

ACCESS SERVICE

33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®)(A) Basic Channel Description

DecaMAN® is a fiber based, point-to-point, 10 Gigabit Ethernet service that allows customers to transport data signals between local area networks (LANs). DecaMAN® transports data signals at the rate of 10 Gigabits per second (Gbps). All basic service configurations provide a single direction of transmission.

Rates and charges for DecaMAN® Service are set forth in Section 33(N), following, with the exception of the services provided by the Telephone Company in the Metropolitan Statistical Areas (MSAs) in which the Telephone Company has received Phase II pricing flexibility pursuant to Subpart H of Part 69 of the Commission's Rules. The rates and charges for the DecaMAN® Service in the MSAs that have received Phase II pricing flexibility are set forth in Section 39.

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DecaMAN® is available with two different interfaces:

10 Gigabit Ethernet (LAN-PHY) - A version of Ethernet that allows data transmission rates of 10.3125 Gbps with a LAN-PHY only interface.

10 Gigabit Ethernet (WAN-PHY) - A version of Ethernet that allows data transmission rates of 9.953 Gbps with a WAN-PHY only interface.

The following regulations will apply to DecaMAN®:

- (1) The Telephone Company considers a service interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff when the protective controls applied by the Telephone Company result in the complete loss of service by the customer. An interruption period starts when a customer reports an inoperative service to the Telephone Company and the Telephone Company confirms that continuity has been lost, and ends when the service is operative.

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)(A) Basic Channel Description (Cont'd)(2) Service Provisioning

- (a) The customer provided equipment (CPE) must deliver the data signals for DecaMAN® transport for the subscribed data service.
- (b) DecaMAN® provides physical layer transport only. The Telephone Company assumes no responsibility for the through transmission of signals generated by the CPE, for the signals by the CPE, or address signaling to the extent the CPE performs addressing. Error detection and correction of data generated by the CPE is the customer's responsibility.
- (c) There are two provisioning options for DecaMAN®:
 - 10 Gigabit Ethernet LAN-PHY, which provides data transmission rates of 10 Gigabits per second with a LAN-PHY interface.
 - 10 Gigabit Ethernet WAN-PHY, which provides data transmission rates of 10 Gigabits per second with a WAN-PHY interface.

(B) Rate Regulations

This section contains the specific regulations governing the rates and charges which may apply to the DecaMAN® Service. The rates and charges in effect at the time the DecaMAN® Service is installed and accepted by the customer are the rates and charges which will be billed to the customer requesting the service. The rates and charges in effect at the time may not be the same as those rates and charges in effect at the time the customer requests the service.

If the Telephone Company initiates rate changes resulting in a decrease of rates for an existing service with a 1, 2, 3, or 5 year term period, those rate changes will be passed along to the customer. Rate changes resulting in an increase of rates for an existing service with a 1, 2, 3, or 5 year term period will not exceed the original rate for that selected term period.

There are 7 basic rate elements, which apply to DecaMAN® service:

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(1) Local Distribution Channel (LDC)

Local Distribution Channel (Same as Channel Termination) is the termination of DecaMAN® at a customer designated premise (node), as described in Section 7.2.1(A), consisting of the following two elements:

- (a) the termination for the fiber optic facilities at each node and its serving wire center.
- (b) the fiber optic facility between each node and its serving wire center.

(2) Interoffice Mileage

Interoffice Transport facilities, which provide the transmission path between Serving Wire Centers associated with two customer designated premises, are comprised of Fixed and Per Mile rate elements.

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)(B) Rate Regulations (Cont'd)(3) Repeater

Repeaters (Circuit Regenerators) provide essential detection and retransmission of DecaMAN® signals. Repeaters are provided as required by the Telephone Company when actual fiber facility loss between customer designated premises and/or central office locations exceed design limits. Repeaters will be located exclusively in Telephone Company central offices and are required for each successive transport segment of approximately 21.4 db.

When protection options are ordered, as set forth in Section 33(K), additional repeaters may be necessary on the protected path as determined by the Telephone Company. The Repeater rate element will be applied to a protected circuit per fiber pair.

(4) Collocation Transport

Collocation Transport provides for the transmission facilities arrangement between a Telephone Company Central Office frame and a collocation frame located in the Telephone Company Central Office.

There are two components of Collocation Transport.

(a) Inter/Intra Office Fixed

The Inter/Intra office fixed rate element provides for the electronic equipment required to terminate a channel between two collocation arrangements located either in the same central office (intra) or in two separate central offices (inter).

(b) Inter Office Per Mile

The per mile charge provides for the electronic equipment and facilities necessary to provide the interoffice transport between collocation arrangements.

