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**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 specified fixed payment period according to the terms and conditions specified herein. (T)

The services included in a Custom Network Service Arrangement are subject to the general *terms and conditions* stated elsewhere in standard Company guidebooks applicable to those services, 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 herein as digital data service) and FlexServ service. MegaLink service is available in Custom Network Service Arrangement I as an optional service.

This arrangement will provide the *terms, conditions*, rates and charges to allow the provisioning of the data network for the specified payment period. *Terms and conditions*, rates and charges provided in Custom Network Service Arrangement I apply to services provided in *Company* serving area within Georgia (herein referred to as the Company) and all participating Independent Company territories. Service provided in non-participating Independent Company territories will be provided under the *terms, conditions*, rates and charges provided in the standard guidebook sections for the services included in Custom Network Service Arrangement I. (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)

Unless specified following, the *terms and conditions* for MegaLink service specified in B7.1 preceding apply in addition to the *terms and conditions* set forth herein for Custom Network Service Arrangement I. (T)

Certain features of FlexServ service are provided within Custom Network Service Arrangement I and are subject to the *terms and conditions* in the General Exchange Guidebook which apply to FlexServ service from Section A32., except where stated otherwise herein. Other components of FlexServ service are required in order to provide FlexServ service capability for this data network and will be provided from Section A32. (T)

#### **B108.2.2 Terms and Conditions**

- A. Custom Network Service Arrangement I is provided under a fixed five (5) year payment period and shall be administered in accordance with the *terms and conditions* contained in the Channel Services Payment Plan, B2.4.9.B., except as follows: (T)
1. The customer has the following options for service following the expiration of the five 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 and MegaLink service rates in Section B7. and FlexServ service rates in Section A32. that are in effect at the time his contract service expires.

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**B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE****B108.2 Custom Network Service Arrangement I (Cont'd)****B108.2.2 Terms and Conditions (Cont'd)**

(T)

**A.** (Cont'd)

## 1. (Cont'd)

- 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 SynchroNet service and MegaLink service from Section B7. and FlexServ service from Section A32. until notified otherwise by the customer.

- 2. The initial order for Custom Network Service Arrangement I must be for a data network with a minimum of 1000 digital data local channels to be located in the Company serving area in Georgia. The network size must grow to a minimum of 2000 digital data local channels located in the Company serving area by the first anniversary (12 months) date of the signing of the payment agreement for Custom Network Service Arrangement I and grow to a minimum of 3000 digital local channels located in the Company serving area by the second anniversary; this 3000 digital data local channel minimum shall apply for the remainder of the five 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 appropriate 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.

- a. If the count of local channels is the appropriate minimum or greater on the anniversary date, the network minimum has been met and no billing adjustment is required.
- b. If the count of local channels is less than the appropriate minimum 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 SynchroNet service annual adjustment charge and is not subject to the Deferred Payment option provided in B2.4.9.B.

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.

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

- (1) The customer shall pay the equivalent of the monthly rate for a 2.4 Kbps digital local channel provided within their Custom Network Service Arrangement I times the difference between the aggregate local channel count on the anniversary date and the appropriate local channel minimum times 6 months.

- 3. The data network provided under Custom Network Service Arrangement I must include FlexServ service capabilities. The customer's network must contain a minimum of 2000 DS0 SynchroNet service Channel Connections and 2000 Multipoint Junction Units by the end of the first year. The customer shall estimate his projected quantities of DS0 Channel Connections and Multipoint Junction Units that will be in service by the end of the first year of this payment period agreement, and that count shall be utilized to establish the appropriate rating for the first year.

An actual count of these FlexServ service quantities shall be made on each anniversary date of the signing of the Custom Network Service Arrangement I payment period agreement; applicable rates for the next year shall be based upon that count if the FlexServ service network minimums have been met.

