

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

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

### **B108.1 General**

Custom Network Service is furnished to provide custom-designed IntraLATA Private Line Service networks. Each network design is offered herein as a Custom Network Service arrangement, and each is further identified with a Roman numeral designation (e.g., Custom Network Service Arrangement I). A Custom Network Service Arrangement is only available under a contractual payment period according to the terms and conditions specified herein. The Private Line Services provided in a Custom Network Service Arrangement are subject to the general terms and conditions for service stated elsewhere in this Guidebook, except where specified otherwise in a Custom Network Service Arrangement. 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 Type 2463 and/or Type 2464 Voice Grade Analog Data Service (may be referred to herein as analog data service). This arrangement will provide the terms and conditions, rates and charges to allow the provisioning of a very large data network for the specified payment period. The analog data service provided in Custom Network Service Arrangement I will be subject to the *terms and conditions* in this Guidebook which apply to Types 2463 and/or 2464 analog data service from Section B3, except where stated otherwise herein. (T)

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

- (T)
- A.** Custom Network Service Arrangement I is provided under a fixed ten (10) year payment period and shall be administered in accordance with the terms and conditions contained in the Channel Services Payment Plan, B2.4.9.A, except as follows:
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 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 analog data service rates in Section B3 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, 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 analog data service from Section B3 until notified otherwise by the customer. (M)

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

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

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

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

2. The minimum initial size for a data network under Custom Network Service Arrangement I shall be 1200 analog data service local channels located in the Company serving area in Kentucky. (M1)

The minimum size for Custom Network Service Arrangement I by the end of the first year of this payment agreement shall be a combined total of 1800 local channels, analog data or alternative service local channels, located in the Company serving area in Kentucky. The term "alternative service local channels" shall mean local channels from other Company-provided alternative services available under a payment period option (i.e., SynchroNet service) which are to be used in the provision of this data network. The minimum size for Custom Network Service Arrangement I by the end of the second and each subsequent year of this 10 year payment agreement shall be a combined total of 2000 local channels, analog data or alternative service local channels, located in the Company serving area in Kentucky. The data network provided under Custom Network Service Arrangement I 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 will be to determine if the data network minimum size has been met and is being maintained, and to make billing adjustments if the size of the network is below the stated minimum.

- a. If the count of local channels is the stated minimum or above 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 stated 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 annual adjustment charge and is not subject to the Deferred Payment option provided in B2.4.9.A.9. The annual adjustment charge shall be calculated as follows and shall be imputed as a one-time charge:
  - The customer shall pay the equivalent of the monthly rate for an analog data local channel provided herein Custom Network Service Arrangement I, times the difference between the local channel count on the anniversary date and the local channel minimum for that year, times six (6) months. Six months is used in this calculation to take into account a customer's inward and outward movement that may occur throughout the year.
- c. The disconnect or moves of individual local and/or interoffice channels 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 paragraph d) and shall be calculated as follows:
  - The Termination Liability Charge shall be equal to the appropriate monthly rate for an analog data local channel as specified herein Custom Network Service Arrangement I, times the number of months remaining in the payment period, times the quantities of service in place at the time of disconnect, with a minimum quantity of local channels of 1800 after year one (1) or 2000 after year two (2) to be used if the actual number of local channels at the time of disconnect is less than the appropriate minimum for that year.
- d. A Termination Liability Charge as specified in paragraph c shall apply for the complete disconnect of Custom Network Service Arrangement I unless both of the following conditions are met:
  - 1) the customer elects either another Custom Network Service Arrangement or elects to convert all the analog data local channels in this network to alternative service local channels provided under a payment period option, and
  - 2) the new service's agreement is for a period of time equal to or greater than the amount of time remaining in his Custom Network Service Arrangement I payment period. If these conditions are met, no Termination Liability Charge shall apply.

