

TARIFF DISTRIBUTION

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PURPOSE: Modify obsolete provisions for OC-3+ SMARTRing Service

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B2. TERMS AND CONDITIONS

B2.4 Payment Arrangements And Credit Allowances (Cont'd)

B2.4.9 Optional Payment Plan (Cont'd)

A. Channel Services Payment Plan (Cont'd)

7. Renewal Options

a. The customer has the following renewal options:

- (1) Prior to completion of the current payment period, any period available under the CSPP may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
- (2) Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Guidebook. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments.
- (3) If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in (2) preceding.
- (4) Upon expiration, Letters of Election executed on or after May 1, 2005, shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.

Renewal Options are no longer available with OC-3+ SMARTRing Service (and OC-3+ Overlay Ring Arrangements), refer to B7.7.1.B for specific terms and conditions. (N)

- b. Service connection charges are not applicable for services renewed under the CSPP. Any new channel equipment and/or facilities added to a customer's network at the time of renewal will be subject to all appropriate service connection charges and other nonrecurring charges.
- c. The Company may discontinue or change any or all renewal options.
- d. When a customer renews a CSPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- e. Recognition of previous service will be given to customers who renew an existing CSPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new CSPP arrangement is a minimum twenty-four month service period or equals/exceeds the remaining service period of the original CSPP arrangement, whichever is greater. An example of a larger system is the renewal of a LightGate 1 System service with a LightGate 2 System service.
- f. Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1994 or later who convert to a CSPP arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1994 or earlier, recognition will be given for the previous service back to January 1, 1994. For customers whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.
- g. To determine the appropriate CSPP Payment Plan for the renewed arrangement¹, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the CSPP arrangement. For example, a CSPP arrangement for a thirty-six month service period under the thirty-six month Term Payment Plan is renewed for twenty-four months with no changes at the end of the thirty-six month period. The sum of months for the completed and proposed service periods would equal sixty months and would be billed under the sixty month Term Payment Plan. Another example is a Month-to-Month customer, in service for fifteen months, who wishes to convert to a sixty month CSPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the CSPP arrangement is equal to seventy-five months, which would be billed under the eighty-four month Term Payment Plan.

Note 1: The payment plan periods available may be limited based on specific underlying product restrictions described in the applicable service publication.

B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B7.7.1 General (Cont'd)

- B.** SMARTRing service is available at OC-3, OC-3+, OC-12, OC-48, OC-48+, OC-192 and OC-192+ capacities.

OC-3 SMARTRing service is available as an individual service or in an Overlay Ring Arrangement riding the customer's host OC-12, OC-48, OC-48+, OC-192 or OC-192+ SMARTRing service. OC-3 SMARTRing service provides an equivalent capacity of 3 DS3s, or any combination thereof not to exceed an OC-3 capacity.

Channel Interface Capacity Reallocation allows the customer to reallocate channel interfaces on a node subsequent to the initial installation of the channel interfaces.

Effective January 7, 2005, OC-3+ SMARTRing service is not available for new individual service installations. Existing OC-3+ SMARTRing service installed as an individual service, or in combination with OC-12 SMARTRing service, as of January 7, 2005, may continue in place. OC-3+ SMARTRing service Overlay Ring Arrangements riding the customer's host OC-48, OC-48+, OC-192 or OC-192+ SMARTRing service are available for host rings installed prior to January 7, 2005. OC-3+ SMARTRing service provides an equivalent OC-3 capacity, not to exceed 3 DS3s at each node, with a maximum ring capacity of 12 DS3s, not to exceed an OC-12 ring capacity.

