
B108. OBSOLETE SERVICE OFFERINGS – CUSTOM NETWORK SERVICE

CONTENTS

B108.1	General	1	
B108.2	Custom Network Service Arrangement I	1	
B108.2.1	General	1	
B108.2.2	<i>Terms and Conditions</i>	1	(T)
B108.2.3	Rates and Charges	3	
B108.3	Custom Network Service Arrangement II	5	
B108.3.1	General	5	
B108.3.2	<i>Terms and Conditions</i>	6	(T)
B108.3.3	Rates and Charges	7	
B108.4	Custom Network Service Arrangement III	9	
B108.4.1	General	9	
B108.4.2	<i>Terms and Conditions</i>	9	(T)
B108.4.3	Rates and Charges	11	

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. (T)

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. (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 as digital data or 4-wire digital data service).

This arrangement will provide the *terms, conditions*, rates and charges to allow the provisioning of a very large digital data network for the specified payment period. (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)

B108.2.2 Terms and Conditions

- A. Custom Network Service Arrangement I is provided under a fixed five year payment period subject to review and recalculation set forth in B108.2.2.D. herein 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: (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 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 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 digital (SynchroNet service) service from Section B7. until notified otherwise by the customer.

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)

2. 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 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 3. following) and shall be calculated as follows:
 - If the count of digital local channels is 1500 or greater at the time of disconnect, the Termination Liability Charge shall be equal to the appropriate monthly rate times the number of months remaining in the Custom Network Service Arrangement I payment period times the quantities of service in-place at the time of disconnect.
 - If the count of digital local channels is less than 1500 at the time of disconnect, the Termination Liability Charge shall be equal to the appropriate monthly rate times the number of months remaining in the Custom Network Service Arrangement I payment period times the quantities of service in-place at the time of disconnect, plus the monthly rate for a 2.4 Kbps digital local channel times the number of months remaining in the Custom Network Service Arrangement I payment period times the difference between the actual count of digital local channels and the 1500 local channel minimum (as described in B. following).
3. A Termination Liability Charge 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.

- ##### **B.**
- The minimum size for a data network under Custom Network Service Arrangement I shall be 1500 SynchroNet service local channels located in the Company serving area in Louisiana. The customer's data network may be less than the 1500 local channel minimum size upon electing to subscribe to Custom Network Service Arrangement I, however, the network size must grow to the 1500 local channel minimum by the first anniversary (12 months) date of the signing of the payment agreement for Custom Network Service Arrangement I.

The size of the data network shall remain a minimum of 1500 digital local channels for 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 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.

1. If the count of digital local channels is 1500 or greater on the anniversary date, the network minimum has been met and no billing adjustment is required.
2. If the count of digital local channels is less than 1500 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.

B108. OBSOLETE SERVICE OFFERINGS – CUSTOM NETWORK SERVICE

B108.2 Custom Network Service Arrangement I (Obsoleted, See Section B108) (Cont'd)

B108.2.2 Terms and Conditions (Cont'd)

B. (Cont'd)

2. (Cont'd)

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

- a. 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 1500 local channel minimum times 6 months.

- C. Nonrecurring charges specified in B108.2.3 do not apply for the conversion of SynchroNet 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 B108.2.3.

- D. A customer may request a special billing arrangement for Custom Network Service Arrangement I (CNSA I) service for billing to be performed on a flat rate "per drop" basis. A special billing arrangement for CNSA I may be requested after the service has been in place for at least one (1) year and a minimum size of 1500 SynchroNet service loop channels exists.

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

A CNSA I 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 2.4 Kbps local channel charge specified in A. and B., preceding.

The CNSA I shall still be subject to review on each anniversary date as specified in B. after a special billing arrangement is provided to make sure that the general terms of CNSA I 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 network¹ will result in what the Company determines to be a significant change in the appropriate monthly billing on a "per drop" basis.

B108.2.3 Rates and Charges

A. SynchroNet Service²

- 1. Digital Local Channel, each

		Monthly Rate	Nonrecurring Charge		USOC
			First	Additional	
(a)	2.4 Kbps	\$45.00	\$255.00	\$78.75	1RSD2
(b)	4.8 Kbps	45.00	255.00	78.75	1RSD4
(c)	9.6 Kbps	45.00	255.00	78.75	1RSD9

Note 1: Example 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 which may include the addition/deletion of FlexServ service capabilities.