The following types of Collocation Transport are:

LAN PHY
WAN PHY

In addition to one Collocation Transport charge, two EISCC charges of the same speed from Section 25.7.5 will apply, per collocation arrangement.

(N)

(N)

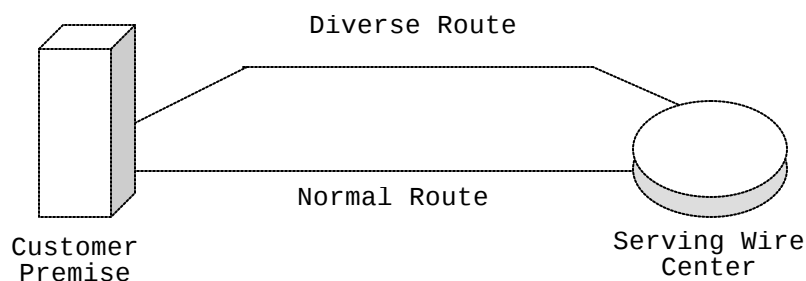
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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)(B) Rate Regulations (Cont'd)(5) Local Channel Diversity

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Local Channel Diversity provides for a transmission path between a designated customer premises and the standard service wire center (SWC) that is diverse from the normal/standard transmission path. Local Channel Diversity requires two DecaMAN® services purchased by the same customer of record. With this arrangement, one or more local distribution channels will be provisioned over the standard route, and one or more local distribution channels will be provisioned over the diverse route. Local Channel Diversity does not provide for all diversity, it only allows for diversity from the splice point closest to the customer's property line to the SWC. If a customer desires full diversity, arrangements must be made for constructing dual entrance facilities into the customer's premises, at the customer's expense.

(6) Inter-Wire Center (IWC) Diversity

(T)

Inter-Wire Center (IWC) Diversity arrangements presume that each end of a DecaMAN® local distribution channel is serviced out of a different serving wire center (SWC). Inter-Wire Center Diversity requires two DecaMAN® services purchased by the same customer of record.

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)(B) Rate Regulations (Cont'd)

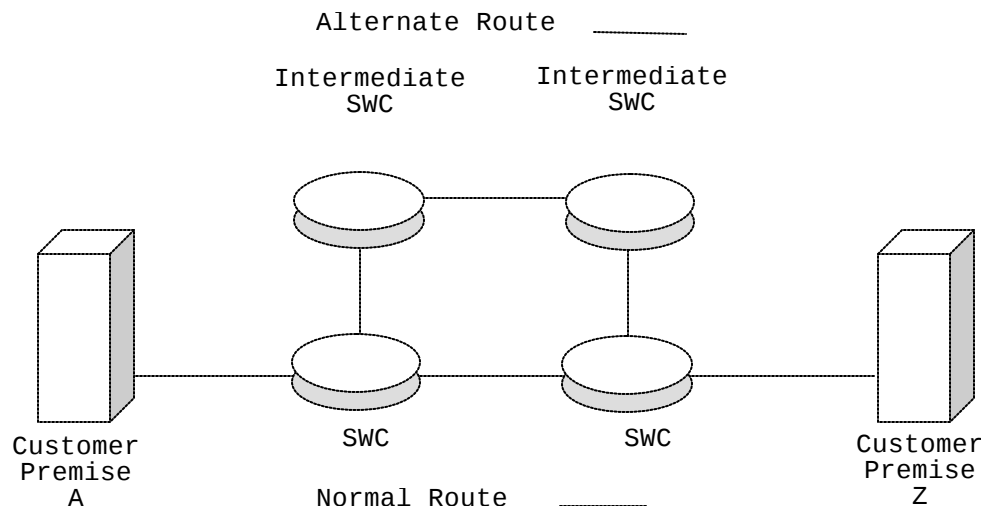
(6) Inter-Wire Center (IWC) Diversity (Cont'd)

(T)

This arrangement provides a transmission path for DecaMAN® local distribution channels between the customer's designated SWC and the SWC at the distant end of the circuit over a transmission path that is separate from the standard transmission path between the two wire centers. IWC diversity does not provide for full diversity. It only offers interoffice diversity. If a customer desires full diversity, Alternate Wire Center Diversity must be implemented along with IWC Diversity. Additionally, arrangements must be made for constructing dual entrance facilities at the customer's premises, at the customer's expense.

(a) Inter-Wire Center Diversity (IWC) Mileage Measurement

Mileage measurements for Access Services, provisioned via an Inter-Wire Center Diversity, will be based on the diverse routing; i.e. mileage measurements will be calculated between the Intermediate Serving Wire Centers along the circuit path of the diversely routed DecaMAN® service.



