Service

Credit(s) for an interruption of less than two (2) hours or the initial two (2) hours will be limited to 1/30 of all applicable billed elements of the affected Service. For interruptions of greater than two (2) hours, the credit allowance is equal to 1/4 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full MRC.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES<sup>1</sup>

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3.2 Out-of-Service Credits (continued)

3.2.4 Service Specific Credit Allowances (continued)

(F) Miscellaneous Installation Service Credits

An installation service credit equal to 20% of the installation charge will be granted for each day missed if the Company fails to meet the service order due date without cause or notice of mutual consent with the Customer. Credits are not to exceed the full non-recurring or installation charges. An exception to an installation service credit is service orders with an expedite status, where the requested due date is missed but the normal due date interval is met. Expedites are met on "a best effort" basis. Order expedite charges apply when a Customer requests a circuit due date that is earlier than the standard provisioning interval.

(G) Additional Labor Charge Credit

If the date and time for an event which triggers additional labor charges is missed without cause or notice of mutual consent of the Customer, then additional labor charges for the event will not be charged. If these additional labor charges were charged in advance, they will be credited on the Customer's next months' bill.

(H) Special Construction

There are no credits for special construction or other incurred non-recoverable costs.

3.3 Mileage Measurements

3.3.1 The rate mileage for the IOC on a two-point Private Line Service is the airline distance measured between the Customer serving Wire Centers associated with each end of the Circuit.

3.3.2 Calculation of IOC Channel mileage between Serving Wire Centers is based on V and H coordinates as obtained by reference to National Exchange Carrier Association, Inc. Guidebook F.C.C. No. 4. The Airline Mileage between Serving Wire Centers is calculated as follows:

The square root of: 
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the coordinates of point 2.

3.3.3 Fractions of a mile are rounded up to the next whole mile before rates are applied.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES<sup>1</sup>

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3.4 Limitations on Service

3.4.1 For Customers that utilize Private Line Service for voice transmission, the Company does not provide echo suppression. Voice transmission quality parameters are not necessarily coincident with data transmission quality.

3.5 Application of Rates and Charges

3.5.1 General

The Base Rates for a particular Private Line Service are determined by the following criteria: (1) type of Private Line Service (i.e. DS1, DS3, OC3, OC12, OC48) and (2) length of the term plan commitment. MRC apply for each Private Line Service furnished by the Company. Non-recurring and one-time charges may also apply. Circuit termination charges for Local Access are not included in this Guidebook.

3.5.2 Monthly Recurring Charges

There are two rate elements used in calculating the MRC for the IOC. They include a fixed monthly charge irrespective of distance and a per mile charge based on the distance between the Customer's serving Wire Centers where each end of the circuit is located.

(A) Fixed MRC

A fixed monthly charge applies. The monthly recurring rates may vary according to the length of term plan agreement.

(B) IOC - Per Mile

This rate element applies per digital Channel whenever there is mileage associated with the digital Channel. The unit rate is multiplied by the number of miles (interoffice miles) between the Customer serving Wire Centers where the endpoints of the Channel are located.

3.5.3 Service Order Change Charge

(A) General

See Section 8 for general rules and regulations regarding the Service Order Change Charge for Data Services. For Private Line Services, the Service Order Change Charge may apply to Service that has been ordered but not installed and accepted by the Customer and to Service that has been installed and accepted by the Customer.

(B) Change In Service Before Installation and Acceptance By Customer

.1 If made prior to turn-up and acceptance of Service by the Customer, no charge applies for a Customer's request to change Service if re-engineering is not required. For example, no charge applies for changes in a Service Order made to change the length of a term plan or for administrative purposes such as change of name or change in billing address, contact name, or telephone number.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES<sup>1</sup>

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3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continud)

(B) (continued)

- .2 Unless otherwise indicated in this Guidebook, the Service Order Change Charge applies when Services are re-engineered. Examples of changes which require re-engineering include but are not limited to changes in serving Wire Center, transmission speed, signaling, terminating equipment or Service rearrangements.
- .3 If the Customer requests a change of location or address in one or both of the original endpoints, the change is treated as a change order. If re-engineering is required, the Service Order Change Charge applies.
- .4 If the Customer requests a change in signaling or terminating equipment and re-engineering of the Service is required; the request is treated as a change order. The Service Order Change Charge applies.

(C) Change in Service after Installation and Acceptance by Customer

- .1 No charge applies for a request to change Service for administrative purposes (e.g. change of name, billing address, etc.). A request to change the length of a term agreement plan is not considered an administrative change and a Service Order Change Charge may apply.
- .2 If the Customer requests a change in signaling or terminating equipment and re-engineering of the Service is required, the request is treated as a change order as long as the Service retains one of the two original endpoints and there is no change in serving Wire Center (see Section 3.5.3 (C).4 of this Guidebook); and the Service Order Change Charge applies. Otherwise the request is treated as a disconnect and new order and installation and TLC charges apply.
- .3 If the Customer requests to change the location or address of both end points of the Circuit, the request is treated as a disconnect and new order. TLCs and installation charges apply.
- .4 A Customer request to change the location of one point of the Circuit will be treated either as a change order or as a disconnect and new order depending on whether the change in location also results in a change in serving Wire Center. If the serving Wire Center remains the same, the change in location will be treated as a change order and a Service Order Change Charge will apply pursuant to section 3.5.3 (C).2 of this Guidebook; TLCs do not apply. If the Customer requests to change the location of one point of the Circuit and the serving Wire Center changes, the changes will be treated as a disconnect and a new order and TLCs and installation charges apply.