Note 2: The monthly rates shown are for the fixed five year payment period.

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)

A. SynchroNet Service¹ (Cont'd) (O)

1. Digital Local Channel, each (Cont'd) (O)

		Monthly Rate	Nonrecurring Charge		USOC	
			First	Additional		
(d)	19.2 Kbps	\$45.00	\$255.00	\$78.75	1RSD3	(O)
(e)	56.0 Kbps	55.00	255.00	78.75	1RSD5	(O)
(f)	64.0 Kbps	55.00	255.00	78.75	1RSD6	(O)
2. Node Channel Termination, each (O)						
(a)	2.4 Kbps	9.00	27.75	24.00	2UN24	(O)
(b)	4.8 Kbps	9.00	27.75	24.00	2UN48	(O)
(c)	9.6 Kbps	9.00	27.75	24.00	2UN96	(O)
(d)	19.2 Kbps	9.00	27.75	24.00	2UN19	(O)
(e)	56.0 Kbps	24.00	27.75	24.00	2UN56	(O)
(f)	64.0 Kbps	24.00	27.75	24.00	2UN64	(O)

3. Digital Interoffice Channel (O)

a. 0 - 8 miles (O)

(1) Per channel (O)

		Monthly Rate	Nonrecurring Charge	USOC	
(a)	2.4, 4.8, 9.6 and 19.2 Kbps	\$18.00	\$78.75	3LBAA	(O)
(b)	56.0 and 64.0 Kbps	32.00	78.75	3LBAA	(O)

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

A. SynchroNet Service¹ (Cont'd) (O)

3. Digital Interoffice Channel (Cont'd) (O)

a. 0 - 8 miles (Cont'd) (O)

(2) Each mile or fraction thereof (O)

	Monthly Rate	Nonrecurring Charge	USOC	
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	\$1.60	\$-	3LBBA	(O)
(b) 56.0 and 64.0 Kbps	3.20	-	3LBBA	(O)
b. 9 - 25 miles				(O)
(1) Per channel				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	18.00	78.75	3LBCA	(O)
(b) 56.0 and 64.0 Kbps	32.00	78.75	3LBCA	(O)
(2) Each mile or fraction thereof				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	1.60	-	3LBDA	(O)
(b) 56.0 and 64.0 Kbps	3.20	-	3LBDA	(O)
c. Over 25 miles				(O)
(1) Per channel				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	18.00	78.75	3LBEA	(O)
(b) 56.0 and 64.0 Kbps	32.00	78.75	3LBEA	(O)
(2) Each mile or fraction thereof				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	1.60	-	3LBFA	(O)
(b) 56.0 and 64.0 Kbps	3.20	-	3LBFA	(O)
4. MultiPoint Service/Bridging (Optional Feature)				(O)
Per local or interoffice channel bridged ^{2,3,4}				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	10.00	21.00	6BN	(O)
(b) 56.0 Kbps	10.00	21.00	6BN	(O)

B108.3 Custom Network Service Arrangement II (T)(O)

(Obsolated November 1, 2013) Custom Network Service Arrangement II is only available for existing customers at existing locations. (N)
Not available for new service, additions to existing service or moves of existing service to new locations.

B108.3.1 General (T)(O)

Custom Network Service Arrangement II is provided to furnish a large data network composed of Types 2463 and 2464 Voice Grade Private Line Service (may be referred to as analog data or 4-wire analog data service) and SynchroNet service (may be referred to as digital data or 4-wire digital data service). (O)

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

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

Note 3: This option may not be available in all service locations. (O)

Note 4: This option is not available with 64.0 Kbps. (O)

B108. OBSOLETE SERVICE OFFERINGS – CUSTOM NETWORK SERVICE

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

B108.3.1 General (Cont'd)

This arrangement will provide the *terms, conditions*, rates and charges to allow the transition of a primarily analog data network to a digital data network. (T)

