

TARIFF DISTRIBUTION

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PURPOSE: Modify upgrade provisions for MegaLink Service (DS1)

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B7. DIGITAL NETWORK SERVICE

B7.1 MegaLink Service (Cont'd)

B7.1.2 Regulations (Cont'd)

C. Application of Rates

1. Digital Local Channels furnished between a Serving Wire Center and the customer's premises will be charged at rates based on the first 1/2 mile and each additional 1/2 mile for the airline distance measured between the customer's premises and their Serving Wire Center.
2. Interoffice Channels furnished between Central Offices will be charged at rates based on airline distance between the Central Offices.
3. MegaLink service is available on a month-to-month basis or under variable rate periods with rates based on lengths of 36 months, 60 months¹, or 84 months¹ under conditions specified in the Channel Services Payment Plan in B2.4 except as modified following. Contract rate increases are subject to the stipulations of 4. following.
4. MegaLink service rates under contract will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or as of the service order application date will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.
5. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to fifty percent (50%) of the following: the number of months remaining in the contract times the monthly rate provided under the contract. However, Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in B2.4.9.A.11. preceding, or for customer requested changes of service under CSPP to Fast Packet Transport Services under the Fast Packet Transport Services Payment Plan *or to AT&T Ethernet Services under the Ethernet Payment Plan*, subject to the provisions set forth in B2.4.9.A.4.b. (C)
6. Airline distance between Company Central Offices shall be developed using the methodology found in B3.3.3. Fractional mileage shall be rounded up to the next full mile.

D. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to MegaLink service when such connection is made in accordance with the provision specified in 2., 3., and 4. following.
2. Responsibility of the Company
 - a. The responsibility of the Company shall be limited to the furnishing and maintenance of MegaLink service to a network interface on the customer's premises where provision is made for the connection of local service.
 - b. The Company shall not be responsible for installation, operation or maintenance of any terminal equipment or communications systems provided by a customer. MegaLink service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities the responsibility of the Company shall be limited to the furnishing of facilities suitable for MegaLink service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
 - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission or

Note 1: As of October 1, 2013, payment periods greater than 36 months are no longer available for new or renewing subscribers.