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## B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE

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

#### B108.2.2 Terms and Conditions (Cont'd)

(T)

A. (Cont'd)

3. (Cont'd)

If the count of the DS0 Channel Connections or the Multipoint Junction Units is less than the 2000 minimum on any anniversary date, the FlexServ service network minimum has not been met. The billing for the following year shall be from the "2000 - 2999" rate band and a one-time charge shall apply to adjust the billing for the prior year. This charge shall be referred to as the FlexServ service annual adjustment charge and is calculated as follows to be imputed as a one-time charge.

- (1) The customer shall pay the monthly rate for the DS0 Channel Connection or Multipoint Junction Unit (as appropriate from the "2000 - 2999" rate band provided within their Custom Network Service Arrangement I), times the difference between the actual count and the 2000 minimum, times 6 months.

4. The data network provided under Custom Network Service Arrangement I may include any quantity of MegaLink service in the provisioning of this intraLATA network at the rates and charges provided in B108.2.3 following.

5. The disconnect or moves<sup>1</sup> 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 6. following) and shall be calculated as follows:

- The Termination Liability Charge shall be equal to the appropriate monthly rates as specified herein Custom Network Service Arrangement I, times the number of months remaining in the payment period, times the quantities of all service in place at the time of disconnect - with the minimum quantity of 3000 SynchroNet service local channels,<sup>2</sup> 2000 FlexServ service DS0 SynchroNet service Channel Connections and 2000 FlexServ service Multipoint Junction Units to be used if the actual number at the time of disconnect is less than these network minimums.

6. A Termination Liability Charge as specified in 5. preceding 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.

**Note 1:** Appropriate nonrecurring charges apply for the installation of the moved service at the new location.

**Note 2:** If the disconnect occurs prior to the second anniversary of the signing of the payment period agreement, the appropriate minimum for SynchroNet service local channels is 2000.

**B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE** (N)

**B108.2 Custom Network Service Arrangement I (Cont'd)** (T)(O)

**B108.2.3 Rates and Charges** (T)(O)

**A. SynchroNet service<sup>1</sup>** (O)

**1. Digital Local Channel, each** (O)

	Monthly Rate	Nonrecurring Charge		USOC	
		First	Additional		
(a) 2.4 Kbps	\$33.00	\$340.00	\$118.00	1RSD2	(O)
(b) 4.8 Kbps	33.00	340.00	118.00	1RSD4	(O)
(c) 9.6 Kbps	33.00	340.00	118.00	1RSD9	(O)
(d) 19.2 Kbps	33.00	340.00	118.00	1RSD3	(O)
(e) 56.0 Kbps	50.00	340.00	118.00	1RSD5	(O)
(f) 64.0 Kbps	50.00	340.00	118.00	1RSD6	(O)

**2. Node Channel Termination, each** (O)

(a) 2.4 Kbps	8.00	48.00	42.00	2UN24	(O)
(b) 4.8 Kbps	8.00	48.00	42.00	2UN48	(O)
(c) 9.6 Kbps	8.00	48.00	42.00	2UN96	(O)
(d) 19.2 Kbps	8.00	48.00	42.00	2UN19	(O)
(e) 56.0 Kbps	22.00	48.00	42.00	2UN56	(O)
(f) 64.0 Kbps	22.00	48.00	42.00	2UN64	(O)

**3. Digital Interoffice Channel** (O)

**a. Interoffice channel** (O)

**(1) Fixed rates applicable** (O)

	Monthly Rate	Nonrecurring Charge	USOC	
(a) 2.4, 4.8, 9.6, and 19.2 Kbps	\$16.00	\$79.00	3LBSF	(O)
(b) 56.0 and 64.0 Kbps	29.00	79.00	3LBSF	(O)

**(2) Each mile or fraction thereof** (O)

(a) 2.4, 4.8, 9.6 and 19.2 Kbps	1.00	-	3LBSM	(O)
(b) 56.0 and 64.0 Kbps	2.80	-	3LBSM	(O)

**4. MultiPoint Service/Bridging (Optional Feature)** (O)

Per local or interoffice channel bridged<sup>2</sup> (O)