The analog data service and digital data service provided in Custom Network Service Arrangement II will be subject to the *terms and conditions* in this Guidebook, which apply to Types 2463 and 2464 Voice Grade Private Line Service from Section B3. and SynchroNet service from Section B7., except where stated otherwise herein. (T)

B108.3.2 Terms and Conditions

A. Custom Network Service Arrangement II is provided under a fixed three 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: (T)

1. The customer has the following options for service following the expiration of the three year payment period:
 - a. The customer may elect that his network service revert back to the generally available analog data and SynchroNet service rates in Sections B3. And B7., respectively, that are in effect at the time his contract service expires.
 - b. The customer may elect that all Custom Network Service be disconnected at the expiration of his contract period. No Termination Liability Charges shall apply.
 - c. If the customers does not elect, a. or b. 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 analog (Types 2463 and 2464) and digital (SynchroNet service) services from Sections B3. and B7. respectively.

2. 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, and shall be calculated as follows:

- If the count of local channels is 1500 or greater at the time of disconnect, the Termination Liability Charge shall be equal to the appropriate monthly rate times the number of months remaining in the Custom Network Service Arrangement II payment period times the quantities of service in-place at the time of disconnect.
- If the count of local channels is less than 1500 at the time of disconnect, the Termination Liability Charge shall be equal to the appropriate monthly rate times the number of months remaining in the Custom Network Service Arrangement II payment period times the quantities of service in-place at the time of disconnect, plus the monthly rate for a 9.6 Kbps digital local channel times the number of months remaining in the Custom Network Service Arrangement II payment period times the difference between the actual count of local channels and the 1500 local channel minimum (as described in B. following).

B. The minimum initial size for a data network under Custom Network Service Arrangement II shall be 1500 local channels located in the Company serving area in Louisiana.

The term "local channels" as used herein (Custom Network Service Arrangement II) shall be defined to specifically include Types 2463 and/or 2464 analog data service and/or SynchroNet service located in the Company serving area in Louisiana. This definition of local channels may be expanded at the customer's option to include Frame Relay service when Frame Relay service is elected under a contract agreement term which is equal to or greater than the time remaining in the customer's Custom Network Service Arrangement II's payment period agreement. All appropriate rates and charges for Frame Relay service are applicable from A40.1 of the General Exchange Guidebook. The count of the customer's local channels per this definition shall be used in the annual review to determine the size of the customer's data network as set forth herein.

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)

B. (Cont'd)

The size of the data network shall remain a minimum of 1500 local channels for the three 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 is being maintained.

1. If the count of local channels is less than 1500 on the anniversary date, the network minimum has not been met and the customer no longer qualifies for Custom Network Service Arrangement II. Service shall be converted to the appropriate analog or digital month to month rates from Sections B3. or B7., respectively, of this Guidebook.
- C. By the end of the first year in the three year payment period, all analog data circuits must have been converted to either SynchroNet service or Frame Relay Service and a minimum of 1,125 local channels in Custom Network Service Arrangement II shall be Frame Relay service as stated in B. preceding. This count shall be based upon the local channels in the Custom Network Service Arrangement II; if this count of digital local channels is less than 1,125, the customer no longer qualifies for Custom Network Service Arrangement II. Service shall be converted to the appropriate analog or digital month to month rates from Sections B3. or B7., respectively, of this Guidebook.
- D. Nonrecurring charges specified in B108.3.3 do not apply for the conversion of analog data and/or SynchroNet 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 or requests to change an in-place analog data service to SynchroNet service at the time Custom Network Service Arrangement II is established will be subject to the nonrecurring charges specified in B108.3.3.

B108.3.3 Rates and Charges

A. Voice-Grade Analog Data Service¹

1. Local Channel

		Monthly	Nonrecurring Charge		
		Rate	First	Additional	USOC
(a)	Type 2463	\$47.50	\$380.00	\$170.00	P2JMX
(b)	Type 2464	47.50	375.00	170.00	P2JNX
2.	Interoffice Channels (Types 2463 and 2464)		Monthly Rate	Nonrecurring Charge	USOC
(a)	Per channel		\$30.00	\$98.00	3LB8X
(b)	Each mile or fraction thereof		1.95	-	3LB7M
3.	Analog Data Bridging (Optional Feature)				
(a)	Per Port		20.00	37.00	BQ9

