

TARIFF DISTRIBUTION

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

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B2. TERMS AND CONDITIONS

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

B2.4.9 Optional Payment Plan (Cont'd)

A. Channel Services Payment Plan (Cont'd)

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. 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).
- (4) Upon expiration, Letters of Election executed on or after May 1, 2005, 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.

In accordance with Senate Bill No. 802 (Act 906) passed during the 2010 Louisiana Legislative Session, all contracts entered into on or after January 1, 2011 shall disclose the automatic renewal clause clearly and conspicuously in the contract or contract offer.

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 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.
- e. Recognition of previous service will be given to customers who renew an existing CSPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new CSPP arrangement is a minimum twenty-four month service period or equals/exceeds the remaining service period of the original CSPP arrangement, whichever is greater. An example of a larger system is the renewal of a LightGate 1 System service with a LightGate 2 System service.

B7. DIGITAL NETWORK SERVICE

B7.6 Reserved For Future Use

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

B7.7.1 General

- A. SMARTRing service is a dedicated, high capacity, network designed to provide increased reliability and functionality via a self-healing ring topology between multiple customer designated locations and Company Central Offices where facilities can be made available as determined by the Company. This network consists of fiber routed through local, alternate central office, internodal and/or interoffice channel facilities that transmit DS1, DS3, STS-1, OC-3, OC-12, OC-48, OC-192 and/or 1000 Mbps channel services simultaneously over primary and alternate paths between customer designated locations and Company Central Offices. This ring topology will continually monitor DS1, DS3, STS-1, OC-3, OC-12, OC-48, OC-192 and/or 1000 Mbps service quality, detect any failure within the system, and automatically self-heal itself around a point of failure to ensure the flow of DS1, DS3, STS-1, OC-3, OC-12, OC-48, OC-192 and/or 1000 Mbps services between locations within the self-healing network. SMARTRing service further provides an adjunct optional feature and function capability for the establishment of a virtual packet ring which may be utilized for the transport of Basic Shared Ethernet LAN traffic on a best effort basis. For locations where a customer requests SMARTRing service and facilities are not available, construction charges will apply as set forth in Section B5, preceding for cases involving extraordinary cost.

Customers may purchase SMARTRing asymmetrical¹ optical interfaces up to the full ring capacity at a customer node or central office node, as shown in the Channel Interface chart following. For example, an OC-12 SMARTRing may have an OC-12 asymmetrical optical interface and an OC-48 SMARTRing may have an OC-48 asymmetrical optical interface. The interface capacity cannot exceed the node capacity of the host SMARTRing.

- 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 2, 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 2, 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 2, 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.

Note 1: An asymmetrical arrangement allows a customer to input a lower level interface at one node and aggregate onto a higher level optical interface at another Customer Node. For example, the customer has a four node OC-48 SMARTRing with DS3 interfaces at Nodes A, B and C. The customer wants to aggregate multiple DS3s to Node location D, which can be an OC-48 optical interface. The customer can aggregate up to 48 DS3 interfaces to the OC-48 optical interface at Node D via Connecting Facility Assignments (CFA) in the ordering process.

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. In order to accommodate more flexible customer situations, SMARTRing service is available under several payment plans¹: 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 Plans¹ 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.
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)

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.