(a) 2.4, 4.8, 9.6 and 19.2 Kbps	10.00	28.00	6BN	(O)
(b) 56.0 Kbps	10.00	28.00	6BN	(O)

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

**Note 2:** This option may not be available in all service locations. (O)

**B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE** (N)

**B108.2 Custom Network Service Arrangement I (Cont'd)** (T)(O)

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

**B. MegaLink service<sup>1</sup>** (O)

1. Digital Local Channel,<sup>2</sup> each (O)

	<b>Nonrecurring Charge</b>	<b>Monthly Rate</b>	<b>USOC</b>	
(a) First 1/2 Mile	<b>\$300.00</b>	<b>\$81.00</b>	<b>1LDPZ</b>	(O)
(b) Each additional 1/2 Mile, or fraction thereof	-	<b>30.00</b>	<b>1LDPA</b>	(O)
2. Interoffice Channel, <sup>3</sup> each channel 0 - 8 miles				(O)
(a) Fixed Monthly Rate	<b>100.00</b>	<b>85.00</b>	<b>1LNO1</b>	(O)
(b) Each airline mile or fraction thereof	-	<b>20.00</b>	<b>1LNOA</b>	(O)
3. Interoffice Channel, <sup>3</sup> each channel 9 - 25 miles				(O)
(a) Fixed Monthly Rate	<b>100.00</b>	<b>85.00</b>	<b>1LNO2</b>	(O)
(b) Each airline mile or fraction thereof	-	<b>18.00</b>	<b>1LNOB</b>	(O)
4. Interoffice Channel, <sup>3</sup> each channel over 25 miles				(O)
(a) Fixed Monthly Rate	<b>100.00</b>	<b>85.00</b>	<b>1LNO3</b>	(O)
(b) Each airline mile or fraction thereof	-	<b>16.00</b>	<b>1LNOC</b>	(O)
5. Service Connection Charges for MegaLink service				(O)

		<b>Nonrecurring Charge</b>	<b>USOC</b>	
(a) Service Establishment Charge, per MegaLink service channel		<b>\$575.00</b>	<b>NA</b>	(O)
(b) Service Change Charge, per MegaLink service channel <sup>4</sup>		<b>350.00</b>	<b>NA</b>	(O)
(c) Premises Visit Charge, per Digital Local Channel or for an Inside Move		<b>37.00</b>	<b>NA</b>	(O)

**C. FlexServ service<sup>1,3</sup>** (O)

	<b>Installation Charge</b>	<b>Monthly Rate</b>	<b>USOC</b>	
1. DSO Channel Connection, per SynchroNet service channel				(O)
(a) 2000 - 2999	<b>\$25.00</b>	<b>\$3.50</b>	<b>DSLSA</b>	(O)
(b) 3000 - 3999	<b>20.00</b>	<b>2.75</b>	<b>DSLSA</b>	(O)
(c) 4000 and above	<b>15.00</b>	<b>2.00</b>	<b>DSLSA</b>	(O)

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

**Note 2:** This option may not be available in all service locations. (O)

**Note 3:** Rates are based on airline distance between central offices. (O)

**Note 4:** For each Inside Move or per Transfer of Responsibility. (O)

**B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE**

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

**B108.2.3 Rates and Charges (Cont'd)**

- C. FlexServ service<sup>1</sup> (Cont'd)
  - 2. Multipoint Junction Unit, per channel connection<sup>2</sup>

	<b>Installation Charge</b>	<b>Monthly Rate</b>	<b>USOC</b>
(a) 2000 - 2999	<b>\$11.50</b>	<b>\$3.50</b>	<b>FSSFJ</b>
(b) 3000 - 3999	<b>9.75</b>	<b>3.00</b>	<b>FSSFJ</b>
(c) 4000 and above	<b>8.00</b>	<b>2.50</b>	<b>FSSFJ</b>

**B108.3 Custom Network Service Arrangement II**

(Obsoleted November 1, 2013) Custom Network Service Arrangement II 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.

