

**TARIFF DISTRIBUTION**

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

<b><u>TARIFF SECTION</u></b>	<b><u>PAGE NUMBER</u></b>	<b><u>PAGE REVISION</u></b>
H002	10.2	0005
H007	42.0.0.1	0002
H007	42.2	0005
H007	42.2.1	0002

## B2. TERMS AND CONDITIONS

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

#### B2.4.9 Optional Payment Plan (Cont'd)

##### B. Channel Services Payment Plan (Cont'd)

6. Requests for Changes in Length of Optional Payment Period<sup>1</sup> (Cont'd)
  - a. (Cont'd)
    - (1) (Cont'd)
      - No termination charge applies for the remaining portion of the former payment period.
      - Nonrecurring charges will not be reapplied.
      - A service order charge will not apply.
    - (2) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
      - No credit will be given for payments made during the formerly selected period.
      - The new payment period begins with the new CSPP effective date.
      - A termination charge applies for the remaining portion of former payment period.
      - Nonrecurring charges will not be reapplied.
      - A service order charge will not apply.

##### 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 August 24, 2012, 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.

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

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## B7. DIGITAL NETWORK SERVICE

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

#### B7.7.1 General

- 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 December 20, 2004, 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 December 20, 2004, 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 December 20, 2004. 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.

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## 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)

- 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 plans<sup>1</sup>: 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 Plans<sup>1</sup> 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.
  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.

**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.

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## 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)

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)

**I.** SMARTRing service Local Channel, Alternate Central Office Channel and Internodal Channel rates are distance sensitive. They are measured per quarter airline mile or fraction thereof from the customer's designated premises to the Serving Wire Center, Alternate Central Office, or other Customer Nodes. V&H coordinates are derived for each customer location through the use of longitude and latitude measurements. Using the V&H coordinate method as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, compute the mileage, convert to quarter miles, and multiply the appropriate per quarter mile rate by the distance involved. Any portion of a quarter mile will always round up to the next quarter mile before determining the mileage and applying the rate. For channels which are less than one quarter mile, a minimum charge of one quarter mile applies.

**J.** The SMARTRing service Interoffice Channel mileage is calculated per quarter airline mile between two directly connected central offices on the ring. Interoffice Channel mileage is computed by using the V&H coordinates method as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. To determine the rate to be billed, multiply the appropriate per quarter mile rate by the distance involved. Fractions of a quarter mile always round up to the next quarter mile before determining the mileage and applying the rate. For channels which are less than one quarter mile, a minimum charge of one quarter mile applies.

**K.** A nonrecurring charge applies for SMARTRing service Surveillance, one for each Customer Node and each Central Office Node, per SMARTRing service rearranged. A nonrecurring charge applies for Reconfiguration, one per reconfiguration of each STS-1 group at each node where such reconfiguration capability is desired. These rate elements apply when the Customer adds FlexServ service to an existing SMARTRing service.