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

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 (Cont'd) (T)(O)

B. SynchroNet Service¹ (O)

1. Digital Local Channel, each (O)

	Monthly Rate	Nonrecurring Charge		USOC	
		First	Additional		
(a) 2.4 Kbps	\$45.00	\$255.00	\$78.75	1RSD2	(O)
(b) 4.8 Kbps	45.00	255.00	78.75	1RSD4	(O)
(c) 9.6 Kbps	45.00	255.00	78.75	1RSD9	(O)
(d) 19.2 Kbps	45.00	255.00	78.75	1RSD3	(O)
(e) 56.0 Kbps	55.00	255.00	78.75	1RSD5	(O)
(f) 64.0 Kbps	55.00	255.00	78.75	1RSD6	(O)
2. Node Channel Termination, each					(O)
(a) 2.4 Kbps	9.00	27.75	24.00	2UN24	(O)
(b) 4.8 Kbps	9.00	27.75	24.00	2UN48	(O)
(c) 9.6 Kbps	9.00	27.75	24.00	2UN96	(O)
(d) 19.2 Kbps	9.00	27.75	24.00	2UN19	(O)
(e) 56.0 Kbps	24.00	27.75	24.00	2UN56	(O)
(f) 64.0 Kbps	24.00	27.75	24.00	2UN64	(O)

3. Digital Interoffice Channel (O)

a. Interoffice Channel (O)

(1) Per channel (O)

	Monthly Rate	Nonrecurring Charge	USOC	
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	\$18.00	\$78.75	3LBSF	(O)
(b) 56.0 and 64.0 Kbps	32.00	78.75	3LBSF	(O)
(2) Each mile or fraction thereof				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	1.60	-	3LBSM	(O)
(b) 56.0 and 64.0 Kbps	3.20	-	3LBSM	(O)
4. MultiPoint Service/Bridging (Optional Feature)				(O)
Per local or interoffice channel bridged ²				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	10.00	21.00	6BN	(O)
(b) 56.0 Kbps	10.00	21.00	6BN	(O)

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

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

B108. OBSOLETE SERVICE OFFERINGS – CUSTOM NETWORK SERVICE

B108.4 Custom Network Service Arrangement III

(Obsolated November 1, 2013) Custom Network Service Arrangement III 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.

B108.4.1 General

Custom Network Service Arrangement III is provided to furnish a large data network composed of SynchroNet service (may be referred to as digital data or 4-wire digital data service).

This arrangement will provide the *terms, conditions*, rates and charges to allow the provisioning of a very large digital data network for the specified payment period. (T)

The digital data service provided in Custom Network Service Arrangement III 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)

Customers subscribing to Custom Network Service Arrangement I may request to subscribe to Custom Network Service Arrangement III 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 2500 digital local channels. 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 eight year payment period for Custom Network Service Arrangement III.

B108.4.2 Terms and Conditions

- (T)
- (T)
- A. Custom Network Service Arrangement III is provided under a fixed eight year payment period subject to review and recalculation set forth in B108.4.2.D. herein 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: (T)
1. The customer has the following options for service following the expiration of the eight year payment period:
 - a. The customer may elect to enter into a new Custom Network Service Arrangement III 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 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 digital (SynchroNet service) service from Section B7. until notified otherwise by the customer.
 2. 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 III 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 III (except as specified in 3. following) and shall be calculated as follows:
 - a. If the count of digital local channels is 2500 or greater at the time of disconnect, the Termination Liability Charge shall be equal to the appropriate monthly rate times the number of months remaining in the Custom Network Service Arrangement III payment period times the quantities of service in-place at the time of disconnect.
 - b. If the count of digital local channels is less than 2500 at the time of disconnect, the Termination Liability Charge shall be equal to the appropriate monthly rate times the number of months remaining in the Custom Network Service Arrangement III payment period times the quantities of service in-place at the time of disconnect, plus the monthly rate for a 2.4 Kbps digital local channel times the number of months remaining in the Custom Network Service Arrangement III payment period times the difference between the actual count of digital local channels and the 2500 local channel minimum (as described in B. following).
 3. A Termination Liability Charge shall apply for the complete disconnect of Custom Network Service Arrangement III unless both of the following conditions are met: 1) the disconnect occurs after Custom Network Service Arrangement III 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 III payment period. If these conditions are met, no Termination Liability Charge shall apply.