**B108.3.1 General**

Custom Network Service Arrangement II is provided to furnish a very large data network composed of SynchroNet service (may be referred to herein as digital data service) and FlexServ service. MegaLink service is available in Custom Network Service Arrangement II as an optional service.

This arrangement will provide the *terms and conditions*, rates and charges to allow the provisioning of the data network for the specified payment period. *Terms and conditions*, rates and charges provided in Custom Network Service Arrangement II apply to services provided in *Company* serving area within Georgia (herein referred to as the Company) and all participating Independent Company territories. Service provided in non-participating Independent Company territories will be provided under the *terms and conditions*, rates and charges provided in the standard guidebook sections for the services included in Custom Network Service Arrangement II. (T)

The digital data service provided in Custom Network Arrangement II 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)

Unless specified following, the *terms and conditions* for MegaLink service specified in B7.1 preceding apply in addition to the *terms and conditions* set forth herein for Custom Network Service Arrangement II. (T)

Certain features of FlexServ service are provided within Custom Network Service Arrangement II and are subject to the *terms and conditions* in the General Exchange Guidebook which apply to FlexServ service from Section A32, except where stated otherwise herein. Other components of FlexServ service are required in order to provide FlexServ service capability for this data network and will be provided from Section A32. (T)

Customers subscribing to Custom Network Service Arrangement I may request to subscribe to Custom Network Service Arrangement II after completing a minimum of one year (twelve months) of their Custom Network Service Arrangement I service period agreement if their network size equals or exceeds all the network minimums established herein for Custom Network Service Arrangement II (i.e., 5000 digital data local channels, 5000 FlexServ Channel Connections and 7000 FlexServ Multipoint Junction Unit Connections). The customer shall receive previous service credit for the full months completed under Custom Network Service Arrangement I that shall be used to reduce the ten year payment period for Custom Network Service Arrangement II.

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

**Note 2:** One unit contains 5 connections so must purchase in groups of 5.

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## B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE

### B108.3 Custom Network Service Arrangement II (Cont'd)

(T)

#### B108.3.2 Terms and Conditions

(T)

A. Custom Network Service Arrangement II is provided under a fixed ten (10) year payment period subject to review and recalculation set forth in B108.3.2.A.8. herein and shall be administered in accordance with the *terms and conditions* contained in the Channel Services Payment Plan, B2.4.9.B., except as follows:

(T)

1. The customer has the following options for service following the expiration of the ten year payment period:
  - a. The customer may elect to enter into a new Custom Network Service Arrangement II payment agreement at the rates in effect herein for new customers at the time his contract services expires.
  - b. The customer may elect that his network service revert back to the generally available SynchroNet service and MegaLink service rates in Section B7. and FlexServ service rates in Section A32. 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 SynchroNet and MegaLink service from Section B7. and FlexServ service from Section A32. until notified otherwise by the customer.

2. The minimum size for a data network under Custom Network Service Arrangement II shall be 5000 digital data local channels to be located in the Company serving area in Georgia. Except as specified in B108.3.1 preceding for a Custom Network Service Arrangement I customer converting to Custom Network Service Arrangement II, a customer's data network may be less than the 5000 local channel minimum size upon electing to subscribe to Custom Network Service Arrangement II, however, the network size must grow to the 5000 digital data local channel minimum by the first anniversary (12 months) date of the signing of the payment agreement for Custom Network Service Arrangement II.

The size of the data network shall remain a minimum of 5000 digital data local channels for the ten 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 II. 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.

- a. If the count of digital local channels is 5000 or greater on the anniversary date, the network minimum has been met and no billing adjustment is required.
- b. If the count of digital data local channels is less than 5000 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.

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

- (1) The customer shall pay the equivalent of the monthly rate for a 2.4 Kbps digital data local channel provided within their Custom Network Service Arrangement II times the difference between the actual local channel count on the anniversary date and the 5000 local channel minimum times 6 months.

