

B108. OBSOLETE SERVICE OFFERINGS – CUSTOM NETWORK SERVICE

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B108. OBSOLETE SERVICE OFFERINGS – CUSTOM NETWORK SERVICE

B108.1 General

Custom Network Service is furnished to provide custom-designed IntraLATA Private Line Service networks. Each network design is offered herein as a Custom Network Service Arrangement, and each is further identified with a roman numeral designation (e.g., Custom Network Service Arrangement I).

A Custom Network Service Arrangement is only available under a contractual payment period according to the terms and conditions specified herein. (T)

The Private Line Services provided in a Custom Network Service Arrangement are subject to the general *terms and conditions* for service stated elsewhere in this Guidebook, except where specified otherwise in a Custom Network Service Arrangement. (T)

In order to subscribe to a Custom Network Service Arrangement, the customer's network must meet the minimum requirements stated within that specific Custom Network Service Arrangement with regard to network design and size. The customer must also agree to the terms and conditions stated therein.

B108.2 Custom Network Service Arrangement I

(Obsoleted November 1, 2013) Custom Network Service Arrangement I is only available for existing customers at existing locations. Not available for new service, additions to existing service or moves of existing service to new locations.

B108.2.1 General

Custom Network Service Arrangement I is provided to furnish a large data network composed of SynchroNet service (may be referred to as digital data or 4-wire digital data service).

This arrangement will provide the *terms, conditions* and rates and charges to allow the provisioning of a very large digital data network for the specified payment period of four years (48 months). All service provided in Custom Network Service Arrangement I over the life of the payment period shall co-terminate at the expiration of the four year payment period agreement. (T)

The digital data service provided in Custom Network Service Arrangement I will be subject to the *terms and conditions* in this Guidebook which apply to SynchroNet service from Section B7., except where stated otherwise herein. (T)

B108.2.2 Terms and Conditions

- A. Custom Network Service Arrangement I is provided under a fixed four year payment period and shall be administered in accordance with the *terms and conditions* contained in the Channel Services Payment Plan, B2.4.9.A., except as follows: (T)
1. The customer has the following options for service following the expiration of the four year payment period:
 - a. The customer may elect to enter into a new Custom Network Service Arrangement I payment agreement at the rates in effect herein for new customers at the time his contract service expires.
 - b. The customer may elect that his network service revert back to the generally available SynchroNet service rates in Section B7. that are in effect at the time his contract service expires.
 - c. The customer may elect that all Custom Network Service be disconnected at the expiration of his contract period. No Termination Liability Charges shall apply.
 - d. If the customer does not elect a., b., or c. preceding or does not notify the Company of his intentions prior to the time his contract service expires, service shall be continued at the monthly rates currently in effect for month-to-month digital (SynchroNet service) service from Section B7. until notified otherwise by the customer.

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B108.2 Custom Network Service Arrangement I (Cont'd)

B108.2.2 Terms and Conditions (Cont'd)

(T)

A. (Cont'd)

2. The disconnect or moves of individual local and/or interoffice channels, node channel terminations and/or associated optional features within the Custom Network Service Arrangement I payment period shall be considered as partial disconnects of the network and shall not incur a Termination Liability Charge. A Termination Liability Charge shall apply only for the complete disconnect of all service within Custom Network Service Arrangement I (except as specified in 3. following) and shall be calculated as follows:
 - If the count of digital local channels is 500 or greater at the time of disconnect, the Termination Liability Charge shall be equal to the appropriate monthly rate times the number of months remaining in the Custom Network Service Arrangement I payment period times the quantities of service in-place at the time of disconnect.
 - If the count of digital local channels is less than 500 at the time of disconnect, the Termination Liability Charge shall be equal to the appropriate monthly rate times the number of months remaining in the Custom Network Service Arrangement I payment period times the quantities of service in-place at the time of disconnect, plus the monthly rate for a 9.6 Kbps digital local channel times the number of months remaining in the Custom Network Service Arrangement I payment period times the difference between the actual count of digital local channels and the 500 local channel minimum (as described in B. following).
3. A Termination Liability Charge shall apply for the complete disconnect of Custom Network Service Arrangement I unless both of the following conditions are met: 1) the disconnect occurs after Custom Network Service Arrangement I has been in-place for a minimum of 12 months and 2) if the customer elects another Custom Network Service Arrangement for a period of time equal to or greater than the amount of time remaining in his Custom Network Service Arrangement I payment period. If these conditions are met, no Termination Liability Charge shall apply.

- B.** The minimum size for a data network under Custom Network Service Arrangement I shall be 500 SynchroNet service local channels located in the Company serving area in Alabama. The customer's data network may be less than the 500 local channel minimum size upon electing to subscribe to Custom Network Service Arrangement I, however, the network size must grow to the 500 local channel minimum by the first anniversary (12 months) date of the signing of the payment agreement for Custom Network Service Arrangement I.