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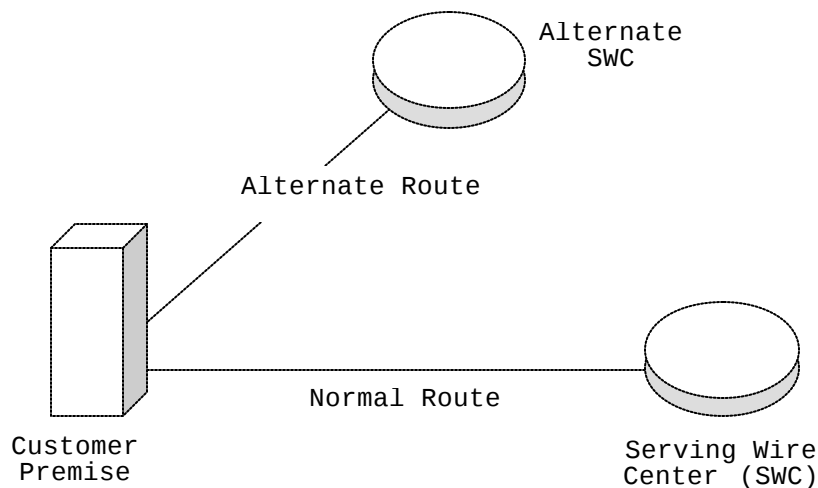
33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)(B) Rate Regulations (Cont'd)

(7) Alternate Wire Center Diversity

(T)

Alternate Wire Center Diversity is for the local loop only. It provides a local channel transmission path for DecaMAN® service between the customer's designated premises and a wire center that is not the normal (or standard) service wire center. The Telephone Company will choose the alternate wire center closest to the customer's designated premises that is capable of providing DecaMAN® service over the alternate route. If a customer desires full diversity, arrangements must be made for constructing dual entrance facilities into the customer's premises, at the customer's expense.

If the circuit routed to the alternative wire center has Interoffice Mileage, measurements will be based on the alternate routing; i.e. mileage measurements will be made to the alternate wire center rather than the serving wire center from which the customer designed premises would normally obtain dial tone.



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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(C) Non-recurring Charges

Non-recurring charges are one-time charges that apply for specific work activity related to the provisioning of DecaMAN® Service, as described in Section 7.2.4.

(D) Recurring Charges

Recurring Charges are rates that apply each month or fraction thereof that the service is provided. Recurring rates apply to 12-, 24-, 36-, or 60-month term periods under the terms and conditions of a Term Pricing Plan (TPP), discussed in (F) following.

(E) Monthly Extension Rates

Upon completion of a TPP, customer's service will automatically convert to the Monthly Extension Rates unless the customer requests a new TPP.

(F) Term Pricing Plan (TPP)

DecaMAN is available for 12-, 24-, 36-, or 60-month term periods. If the Telephone Company initiates rate changes resulting in a decrease of rates for an existing service with a TPP, those rate changes will be passed along to the customer. Rate changes resulting in an increase of rates for an existing service with a TPP will not exceed the original rate for that selected TPP.

(1) Renewals

At the end of a TPP period, the customer must select one of the following options within one month prior to the expiration date:

- (a) Renew the service for a one, two, three, or five year TPP as provided in this tariff;
- (b) Elect to disconnect the service upon expiration of the billing period; or
- (c) Continue the service on a monthly basis at the current Monthly Extension Rates.

All services under an existing TPP that are not renewed within the period stated above will revert to Option (1)(c) above and will be billed at the current Monthly Extension Rates.

(N)

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(F) Term Pricing Plan (TPP) (Cont'd)(2) Conversions

During the customer's TPP, term conversions may be made to a new TPP term of the same or greater length. The expiration date of the new service must be beyond the expiration date of the original TPP term. With the new TPP, the customer incurs no termination liability for the remaining months on the original TPP.

An Administrative Charge is applicable when customers renew or change the length of the TPP term.

(3) Termination Liability

Customers requesting termination of service prior to the expiration date of the TPP term will be liable for a termination charge, which is calculated as follows:

Term Period	Termination Percentage
1 Year	85%
2 Year	85%
3 Year	75%
5 Year	60%

(Monthly Recurring Rate) X (Months Remaining in Billing)
X (Termination Percentage) = Term. Liability Charge

Example: A DecaMAN customer with a \$6,000.00 monthly rate terminates service after 2 years with 1 year (12 months) remaining in a 3 year TPP. The termination liability would be calculated as follows:

\$6,000 X 12 X .75 = \$54,000.00 Termination Charge

(N)

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(G) Moves

Moves involve a change in the physical location of one of the following:

- (1) Service rearrangement;
- (2) Point of Termination at the customer's premises; or
- (3) Customer's premises.