- B.** Nonrecurring charges specified in B8.2.3 do not apply for the conversion of analog data service in place at the time the customer establishes Custom Network Service Arrangement I. Any requests for new service to be added to the customer's network at the time Custom Network Service Arrangement I is established will be subject to the nonrecurring charges specified in B8.2.3. (M2)

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

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

(M)

**B108.2.3 Rates and Charges**

**A. Voice Grade Analog Data Service<sup>1</sup>**

	<b>Monthly Rate</b>	<b>Nonrecurring Charge</b>		<b>USOC</b>
		<b>First</b>	<b>Additional</b>	
1. Four-Wire Local Channels, per point of termination				
(a) Type 2463, each	<b>\$45.00</b>	<b>\$375.00</b>	<b>\$160.00</b>	<b>P2JMX</b>
(b) Type 2464, each	<b>45.00</b>	<b>375.00</b>	<b>160.00</b>	<b>P2JNX</b>
2. Voice Grade Interoffice Channels (Series 2000)				
	<b>Fixed Monthly Charge</b>	<b>Monthly Charge Per Mile</b>	<b>Nonrecurring Charge Per Channel</b>	<b>USOC</b>
(a) 1 thru 8 miles	<b>\$25.00</b>	<b>\$1.75</b>	<b>\$92.00</b>	<b>3LBBS</b>
(b) 9 thru 25 miles	<b>25.00</b>	<b>1.70</b>	<b>92.00</b>	<b>3LBBS</b>
(c) Over 25 miles	<b>25.00</b>	<b>1.65</b>	<b>92.00</b>	<b>3LBBS</b>
3. Optional Features and Functions				
a. Voice Grade Bridges (Series 2000)				
(1) Data Bridging, Per Port		<b>Monthly Rate</b>	<b>Nonrecurring Charge</b>	<b>USOC</b>
(a) Four-Wire (Types 2463 and 2464)		<b>\$8.00</b>	<b>\$32.00</b>	<b>BQ9</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 large data network composed of SynchroNet service (may be referred to herein as digital data service). This arrangement will provide the terms and conditions, rates and charges to allow the provisioning of a very large data network for the specified payment period. The digital data service provided in Custom Network Service 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)

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

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**B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE****B108.3 Custom Network Service Arrangement II (Cont'd)****B108.3.2 Terms and Conditions**

(T)

- A. Custom Network Service Arrangement II is provided under a fixed three (3) year payment period and shall be administered in accordance with terms and conditions contained in the Channel Services Payment Plan, B2.4.9.A, except as follows:
1. The customer has the following options for service following the expiration of the three 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 service expires.
    - b. The customer may elect that his network service revert back to the generally available SynchroNet service rates in Section B7, that are in effect at the time his contract service expires.
    - c. The customer may elect that all Custom Network Service be disconnected at the expiration of his contract period. No Termination Liability Charges shall apply.
    - d. If the customer does not elect paragraph a., b., or c., 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 from Section B7 until notified otherwise by the customer.
  2. The minimum size for Custom Network Service Arrangement II by the end of the first year of this payment agreement shall be 700 digital data local channels located in the Company serving area in Kentucky. The minimum size by the end of the second and third year of this payment agreement shall respectively be 800 and 900 digital data local channels located in the Company serving area in Kentucky. The data network provided under Custom Network Service Arrangement II 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 will be to determine if the terms of Custom Network Service Arrangement II are being met, the data network minimum size has been met and is being maintained, and to make billing adjustments if the size of the network is below the stated minimum.
    - a. If the count of local channels is the stated minimum or above 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 stated 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 annual adjustment charge and is not subject to the Deferred Payment option provided in B2.4.9.A.9. The annual adjustment charge shall be calculated as follows and shall be imputed as a one time charge:
      - The customer shall pay the equivalent of the monthly rate for a 9.6 Kbps digital data local channel provided herein Custom Network Service Arrangement II, times the difference between the local channel count on the anniversary date and the local channel minimum for that year, times six (6) months. Six months is used in this calculation to take into account a customer's inward and outward movement that may occur throughout the year.

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## B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE

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

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

A. (Cont'd)

2. (Cont'd)