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3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continud)

(C) (continued)

.5 Unless otherwise indicated in this Guidebook, TLCs and installation charges apply when the Customer's request to change Service is treated as disconnect of Service and a new order.

.a If the Customer requests a change to upgrade the Bandwidth of Private Line Service to a higher Bandwidth and the length of the term plan is at least equal to the length of the original term plan agreement, TLCs do not apply.

.b If the Customer requests a change to upgrade the Bandwidth of Private Line Service to a higher Bandwidth and the length of the term plan is not at least equal to the length of the original term plan, the TLCs apply.

.c If the Customer moves one location of a Circuit within the same servicing Wire Center and the length of the original term plan for the new Circuit is at least equal to or greater than the term for the disconnected Circuit, the TLC for the disconnected Circuit will not apply.

.6 Unless otherwise indicated in this Guidebook, all other Customer requests for a change in Service which requires re-engineering will be treated as a disconnect and new order and TLCs and installation charges apply.

3.5.4 VIP Discount

Customers subscribing to any of the Company's intrastate Private Line, PRI-ISDN, DVA 6-Pack or DVA-12 Pack Services will automatically receive a volume discount per master account number for (1) all Private Line Service(s) IOCs and (2) PRI-ISDN Service(s), DVA 6-Pack, and DVA-12 Pack Ports associated with the Customer's master account number. Pass through charges are not eligible for a volume (VIP) discount on the master account. To determine the eligible monthly revenue, the Customer's Base Rate charges are totaled, regardless of application, Bandwidth or term commitment period, for all domestic (intrastate and interstate) Private Line Services and, if applicable, PRI-ISDN Services and/or DVA 6-Pack / DVA 12-Pack. This discount will be applied before the application of any other discount(s).

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES<sup>1</sup>

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3.5 Application of Rates and Charges (continued)

3.5.4 VIP Discount (continued)

The VIP discount will appear on the bill in the month in which the discount was earned. The VIP discount for the Private Line, PRI-ISDN, DVA 6-Pack, and DVA 12-Pack Services is calculated by multiplying the eligible monthly recurring revenues at the appropriate discount percent determined by spending threshold. The applicable discounts are as follows:

Eligible Monthly Revenue	Discount
\$2,000	2%
\$5,000	3%
\$10,000	5%
\$15,000	7%
\$20,000	9%
\$25,000	11%
\$50,000	12%

3.6 DS1 Service

3.6.1 This Service is a point-to-point InterLATA Private Line Service which consists of a DS1 (1.5444 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week basis. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is available as non-Channelized. Point-to-point IntraLATA Private Line Service is not available.

- (A) Only point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available.
- (B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

3.6.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the Serving Wire Center.

3.6.3 Customers subscribing to DS1 Private Line Service may order Service by signing a term plan agreement for one (1), two (2), three (3) or five (5) years.

3.6.4 If the Customer signs a 5-year term plan agreement, the installation charge shown in Sections 4.1.1 (A) of this Guidebook will be waived.

3.6.5 For rates and charges, see Section 4.1 of this Guidebook for DS1 Service - Non-Channelized.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES<sup>1</sup>

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3.7 DS3 Service

3.7.1 This Service consists of a DS3 (44.736 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is offered as non-Channelized.

(A) DS3 Service is only offered if a fiber facility is available. Only InterLATA point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available. Point-to-point IntraLATA Private Line Service is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

3.7.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the Serving Wire Center.

3.7.3 Customers subscribing to DS3 for Private Line Service must sign a term plan agreement for one (1), two (2), three (3) or five (5) years.

3.7.4 If the Customer signs a 5-year term plan agreement, the installation charge shown in Section 4.2.1(A) of this Guidebook will be waived.

3.7.5 For rates and charges, see Section 4.2 of this Guidebook for DS3 Service - Non-Channelized.

3.8 OC3 Service

3.8.1 This Service consists of a OC3 (155.52 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is offered as non-Channelized.

(A) OC3 Service is only offered if a fiber facility is available. Only InterLATA point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available. Point-to-point IntraLATA Private Line Service is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

3.8.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the Serving Wire Center and sign a term plan agreement for one (1), two (2), three (3) or five (5) years.

3.8.3 If the Customer signs a 5-year term plan agreement, the installation charge shown in Section 4.3.1 (A) of this Guidebook will be waived.

3.8.4 For rates and charges, see Section 4.3 of this Guidebook for OC3 Service - Non-Channelized.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES<sup>1</sup>

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3.9 OC12 Service

3.9.1 This Service consists of a OC12 (622.08 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is offered as non-Channelized.

(A) OC12 Service is only offered if a fiber facility is available. Only InterLATA point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available. Point-to-point IntraLATA Private Line Service is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

3.9.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the Serving Wire Center and sign a term plan agreement for one (1), two (2), three (3) or five (5) years.

3.9.3 If the Customer signs a 5-year term plan agreement, the installation charge shown in Section 4.4.1 (A) of this Guidebook will be waived.

3.9.4 For rates and charges, see Section 4.4 of this Guidebook for OC12 Service - Non-Channelized.

3.10 OC48 Service

3.10.1 This Service consists of an OC48 (2.488 Gbps) capacity digital Channel available twenty-four (24) hours per day, seven (7) days per week. OC48 Service is offered on an ICB basis only, and only where a fiber facility is available. Only interLATA point to point Service (one Customer Premises to another Customer Premises) is available. Multi-point Service (multiple Customer locations for the same Circuit identification/Service) is not available. Point to point intraLATA Private Line Service is not available.

3.10.2 For rates and charges see Section 4.5 of this Guidebook.