Move charges are dependent upon the type of move requested by the customer.

(1) Service Rearrangement

Service rearrangements are changes to existing (installed) services, which do not result in a change in the minimum period requirements, as set forth in Section 7.2.4(D).

(2) Moves Within the Same Building

When the move is to a new location within the same building, the Administration charge and Customer Connection charge for the service termination affected will apply. There will be no change in the minimum period requirements, as described in Section 7.2.7(B).

(3) Moves to a Different Building

Moves to a different building will be treated as a discontinuance of service; therefore, all nonrecurring charges associated with new service, and new minimum period requirements, as described in Section 7.2.7(C), will apply.

(N)

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(G) Moves (Cont'd)(4) DecaMAN® customers subscribing to three (3) and five (5) year Term Pricing Plans may move one end of the DecaMAN® service per the following regulations:

- (a) A customer may move one end of the DecaMAN® service to a different premises in the same LATA, without incurring early termination liability charges for their existing DecaMAN® service, providing the following criteria are met, and are contingent upon the availability of fiber from premises to premises.
- (1) Customers must have completed at least 15 months (for 3 year TPP), and 18 months (for 5 year TPP) of their existing DecaMAN® TPP,
 - (2) The customer subscribes to a new Term Pricing Plan period that is greater than the remaining months in the existing Term Pricing Plan,
 - (3) The billing period revenue for the new service is equal to or greater than the billing period revenue remaining in the service being converted.
 - (4) Spare facilities and equipment must be available or special construction charges, as set forth in Southwestern Bell Tariff F.C.C. No. 69, shall apply.

The moved service will require a disconnect of the existing DecaMAN® service and placement of an order for the new DecaMAN® service for same customer of record as disconnected service.

The monthly rates for the new services shall be those rates in effect at the time the new service is being installed and requires a disconnect of the existing DecaMAN® service and placement of an order for new DecaMAN® service.

Nonrecurring charges will apply where applicable.

(N)

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(G) Moves (Cont'd)

(4) (Cont'd)

- (b) If the DecaMAN® service was installed with protection options and the customers subsequently requests a move of the channel termination within the same building after installation, a change may be required to the customer premises based Telephone Company equipment, which will be determined by the Telephone Company. Nonrecurring charges as set forth in Section 33(C), preceding are applicable (one-half the nonrecurring charge per channel termination). With this upgrade the customer will experience an out of service condition.

(H) Mileage Measurement

(1) Standard Two-Fiber Circuit

The mileage is calculated on the airline distance between the locations involved, i.e. the serving wire centers associated with two customer designated premises and an international boundary point, a serving wire center associated with a customer designated premise and a Telephone Company Hub, a serving wire center associated with a customer designated premise and a WATS Serving Office as described in Section 7.2.6.

(2) Diversely Routed Circuit

Described in Section 33(B)(6)(a).

(N)

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(H) Mileage Measurement (Cont'd)

(3) Protected Four-Fiber Circuit

For protected DecaMAN® service, mileage charges are applicable on both paths of the protected service. Both Fixed Mileage and Variable Mileage rates will be applied to each fiber path. Mileage measurements for the primary path will be calculated similar to a standard circuit (described in Section 33(H)(1)). Mileage measurements for the secondary path will be based on the additional routing (i.e., mileage measurements will be calculated between the intermediate Wire Centers along the circuit path of the diversity routed DecaMAN® service).

(I) Modification of Access Service

The customer may request a modification of its Access Order at anytime prior to notification by the Telephone company that service is available for the customer's use. The Telephone Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

If the modification cannot be made with the work force during normal business hours, the telephone Company will notify the customer. If the customer still desires the Access Order Modification, the Telephone Company will schedule a new service date. All charges for Access Order modifications will apply on a per occurrence basis as described in Section 5.3.2.

(N)

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)(J) Optional Features(1) Protection Options

(N)

Protection options are provisioned on the customer's DecaMAN® service, and the customer is not required to purchase a second DecaMAN® circuit for protection options. Protection options are applied on a per DecaMAN® circuit basis only.

Protection options are available where facilities and/or operating conditions permit. Where facilities and/or operating conditions do not permit, Special Construction charges, as set forth in Southwestern Bell Tariff F.C.C. No. 69, may apply. Protection options provide additional levels of reliability to DecaMAN® service. There are multiple protection options offered. The options do not need to be the same, but both Channel Terminations of the DecaMAN® service must include some form of protection for the service to be considered protected.

The Telephone Company will design the protection option based upon the configuration of the customer's DecaMAN® service.

Additional repeaters may be necessary on the protected path as determined by the Telephone Company and set forth in Section 33(B)(3) following.

