

TARIFF DISTRIBUTION

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TYPE OF DISTRIBUTION: Approved

PURPOSE: MegaLink Service (DS1) Upgrade Modification

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
H007	3	0002

B7. DIGITAL NETWORK SERVICE

B7.1 MegaLink Service (Cont'd)

B7.1.2 Terms and Conditions (Cont'd)

C. Application of Rates (Cont'd)

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 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.12. 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. 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 that point on the customer's premises where provision is made for the connection of customer-provided equipment. If the customer requires a different location in the same building, it can be provided under the Premises Network Wiring Charge found in Section B3.
 - 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
 - the reception of signals by such equipment or systems, or
 - damage to terminal equipment or communications systems provided by a customer or authorized user due to testing.
 - c. The Company shall not be responsible to the customer if changes in any of the facilities, operations or procedures of the Company utilized in the provision of MegaLink service render any facilities or equipment provided by a customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
 - d. The Company undertakes to maintain and repair the facilities, which it furnishes. The customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without prior written consent of the Company.