The size of the data network shall remain a minimum of 500 digital local channels for the four year payment period. The network size shall be reviewed annually on the anniversary date of the signing of the payment agreement for Custom Network Service Arrangement I. The purpose of each annual review is to determine if the data network minimum size has been met and is being maintained and to make any billing adjustments if the size is below the stated minimum.

1. If the count of digital local channels is 500 or greater on the anniversary date, the network minimum has been met and no billing adjustment is required.
2. If the count of digital local channels is less than 500 on the anniversary date, the network minimum has not been met and a one-time charge shall apply to adjust the billing for the prior year. This charge shall be referred to as the annual adjustment charge and is not subject to the Deferred Payment option provided in B2.4.9.A.9.

The calculation to determine this annual adjustment charge takes into account a customer's inward and outward movement that may have occurred for purposes of recovering revenue due for the shortfall in the minimum local channel count.

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B108.2 Custom Network Service Arrangement I (Cont'd)

B108.2.2 Terms and Conditions (Cont'd)

(T)

B. (Cont'd)

2. (Cont'd)

The annual adjustment charge shall be calculated as follows and shall be imputed as a one-time charge.

- a. The customer shall pay the equivalent of the monthly rate for a 9.6 Kbps digital local channel provided within their Custom Network Service Arrangement I times the difference between the local channel count on the anniversary date and the 500 local channel minimum times 6 months.
- C. Nonrecurring charges specified in B108.2.3 do not apply for the conversion of SynchroNet service in-place at the time the customer establishes Custom Network Service Arrangement I. Any requests for new service to be added to the customer's network at the time Custom Network Service Arrangement I is established will be subject to the nonrecurring charges specified in B108.2.3.

B108.2.3 Rates and Charges

A. SynchroNet Service¹

1. Digital Local Channel, each

	Monthly Rate	Nonrecurring Charge		USOC
		First	Additional	
(a) 2.4 Kbps	\$47.00	\$340.00	\$105.00	1RSD2
(b) 4.8 Kbps	47.00	340.00	105.00	1RSD4
(c) 9.6 Kbps	47.00	340.00	105.00	1RSD9
(d) 19.2 Kbps	47.00	340.00	105.00	1RSD3
(e) 56.0 Kbps	60.00	340.00	105.00	1RSD5
(f) 64.0 Kbps	60.00	340.00	105.00	1RSD6
2. Node Channel Termination, each				
(a) 2.4 Kbps	9.50	37.00	32.00	2UN24
(b) 4.8 Kbps	9.50	37.00	32.00	2UN48
(c) 9.6 Kbps	9.50	37.00	32.00	2UN96
(d) 19.2 Kbps	9.50	37.00	32.00	2UN19
(e) 56.0 Kbps	26.00	37.00	32.00	2UN56
(f) 64.0 Kbps	26.00	37.00	32.00	2UN64

3. Digital Interoffice Channel

a. 0 - 8 miles

(1) Per channel

	Monthly Rate	Nonrecurring Charge	USOC
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	\$19.00	\$76.00	3LBAA
(b) 56.0 and 64.0 Kbps	34.00	76.00	3LBAA

Note 1: The monthly rates shown are for the fixed four year payment period.

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B108.2 Custom Network Service Arrangement I (Cont'd) (N)

B108.2.3 Rates and Charges (Cont'd) (T)(O)

A. SynchroNet Service¹ (Cont'd) (O)

3. Digital Interoffice Channel (Cont'd) (O)

a. 0 - 8 miles (Cont'd) (O)

(2) Each mile or fraction thereof (O)

	Monthly Rate	Nonrecurring Charge	USOC	
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	\$1.75	\$-	3LBBA	(O)
(b) 56.0 and 64.0 Kbps	3.50	-	3LBBA	(O)
b. 9 - 25 miles				(O)
(1) Per channel				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	19.00	76.00	3LBCA	(O)
(b) 56.0 and 64.0 Kbps	34.00	76.00	3LBCA	(O)
(2) Each mile or fraction thereof				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	1.70	-	3LBDA	(O)
(b) 56.0 and 64.0 Kbps	3.40	-	3LBDA	(O)
c. Over 25 miles				(O)
(1) Per channel				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	19.00	76.00	3LBEA	(O)
(b) 56.0 and 64.0 Kbps	34.00	76.00	3LBEA	(O)
(2) Each mile or fraction thereof				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	1.65	-	3LBFA	(O)
(b) 56.0 and 64.0 Kbps	3.30	-	3LBFA	(O)
4. MultiPoint Service/Bridging (Optional Feature)				(O)
Per local or interoffice channel bridged ^{2,3,4}				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	22.00	28.00	6BN	(O)
(b) 56.0 Kbps	22.00	28.00	6BN	(O)

Note 1: The monthly rates shown are for the fixed four year payment period. (O)

Note 2: This option may not be available where 56.0 Kbps repeaters are required for digital local channels. (O)

Note 3: This option may not be available in all service locations. (O)

Note 4: This option is not available with 64.0 Kbps. (O)