- c. The disconnect or moves of individual local and/or interoffice channels, node channel terminations and/or associated optional features within the Custom Network Service Arrangement 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 d) and shall be calculated as follows: (T)
- 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 service in place at the time of disconnect, with a minimum quantity of local channels of 700 on year one (1), 800 on year two (2) or 900 on year three (3) to be used if the actual number of local channels at the time of disconnect is less than the appropriate minimum for that year.
- d. A Termination Liability Charge as specified in paragraph c shall apply for the complete disconnect of Custom Network Service Arrangement II unless both of the following conditions are met: (T)
- 1) the disconnect occurs after Custom Network Service Arrangement II has been in place for a minimum of 24 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 II payment period.
- If these conditions are met, no Termination Liability Charge shall apply.
3. Nonrecurring charges specified in B8.3.3 do not apply for the conversion of digital data service in-place at the time the customer establishes Custom Network Service Arrangement 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 B8.3.3, except as follows:
- Nonrecurring charges specified in B8.3.3 shall not apply for new digital data service ordered during the first year of service under Custom Network Service Arrangement II; specifically, nonrecurring charges will not apply when the service order application date falls within the first year of the Custom Network Service Arrangement II payment period and service is to be placed within the standard installation interval.
- New service installed during the second and third years of Custom Network Service Arrangement II shall be subject to the appropriate nonrecurring charges provided in B8.3.3.

(M)

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

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

**B108.3.3 Rates and Charges**

**A. SynchroNet service<sup>1</sup>**

	<b>Monthly Rate</b>	<b>Nonrecurring Charge</b>		<b>USOC</b>	
		<b>First</b>	<b>Additional</b>		
1. Digital Local Channel, each					(T)
(a) 2.4 Kbps	<b>\$49.00</b>	<b>\$255.00</b>	<b>\$78.75</b>	<b>1RSD2</b>	(M)
(b) 4.8 Kbps	<b>49.00</b>	<b>255.00</b>	<b>78.75</b>	<b>1RSD4</b>	(M)
(c) 9.6 Kbps	<b>49.00</b>	<b>255.00</b>	<b>78.75</b>	<b>1RSD9</b>	(M)
(d) 19.2 Kbps	<b>49.00</b>	<b>255.00</b>	<b>78.75</b>	<b>1RSD3</b>	
(e) 56.0 Kbps	<b>65.00</b>	<b>255.00</b>	<b>78.75</b>	<b>1RSD5</b>	
(f) 64.0 Kbps	<b>65.00</b>	<b>255.00</b>	<b>78.75</b>	<b>1RSD6</b>	
2. Node Channel Termination, each					
(a) 2.4 Kbps	<b>9.75</b>	<b>27.75</b>	<b>24.00</b>	<b>2UN24</b>	
(b) 4.8 Kbps	<b>9.75</b>	<b>27.75</b>	<b>24.00</b>	<b>2UN48</b>	
(c) 9.6 Kbps	<b>9.75</b>	<b>27.75</b>	<b>24.00</b>	<b>2UN96</b>	
(d) 19.2 Kbps	<b>9.75</b>	<b>27.75</b>	<b>24.00</b>	<b>2UN19</b>	
(e) 56.0 Kbps	<b>28.00</b>	<b>27.75</b>	<b>24.00</b>	<b>2UN56</b>	
(f) 64.0 Kbps	<b>28.00</b>	<b>27.75</b>	<b>24.00</b>	<b>2UN64</b>	
		<b>Monthly Rate</b>	<b>Nonrecurring Charge</b>	<b>USOC</b>	
3. Digital Interoffice Channel					
a. Interoffice channel					
(1) Fixed rates applicable					
(a) 2.4, 4.8, 9.6 and 19.2 Kbps		<b>\$19.50</b>	<b>\$57.00</b>	<b>3LBSF</b>	
(b) 56.0 and 64.0 Kbps		<b>36.00</b>	<b>57.00</b>	<b>3LBSF</b>	
(2) Each mile or fraction thereof					
(a) 2.4, 4.8, 9.6 and 19.2 Kbps		<b>1.80</b>	-	<b>3LBSM</b>	
(b) 56.0 and 64.0 Kbps		<b>3.60</b>	-	<b>3LBSM</b>	
4. MultiPoint Service/Bridging (Optional Feature)					
Per local or interoffice channel bridged <sup>2,3,4</sup>					
(a) 2.4, 4.8, 9.6 and 19.2 Kbps		<b>10.00</b>	<b>21.00</b>	<b>6BN</b>	
(b) 56.0 Kbps		<b>10.00</b>	<b>21.00</b>	<b>6BN</b>	

**Note 1:** The monthly rates shown are for the fixed three year payment period. Nonrecurring Charges shown do not apply in Year 1 of the three year payment period.

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

**Note 3:** This option may not be available in all service locations.

**Note 4:** This option is not available with 64.0 Kbps.