Effective May 30, 2015, (i) term plans for OC-3+ SMARTRing Service (including OC-3+ Overlay Ring Arrangements) may not be extended or renewed, (ii) OC-3+ Overlay Ring Arrangements may no longer be established on customers' host OC-12, OC-48, OC-48+, OC-192 or OC-192+ SMARTRing Service, and (iii) move, addition or change orders for OC-3+ SMARTRing Service (including OC-3+ Overlay Ring Arrangements) will no longer be accepted. No later than November 30, 2015, or upon expiration of customers' existing term plans, whichever is later, OC-3+ SMARTRing Service (including OC-3+ Overlay Ring Arrangements) must be disconnected. (N)

When a customer orders OC-3+ SMARTRing service in combination with OC-12 SMARTRing service, capacity and channel interface availability at each Customer Node and Central Office Node location is determined by the size node ordered by the customer.

OC-12 SMARTRing service is available as an individual service, or in combination with OC-3+ SMARTRing service, or in an Overlay Ring Arrangement riding the customer's host OC-48, OC-48+, OC-192 or OC-192+ SMARTRing service. OC-12 SMARTRing service provides an equivalent capacity of 12 DS3s.

OC-48 SMARTRing service is available as an individual service, or with overlaying rings in capacities of OC-3, OC-3+ and/or OC-12 or in an Overlay Ring Arrangement riding the customer's OC-192 or OC-192+ SMARTRing service. OC-48 SMARTRing service provides an equivalent capacity of 48 DS3s.

OC-48+ SMARTRing service is available as an individual bi-directional service, or with overlaying rings in capacities of OC-3, OC-3+ or OC-12, or in an Overlay Ring Arrangement riding the customer's OC-192+ SMARTRing service. It provides equivalent capacity of 24 DS3s between consecutive node locations on the ring. The maximum capacity of the OC-48+ SMARTRing service is determined by the number of Customer and Central Office nodes on the ring.

OC-192 SMARTRing service is available as an individual service, or with overlaying rings in capacities of OC-3, OC-3+, OC-12 and/or OC-48. OC-192 SMARTRing service provides an equivalent capacity of 192 DS3s.

OC-192+ SMARTRing service is available as an individual bi-directional service, or with overlaying rings in capacities of OC-3, OC-3+, OC-12, OC-48, and/or OC-48+. It provides equivalent capacity of 96 DS3s between consecutive node locations on the ring. The maximum capacity of the OC-192+ SMARTRing service is determined by the number of Customer and Central Office nodes on the ring.

B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B7.7.2 Application of Rates (Cont'd)