If the DecaMAN® service was installed without protection and customer subsequently request protection options after the DecaMAN® order has been completed, and customer premises locations remain the same, a change to the customer premises based Telephone Company equipment is required. This change will be treated as an upgrade to the DecaMAN® service, and Installation, Rearrangement and protection nonrecurring charges are applicable. This change will require a disconnect of the existing DecaMAN® service and placement of an order for the new DecaMAN® service for the same customer of record. With this upgrade the customer will experience a temporary out of service condition.

Protection switching in less than 50 milliseconds will occur on DecaMAN® services with protection options, with the exception of Power Protection, which is not Switch protected. Protection options are offered with a Service Level Agreement (SLA) that targets a service availability of 99.99%. SLA are not applicable in the event of a cable cut in any unprotected portion of the DecaMAN® service fiber path or when customer requested modifications to the service require down time.

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(J) Optional Features (Cont'd)(1) Protection Options (Cont'd)

DecaMAN® Protection Options are offered as follows:

(a) Equipment Only Protection – per Termination Point

(b) Equipment Plus Fiber Path Protection

(1) Equipment Plus Alternate Wire Center Path
Protection – per Terminating Point

(2) Equipment Plus Channel Termination Path
Protection – per Terminating Point

(3) Inter Wire Center Path Protection – per
Interoffice Segment

(c) Power Protection

(2) Equipment Only Protection

Equipment Only Protection offers one DecaMAN® signal routed on two different fiber pairs that co-exist in the same cable and conduit structure that terminate into two distinct and separate network terminating equipment devices at the customer's premises.

All protected configurations have one working and one standby path. In the event of a failure of the customer's transmission path, the DecaMAN® equipment will switch the customer's transmission to a dedicated standby path within 50 milliseconds of detection. In the event of a failure to both fiber transmission paths, an out of service condition will result. This form of protection can only be ordered per channel termination for each protected DecaMAN® service, and may also apply to the Inter-Wire center segment if the DecaMAN® service is served by more than one serving wire center.

(N)

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(J) Optional Features (Cont'd)(2) Equipment Only Protection (Cont'd)

If a customer requests complete protection extending to the Telephone Company serving wire center from their premises location when utilizing Equipment Protection, they must request diverse entrance facilities into their premises at each end from the nearest Telephone Company splice point closest to the customer premises location. This work is subject to special construction charges as set forth in Southwestern Bell Tariff F.C.C. No. 69.

(3) Equipment Plus Fiber Path Protection

Equipment Plus Fiber Path Protection offers varying degrees of path protection for each channel termination of the DecaMAN® service, plus the inter-wire segment if the service is served by more than one serving wire center, and is offered as follows:

(a) Equipment Plus Alternate Wire Center Path Protection

Equipment Plus Alternate Wire Center Path Protection offers one DecaMAN® signal routed over one fiber pair of the protected DecaMAN® service from the customer's premises to the customer's normal serving wire center, and a duplicate DecaMAN® signal routed over a diversely routed fiber pair to the Alternate Wire center selected by the Telephone Company.

If any location between the two fiber paths is closer than ten feet, the location will be disclosed to the customer. The customer will determine whether to accept the engineered path or agree to pay special construction charges, as set forth in Southwestern Bell Tariff F.C.C. No. 69, to provide a completely diverse route.

(N)

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(J) Optional Features (Cont'd)(3) Equipment Plus Fiber Path Protection (Cont'd)(a) Equipment Plus Alternate Wire Center Path Protection
(Cont'd)

Where facilities are not available, the customer may select Equipment Only Protection for an inter-office segment. This option can be selected for one or both channel terminations of the DecaMAN® service.

All protected configurations have one working and one standby path. In the event of a failure of the customer's transmission path, the DecaMAN® service will switch to a dedicated standby path within 50 milliseconds of detection. In the event of failure to both fiber transmission paths, an out of service condition will result. This form of protection can only be ordered per channel termination for each protected DecaMAN® service.

If a customer requests complete protection extending to the Telephone Company serving wire center from their premises location when utilizing Equipment Protection Plus Alternate Wire Center Path Protection, they must request diverse entrance facilities into their premises at each end, from the nearest Telephone Company splice point closest to the customer premise location. This work is subject to special construction charges as set forth in Southwestern Bell Tariff F.C.C. No. 69.

(N)

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(J) Optional Features (Cont'd)(3) Equipment Plus Fiber Path Protection (Cont'd)

(b) Equipment Plus Channel Termination Path Protection

Equipment Plus Channel Termination Path Protection offers a duplicate DecaMAN® signal routed over two diversely routed fiber paths to the customer's normal serving wire center.