## B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE

### B108.3 Custom Network Service Arrangement II (Cont'd)

#### B108.3.2 Terms and Conditions (Cont'd)

(T)

##### A. (Cont'd)

3. The data network provided under Custom Network Service Arrangement II must include FlexServ service capabilities. The customer's network must contain a minimum of 5000 DS0 Channel Connections and 7000 Multipoint Junction Unit Connections. Except as specified in B108.3.1 preceding for a Custom Network Service Arrangement I customer converting to Custom Network Service Arrangement II, a customer's data network may be less than the 5000 DS0 Channel Connection and 7000 Multipoint Junction Unit Connection minimum size upon electing to subscribe to Custom Network Service Arrangement II, however, the network size must grow to reach or exceed each minimum quantity by the first anniversary (12 months) date of the signing of the payment agreement for Custom Network Service Arrangement II.

The size of the data network shall remain a minimum of 5000 DS0 Channel Connections and 7000 Multipoint Junction Unit Connections for the ten 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 II. 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.

- a. If the count of DS0 Channel Connections is 5000 or greater on the anniversary date and the count of Multipoint Junction Unit Connections is 7000 or greater on the anniversary date, the network minimums have been met and no billing adjustment is required.
- b. If the count of the DS0 Channel Connections is less than the network minimum of 5000 on the anniversary date and/or the count of the Multipoint Junction Unit Connections is less than the network minimum of 7000 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 network size minimums.

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

- (1) The customer shall pay the equivalent of the monthly rate for a DS0 Channel Connection provided within their Custom Network Service Arrangement II times the difference between the actual DS0 Channel Connection count on the anniversary date and the 5000 DS0 Channel Connection minimum times 6 months<sup>1</sup>, plus, the equivalent of the monthly rate for a Multipoint Junction Unit Connection provided within their Custom Network Service Arrangement II times the difference between the actual Multipoint Junction Unit Connection count on the anniversary date and the 7000 Multipoint Junction Unit Connection minimum times 6 months<sup>1</sup>.
4. The data network provided under Custom Network Service Arrangement II may include any quantity of MegaLink service in the provisioning of this intraLATA network at the rates and charges provided in B108.3.3 following.
5. The disconnect or moves<sup>2</sup> of individual local and/or interoffice channels, node channel terminations and/or associated optional features within the Custom Network Service Arrangement II 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 II (except as specified in 6. following) and shall be calculated as follows:
  - The Termination Liability Charge shall be equal to the appropriate monthly rates as specified herein Custom Network Service Arrangement II, times the number of months remaining in the payment period, times the quantities of all service in place at the time of disconnect - with the minimum quantity of 5000 SynchroNet service local channels, 5000 DS0 Channel Connections and 7000 Multipoint Junction Unit Connections to be used if the actual number at the time of disconnect is less than these network minimums.

**Note 1:** This portion of the annual adjustment charge applies only if the specified network minimum is not met.

**Note 2:** Appropriate nonrecurring charges apply for the installation of the moved service at the new location.

## B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE

### B108.3 Custom Network Service Arrangement II (Cont'd)

#### B108.3.2 Terms and Conditions

(T)

##### A. (Cont'd)

6. A Termination Liability Charge as specified in 5. preceding shall apply for the complete disconnect of Custom Network Service Arrangement II except under the following conditions:
  - a. the disconnect occurs after Custom Network Service Arrangement II has been in-place for a minimum of 12 months and 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 II payment period.
  - b. the disconnect occurs after Custom Network Service Arrangement II has been in-place for a minimum of five years and the customer subscribing to Custom Network Service Arrangement II is using the service to provide the Georgia Lottery or any other type of arrangement where the right to provide the service is dependent upon a bid awarded contract and said customer loses the right to provide the service.

If conditions specified in a. or b. preceding are met, no Termination Liability Charge shall apply.