- E.** SMARTRing service OC-3, OC-12, or OC-48 channel interfaces are associated with optical circuits within a SMARTRing service arrangement. These optical circuits may be provisioned as concatenated. When an optical circuit is provisioned as concatenated, the multiple STS-1s within the optical circuit are provided as a single entity with a single overhead channel. When an optical circuit is provisioned as concatenated at the time the circuit is installed, there is no additional charge for provisioning it as concatenated. When an existing non-concatenated optical circuit is requested to be reconfigured as concatenated, a concatenation rearrangement charge shall apply. This rearrangement charge shall also apply for existing concatenated circuits that are requested to be converted to non-concatenated.
- F.** SMARTRing service interfaces may be ordered as asymmetrical (i.e., a circuit enters one node at a lower level interface and exits at another node at a higher level interface). For example, a customer may have a service that connects to a ring via an OC-3 interface at a node. That service is then transported around the ring and connects via an OC-12 interface to another of the customer's services. The allowable asymmetrical interface arrangements for the various ring sizes are as shown in Technical Reference TR-73582. The interface rates for asymmetrical arrangements are the same as the rates for symmetrical arrangements except as follows:
- For lower level DS1 interfaces in an asymmetrical arrangement with an STS-1 interface, the DS1 within an STS-1 Asymmetrical Arrangement interface rate element applies in lieu of the STS-1 interface for the higher level termination.
 - For lower level DS1 interfaces in an asymmetrical arrangement with a DS3 interface, the DS3 (Asymmetrical with DS1) interface rate element applies in lieu of the DS3 interface for the higher level termination of the asymmetrical arrangement.
- G.** In addition, customers with DS3 interfaces at the Customer Node electing to connect with DS1 services at a Central Office Node, must obtain a 28 DS1 Channel System, and the appropriate number of DS1 Channel Interfaces. The applicable rate elements for this arrangement are a DS3 Interface at the Customer Node and a 28 DS1 Channel System with DS1 Interfaces at the Central Office Node. The SMARTRing service 28 DS1 Channel System does not require a DS3 interface at the Central Office Node. A maximum of 28 DS1 Channel Interfaces can be activated for each 28 DS1 System utilized. Nonrecurring charges apply for each 28 DS1 Channel System. Nonrecurring charges also apply for each DS1 Channel Interface in a 28 DS1 Channel System. The recurring rate applies for each 28 DS1 Channel System and each DS1 Channel Interface in a 28 DS1 Channel System.
- H.** In order to accommodate more flexible customer situations, SMARTRing service is available under several payment plans¹: 36 Month Term Payment Plan (24-48 months), 60 Month Term Payment Plan (49-72 months), or 84 Month Term Payment Plan (73-96 months). The 36, 60, and 84 Month Term Payment Plans¹ are provided under conditions specified in the Channel Services Payment Plan, (CSPP), B2.4.9 preceding, except as modified following. For all payment plans, the following terms and conditions apply:
1. All rate elements, except Channel Interfaces for a given SMARTRing service, whether initially or subsequently ordered, must be provided under the same payment plan with the same service period and are coterminous upon disconnect of the SMARTRing service. Channel Interfaces may be ordered under payment plans equal to or less than the selected payment period for the given SMARTRing service.
 2. The rates applicable to a month-to-month payment plan are subject to Company initiated changes.
 3. A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The applicable charge is equal to the number of months remaining in the rate stabilized service period times fifty percent (50%) of the monthly rates for SMARTRing service which include all Nodes, Local Channels, Alternate Central Office Channels, Internodal Channels and/or Interoffice Channels provided under the CSPP arrangement. For services under the month-to-month payment plan, a termination charge is equal to the number of months remaining in the twelve month minimum times the month-to-month rates in effect for SMARTRing service at the time of termination.
Termination liability charges will not apply to any OC-3+ SMARTRing service disconnected on or after May 30, 2015. (N)
 4. When a service period under an existing CSPP arrangement is completed and a customer elects to revert to a month-to-month payment option, no minimum period is applicable. If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.
 5. Additions of services or rate elements, for activating spare or unused capacities of a SMARTRing service under a CSPP arrangement, must be activated at the same rates and charges specified under the existing CSPP arrangement. Channel interfaces may be ordered as specified in 1. preceding.

Note 1: All term plans for SMARTRing Service which are established, renewed or extended after December 13, 2013, for term lengths which are scheduled to expire at any time after February 1, 2019, will instead expire on February 1, 2019. All such services provided on or after February 1, 2019 will be provided on a Month-to-Month (MTM) basis at the applicable, then-current MTM rates.

B7. DIGITAL NETWORK SERVICE**B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)****B7.7.2 Application of Rates (Cont'd)****H. (Cont'd)**

6. Additions of services or rate elements, i.e. new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under a new CSPP arrangement at rates and charges as specified in 1. preceding. The new CSPP arrangement must be at least 24 months and must be coterminous with the CSPP arrangement for the existing SMARTRing service.
7. Termination liability charges will not apply to SMARTRing Service under the following circumstances, as long as the total number of nodes does not decrease for an existing customer: (T)
 - Disconnects of channel interfaces associated with SMARTRing Service
 - Disconnects, moves or rearrangements involving the removal of the following SMARTRing service rate elements to allow the placement of additional nodes and channels: Local Channel Mileage Rates, Interoffice Channel Mileage Rates, Customer Node and Central Office Node
8. Renewal Options are no longer available with OC-3+ SMARTRing Service (and OC-3+ Overlay Ring Arrangements), refer to B7.7.1.B for specific terms and conditions. (N)