If any location(s) between two fiber paths is closer than ten feet, the location(s) will be disclosed to the customer. The customer will determine whether to accept the engineered path or agree to pay special construction charges as set forth in Southwestern Bell Tariff F.C.C. No. 69, to provide a completely diverse route.

All protected configurations have one working and one standby path. In the event of a failure of the customer's transmission path, DecaMAN® technology will switch the customer's transmission to a dedicated standby path within 50 milliseconds of detection. In the event of failure to both fiber transmission to a dedicated standby path and/or failure to both fiber transmission paths, an out of service condition will result.

This form of protection can only be ordered per Channel Termination for each protected DecaMAN® service from the customer's premises location, or from the manhole/splice point nearest the customer premises, to the Telephone Company serving wire center.

(N)

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(J) Optional Features (Cont'd)(3) Equipment Plus Fiber Path Protection (Cont'd)(b) Equipment Plus Channel Termination Path Protection
(Cont'd)

If a customer requests complete protection extending to the Telephone Company serving wire center from their premises location when utilizing Equipment Protection Plus Channel Termination Path Protection, they must request diverse entrance facilities into their premises at each end from the nearest Telephone company splice point closest to the customer premises location. This work is subject to Special Construction charges as set forth in Southwestern Bell Tariff F.C.C. No. 69.

(c) Inter-Wire Center Path Protection

Inter-Wire Center Path Protection offers a duplicate DecaMAN® signal routed over two diversely routed fiber paths between the two serving wire centers or alternate wire centers. Path protection starts at the nearest manhole outside the Telephone Company serving wire center. Inter Wire Center Path Protection must be ordered with either Equipment Only, Channel Termination Path Protection or Alternate Wire Center Path Protection.

If any location(s) between the two fiber paths is closer than ten feet, the location(s) will be disclosed to the customer. The customer will determine whether to accept the engineered path or agree to pay special construction charges, as set forth in Southwestern Bell Tariff F.C.C. No. 69, to provide a completely diverse route.

(N)

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(J) Optional Features (Cont'd)(3) Equipment Plus Fiber Path Protection (Cont'd)

(c) Inter-Wire Center Path Protection (Cont'd)

All protected configurations have one working and one standby path. In the event of a failure of the customer's transmission path, DecaMAN® technology will switch, within 50 milliseconds of detection, the customer's transmission to a dedicated standby path within 50 milliseconds of detection. In the event of failure to both fiber transmission paths, an out of service condition will result.

(d) Power Protection

Power Protection provides DecaMAN® customers with battery backup for up to eight (8) hours to maintain DecaMAN® equipment in the event of a commercial AC power failure.

Power Protection is offered on a per equipment bay capacity basis, per customer premises, and is dependent upon the number of DecaMAN® services for the DecaMAN® customer of record. The Telephone Company will apply the power protection rate elements based upon the circuit capacity. More than one rate element may be applicable. The Telephone Company will determine the design and engineering requirements for Power Protection for DecaMAN® customers.

(N)

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd) (N)(J) Optional Features (Cont'd)(3) Equipment Plus Fiber Path Protection (Cont'd)

(d) Power Protection (Cont'd)

Customers in multi-tenant buildings will require separate equipment and bays dedicated to each customer.

The addition of Power Protection to existing DecaMAN® service may result in temporary service interruption.

Power Protection is not available for installations using a wall mounted cabinet.

Customers are responsible for providing floor space for power equipment as set forth in Section 2.3.3 preceding.

(K) Allowance for Service Interruptions

A Service Level Agreement (SLA) is offered with fully-protected DecaMAN® service, which provides the customer with a performance commitment that includes financial compensation if the service does not perform as described.

Service availability performance 99.999% is offered on a DecaMAN® service with protection (defined as Equipment Plus Path Protection) for every segment of the service.

If this SLA is not met, the customer will be entitled to a credit equal to 100% of the monthly rate for the period of the interruption of service affecting that rate element(s), not to exceed the total monthly charges for the service. Only one credit in a billing period, will apply.

(N)

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(K) Allowance for Service Interruptions (Cont'd)

The service is considered interrupted when the customer reports a service disruption of greater than ten (10) consecutive seconds to the Telephone Company, and the Telephone Company confirms that continuity of its service has been lost.

In order to qualify for this credit, the outage must be determined by the Telephone Company to be in its network, and the failure occurred in that part of the service with the protection. SLA adjustments are not available in the event of a cable cut in any unprotected portion of the DecaMAN® service fiber path, or due to customer requested modifications to the service that may require down time.