7. Nonrecurring charges specified in B108.3.3 do not apply for the conversion of service in-place at the time the customer establishes Custom Network Service II. Any requests for new service to be added to the customer's network at the time Custom Network Service Arrangement II is established will be subject to the nonrecurring charges specified in B108.3.3.
8. A customer may request a special billing arrangement for Custom Network Service Arrangement II service for billing to be performed on a flat rate "per drop" basis. A special billing arrangement for Custom Network Service Arrangement II may be requested after the service has been in place for at least one (1) year and all network minimums have been met. (Custom Network Service Arrangement I networks converting to Custom Network Service Arrangement II may request Custom Network Service Arrangement II billing to commence immediately under such a special billing arrangement. The Custom Network Service Arrangement II "per drop" calculations shall be performed using the customer's most recent in-service information available at the time of the conversion.)

The special billing arrangement shall be developed on an individual case basis for each customer utilizing his specific network's in-service quantities. The flat rate "per drop" shall be calculated using the customer's total monthly billing for Custom Network Service Arrangement II divided by the number of local channels in the network; the resultant "per drop" rate shall then apply per local channel provided in the Custom Network Service Arrangement II network. A flat rate "per drop" nonrecurring charge shall be developed using the same average rate element configuration.

A Custom Network Service Arrangement II network with such a special billing arrangement shall still be subject to the **terms and conditions** set forth in this Guidebook; however, the monthly flat rate "per drop" shall be utilized in the development of any Termination Liability Charges or annual adjustment charges in lieu of the charges specified in 2. and 3. preceding.

(T)

The Custom Network Service Arrangement II shall still be subject to review on each anniversary date as specified in 2. and 3. after a special billing arrangement is provided to make sure that the general terms of Custom Network Service Arrangement II have been met.

At its discretion, the Company may review the customer's network configuration and change the flat rate "per drop" accordingly when major customer-requested rearrangements and changes to the network<sup>1</sup> will result in what the Company determines to be a significant change in the appropriate monthly billing on a "per drop" basis.

**Note 1:** Examples of major customer-requested rearrangements and changes would be (1) changing a significant portion of a predominantly lowspeed network to a highspeed network, (2) changing a significant portion of a predominantly highspeed network to lowspeed, (3) adding or dropping SynchroNet bridging as a major part of the network design, or (4) major network optimization/rerouting at the request of the customer

**B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE** (N)

**B108.3 Custom Network Service Arrangement II (Cont'd)** (T)(O)

**B108.3.3 Rates and Charges** (T)(O)

**A. SynchroNet service<sup>1</sup>** (O)

**1. Digital Local Channel, each** (O)

	<b>Monthly Rate</b>	<b>Nonrecurring Charge</b>		<b>USOC</b>	
		<b>First</b>	<b>Additional</b>		
(a) 2.4 Kbps	\$37.00	\$340.00	\$118.00	1RSD2	(O)
(b) 4.8 Kbps	37.00	340.00	118.00	1RSD4	(O)
(c) 9.6 Kbps	37.00	340.00	118.00	1RSD9	(O)
(d) 19.2 Kbps	37.00	340.00	118.00	1RSD3	(O)
(e) 56.0 Kbps	50.00	340.00	118.00	1RSD5	(O)
(f) 64.0 Kbps	50.00	340.00	118.00	1RSD6	(O)

**2. Node Channel Termination, each** (O)

(a) 2.4 Kbps	3.00	48.00	42.00	2UN24	(O)
(b) 4.8 Kbps	3.00	48.00	42.00	2UN48	(O)
(c) 9.6 Kbps	3.00	48.00	42.00	2UN96	(O)
(d) 19.2 Kbps	3.00	48.00	42.00	2UN19	(O)
(e) 56.0 Kbps	22.00	48.00	42.00	2UN56	(O)
(f) 64.0 Kbps	22.00	48.00	42.00	2UN64	(O)