SLAs are applicable to customers who purchase Equipment Plus Alternate Wire Center Path Protection or Equipment Plus Channel Termination Path Protection on both ends of a DecaMAN service (both channel terminations) as well as Inter-Wire Center Path Protection when applicable. The customer is responsible for notifying the Telephone Company when the service parameter within the calendar month falls below the committed level. The customer must request a service credit adjustment within 25 days after the end of the month when the failure occurred.

(L) Upgrade to DecaMAN® from Lower Speeds

Customers with one, two, three, or five year GigaMAN® TPPs may at any time, upgrade to DecaMAN® service without incurring the Termination Liability charge, providing the following criteria are met:

- (1) The customer subscribes to a Term Pricing Plan period that is equal to, or greater than, 12 months;
- (2) The expiration date for the new Term Pricing Plan period is beyond the end of the original Term Pricing Plan period;
- (3) No lapse in service occurs;
- (4) 100% of any waived or unamortized nonrecurring charges will apply;
- (5) The monthly rates for the new service will be those rates in effect at the time the new service is installed;
- (6) The new service is provided between the same customer locations and with the same customer of record as the disconnected service; and
- (7) The billed monthly recurring revenue for the new service is equal to or greater than the billed monthly recurring revenue remaining in the service being converted.

(N)

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(M) LAN-PHY to WAN-PHY and WAN-PHY to LAN-PHY conversions

LAN-PHY to WAN-PHY and WAN-PHY to LAN-PHY conversions will be treated as a complete disconnect and new connect of the DecaMAN® service, requiring placement of an order for the new service. No Termination Liability charges will apply, providing the following criteria are met:

- (1) The customer subscribes to a Term Pricing Plan period that is equal to, or greater than, 12 months;
- (2) The expiration date for the new Term Pricing Plan period is beyond the end of the original Term Pricing Plan period;
- (3) No lapse in service occurs;
- (4) 100% of any waived or unamortized nonrecurring charges will apply;
- (5) The monthly rates for the new service will be those rates in effect at the time the new service is installed;
- (6) The new service is provided between the same customer locations and with the same customer of record as the disconnected service; and
- (7) The billing period revenue for the new service is equal to or greater than the billing period revenue remaining in the service being converted.

(N)

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ACCESS SERVICE

33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)(N) Rates and Charges(1) Recurring Charges(a) LAN-PHY

		Term Pricing Plan					
	USOC	Monthly Extension	12 Mo.	24 Mo.	36 Mo.	60 Mo.	NRC
(1) Local Distribution Channel							
-Per Point of Termination Terminating Bit Rate 10 Gbps							
-All States	TMECS	\$18,000.00	\$15,000.00	\$12,000.00	\$8,500.00	\$7,250.00	N/A
(2) Interoffice Transport Mileage							
-Fixed							
-All States	1L5XX	3,600.00	2,700.00	1,800.00	1,275.00	1,150.00	N/A
-Per Mile 10 Gbps							
-All States	1L5XX	425.00	300.00	250.00	125.00	100.00	N/A
(3) Repeater -each	VU4	7,200.00	6,000.00	4,800.00	3,400.00	2,900.00	N/A
(4) Diversity Options							
Local Channel Diversity							
-Per Channel Terminating Bit Rate 10 Gbps							
-All States	CPALX	3,938.00	3,038.00	2,700.00	2,250.00	2,025.00	850.00
Inter Wire Center Diversity							
-Per Channel Terminating Bit Rate 10 Gbps							
-All States	CPATX	2,625.00	2,025.00	1,800.00	1,500.00	1,350.00	700.00
Alternate Wire Center Diversity							
-Per Channel Terminating Bit Rate 10 Gbps							
-All States	CPAAX	6,300.00	4,860.00	4,320.00	3,600.00	3,240.00	950.00
(5) Collocation Transport facilities between Collocation Arrangements							
- Fixed	1H48S	9,600.00	6,700.00	4,800.00	4,200.00	3,800.00	
- Per Mile	1H48S	425.00	300.00	250.00	125.00	100.00	

(N)
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(N)

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ACCESS SERVICE

33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)(N) Rates and Charges (Cont'd)(1) Recurring Charges (Cont'd)(a) LAN-PHY (Cont'd)

	USOC	Monthly Extension	12 Mo.	Term Pricing Plan			NRC	(T)
				24 Mo.	36 Mo.	60 Mo.		
(6) Protection – per DecaMAN® service arranged								
-Equipment Only Protection, per terminating end	CPAEX	9,000.00	8,250.00	7,350.00	6,300.00	5,400.00	3,000.00	
-Equipment Plus Alternate Wire Center Path Protection, per terminating end	CPAFX	14,760.00	12,300.00	11,040.00	9,600.00	8,400.00	4,500.00	
-Equipment Plus Channel Termination (Local Channel) Path Protection, per terminating end	CPAGX	13,140.00	10,950.00	9,900.00	8,550.00	7,350.00	4,200.00	
-Inter Wire Center Path Protection, per interoffice segment	CPAHX	1,425.00	1,125.00	600.00	450.00	300.00	625.00	
-Power Protection ⁽¹⁾	VBBGX	700.00	625.00	525.00	480.00	435.00	475.00	

⁽¹⁾ Power Protection rate elements are applicable, as set forth in 33(K), preceding.