**3. Digital Interoffice Channel** (O)

**a. Interoffice channel** (O)

**(1) Fixed rates applicable** (O)

	<b>Monthly Rate</b>	<b>Nonrecurring Charge</b>	<b>USOC</b>	
(a) 2.4, 4.8, 9.6, and 19.2 Kbps	\$10.50	\$79.00	3LBSF	(O)
(b) 56.0 and 64.0 Kbps	29.00	79.00	3LBSF	(O)
<b>(2) Each mile or fraction thereof</b>				(O)
(a) 2.4, 4.8, 9.6, and 19.2 Kbps	.69	-	3LBSM	(O)
(b) 56.0 and 64.0 Kbps	2.80	-	3LBSM	(O)

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

**B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE** (N)

**B108.2 Custom Network Service Arrangement II (Cont'd)** (T)(O)

**B108.3.3 Rates and Charges (Cont'd)** (T)(O)

**B. MegaLink service<sup>1</sup>** (O)

1. Digital Local Channel , each (O)

	<b>Nonrecurring Charge</b>	<b>Monthly Rate</b>	<b>USOC</b>	
(a) First 1/2 Mile	<b>\$300.00</b>	<b>\$81.00</b>	<b>1LDPZ</b>	(O)
(b) Each additional 1/2 Mile, or fraction thereof	-	<b>30.00</b>	<b>1LDPA</b>	(O)
2. Interoffice Channel <sup>2</sup> , each channel 0 - 8 miles				(O)
(a) Fixed Monthly Rate	<b>100.00</b>	<b>85.00</b>	<b>1LNO1</b>	(O)
(b) Each airline mile or fraction thereof	-	<b>18.00</b>	<b>1LNOA</b>	(O)
3. Interoffice Channel <sup>2</sup> , each channel 9 - 25 miles				(O)
(a) Fixed Monthly Rate	<b>100.00</b>	<b>85.00</b>	<b>1LNO2</b>	(O)
(b) Each airline mile or fraction thereof	-	<b>16.00</b>	<b>1LN0B</b>	(O)
4. Interoffice Channel <sup>2</sup> , each channel over 25 miles				(O)
(a) Fixed Monthly Rate	<b>100.00</b>	<b>85.00</b>	<b>1LNO3</b>	(O)
(b) Each airline mile or fraction thereof	-	<b>14.00</b>	<b>1LNOC</b>	(O)
5. Service Connection Charges for MegaLink service				(O)
a. Service Establishment Charge				(O)
(1) Per MegaLink service channel				(O)

	<b>Nonrecurring Charge</b>	<b>USOC</b>	
(a) Each	<b>\$575.00</b>	<b>MGLSE</b>	(O)
b. Service Change Charge			(O)
(1) Per MegaLink service channel <sup>3</sup>			(O)
(a) For Inside Moves, each	<b>350.00</b>	<b>MGL1M</b>	(O)
(b) Per Transfers of Responsibility, each	<b>350.00</b>	<b>MGLTR</b>	(O)
c. Premises Visit Charge			(O)
(1) Per Digital Local Channel or for an Inside Move <sup>4</sup>			(O)
(a) Per Visit	<b>37.00</b>	<b>MGLPV</b>	(O)

**C. FlexServ service<sup>1</sup>** (O)

1. DS0 Channel Connection (O)

	<b>Installation Charge</b>	<b>Monthly Rate</b>	<b>USOC</b>	
(a) Per SynchroNet service channel	<b>\$15.00</b>	<b>\$2.00</b>	<b>DSLSA</b>	(O)
2. Multipoint Junction Unit				(O)
(a) Per 2.4, 4.8, 9.6, or 56.0 Kbps Channel Connection <sup>5</sup>	<b>8.00</b>	<b>2.50</b>	<b>FSSFJ</b>	(O)

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

**Note 2:** Rates are based on airline distance between central offices (O)

**Note 3:** Refer to B7.1.2.A.7 for description of MegaLink service channels. (O)

**Note 4:** This charge is applicable to additional stations subsequently installed in a building. (O)

**Note 5:** One unit contains 5 connections, so must purchase in groups of 5. (O)