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ACCESS SERVICE

33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)(N) Rates and Charges (Cont'd)(1) Recurring Charges (Cont'd)(b) WAN-PHY

		Term Pricing Plan					
	USOC	Monthly Extension	12 Mo.	24 Mo.	36 Mo.	60 Mo.	NRC
(1) Local Distribution Channel							
-Per Point of Termination Terminating Bit Rate 10 Gbps							
-All States	TMECS	\$19,800.00	\$16,500.00	\$13,200.00	\$9,600.00	\$8,200.00	N/A
(2) Interoffice Transport Mileage							
-Fixed							
-All States	1L5XX	3,600.00	2,700.00	1,800.00	1,275.00	1,150.00	N/A
-Per Mile 10 Gbps							
-All States	1L5XX	425.00	300.00	250.00	125.00	100.00	N/A
(3) Repeater -each	VU4	7,200.00	6,000.00	4,800.00	3,400.00	2,900.00	N/A
(4) Diversity Options							
Local Channel Diversity							
-Per Channel Terminating Bit Rate 10 Gbps							
-All States	CPALX	3,938.00	3,038.00	2,700.00	2,250.00	2,025.00	850.00
Inter Wire Center Diversity							
-Per Channel Terminating Bit Rate 10 Gbps							
-All States	CPATX	2,625.00	2,025.00	1,800.00	1,500.00	1,350.00	700.00
Alternate Wire Center Diversity							
-Per Channel Terminating Bit Rate 10 Gbps							
-All States	CPAAX	6,300.00	4,860.00	4,320.00	3,600.00	3,240.00	950.00
(5) Collocation Transport facilities between Collocation Arrangements							(N)
- Fixed	1H48S	9,600.00	6,700.00	4,800.00	4,200.00	3,800.00	(N)
- Per Mile	1H48S	425.00	300.00	250.00	125.00	100.00	

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)(N) Rates and Charges (Cont'd)(1) Recurring Charges (Cont'd)(b) WAN-PHY (Cont'd)

	USOC	Monthly Extension	12 Mo.	Term Pricing Plan			NRC	(T)
				24 Mo.	36 Mo.	60 Mo.		
(6) Protection - per DecaMAN® service arranged								
-Equipment Only Protection, per terminating end	CPAEX	9,000.00	8,250.00	7,350.00	6,300.00	5,400.00	3,000.00	
-Equipment Plus Alternate Wire Center Path Protection, per terminating end	CPAFX	14,760.00	12,300.00	11,040.00	9,600.00	8,400.00	4,500.00	
-Equipment Plus Channel Termination (Local Channel) Path Protection, per terminating end	CPAGX	13,140.00	10,950.00	9,900.00	8,550.00	7,350.00	4,200.00	
-Inter Wire Center Path Protection, per interoffice segment	CPAHX	1,425.00	1,125.00	600.00	450.00	300.00	625.00	
-Power Protection ⁽¹⁾	VBBGX	700.00	625.00	525.00	480.00	435.00	475.00	

⁽¹⁾ Power Protection rate elements are applicable, as set forth in 33(K), preceding.

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33. 10 Gigabit Ethernet Metropolitan Area Network (DecaMAN®) (Cont'd)

(N)

(N) Rates and Charges (Cont'd)(2) Installation and Rearrangement Charges(a) LAN-PHY

All States	USOC	<u>Nonrecurring Charge</u> ⁽¹⁾
(1) Administrative Charge per Order	ORCMX	\$60.00
(2) Design Central Office Connection Charge per circuit	NRMCK	\$600.00
(3) Customer Connection Charge per Termination	NRBBL	\$1,400.00

(b) WAN-PHY

All States	USOC	<u>Nonrecurring Charge</u> ⁽¹⁾
(1) Administrative Charge per Order	ORCMX	\$60.00
(2) Design Central Office Connection Charge per circuit	NRMCK	\$600.00
(3) Customer Connection Charge per Termination	NRBBL	\$1,400.00

(1) The Installation and Rearrangement non-recurring charges will be waived for customers purchasing a 36 or 60 month term pricing plan.

(N)

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