B108. OBSOLETE SERVICE OFFERINGS – CUSTOM NETWORK SERVICE

B108.4 Custom Network Service Arrangement III (Cont'd)

B108.4.2 Terms and Conditions (Cont'd)

- (T)
- B.** The minimum size for a data network under Custom Network Service Arrangement III shall be 2500 SynchroNet service local channels located in the Company serving area in Louisiana. Except as specified in B108.4.1. preceding for a Custom Network Service Arrangement I customer converting to Custom Network Service Arrangement III, a customer's data network may be less than the 2500 local channel minimum size upon electing to subscribe to Custom Network Service Arrangement III, however, the network size must grow to the 2500 local channel minimum by the first anniversary (12 months) date of the signing of the payment agreement for Custom Network Service Arrangement III.

The size of the data network shall remain a minimum of 2500 digital local channels for the eight 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 III. 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.

1. If the count of digital local channels is 2500 or greater on the anniversary date, the network minimum has been met and no billing adjustment is required.
2. If the count of digital local channels is less than 2500 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.

- a. 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 III times the difference between the aggregate local channel count on the anniversary date and the 2500 local channel minimum times 6 months.
- C.** Nonrecurring charges specified in B108.4.3 do not apply for the conversion of SynchroNet service in-place at the time the customer establishes Custom Network Service Arrangement III. Any requests for new service to be added to the customer's network at the time Custom Network Service Arrangement III is established will be subject to the nonrecurring charges specified in B108.4.3.
- D.** A customer may request a special billing arrangement for Custom Network Service Arrangement III (CNSA III) service for billing to be performed on a flat rate "per drop" basis. A special billing arrangement for CNSA III may be requested after the service has been in place for at least one (1) year and a minimum size of 2500 SynchroNet service local channels exists. (Custom Network Service Arrangement I networks converting to CNSA III may request CNSA III billing to commence immediately under such a special billing arrangement. The CNSA III "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 CNSA III in-service quantities. The flat rate "per drop" shall be calculated using the customer's total monthly billing for CNSA III divided by the number of local channels in the network; the resultant "per drop" rate shall then apply per local channel provided in the CNSA III network. A flat rate "per drop" nonrecurring charge shall be developed using the same average rate element configuration.

A CNSA III 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 2.4 Kbps local channel charge specified in A. and B. preceding.

The CNSA III shall still be subject to review on each anniversary date as specified in B. after a special billing arrangement is provided to make sure that the general terms of CNSA III 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 network¹ 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 which may include the addition/deletion of FlexServ service capabilities.

B108. OBSOLETE SERVICE OFFERINGS – CUSTOM NETWORK SERVICE (N)

B108.4 Custom Network Service Arrangement III (Cont'd) (T)(O)

B108.4.3 Rates and Charges (T)(O)

A. SynchroNet service¹ (O)

1. Digital Local Channel, each (O)

	Monthly Rate	Nonrecurring Charge		USOC	
		First	Additional		
(a) 2.4 Kbps	\$38.00	\$255.00	\$78.75	1RSD2	(O)
(b) 4.8 Kbps	38.00	255.00	78.75	1RSD4	(O)
(c) 9.6 Kbps	38.00	255.00	78.75	1RSD9	(O)
(d) 19.2 Kbps	38.00	255.00	78.75	1RSD3	(O)
(e) 56.0 Kbps	53.00	255.00	78.75	1RSD5	(O)
(f) 64.0 Kbps	53.00	255.00	78.75	1RSD6	(O)
2. Node Channel Termination, each					(O)
(a) 2.4 Kbps	8.00	27.75	24.00	2UN24	(O)
(b) 4.8 Kbps	8.00	27.75	24.00	2UN48	(O)
(c) 9.6 Kbps	8.00	27.75	24.00	2UN96	(O)
(d) 19.2 Kbps	8.00	27.75	24.00	2UN19	(O)
(e) 56.0 Kbps	22.00	27.75	24.00	2UN56	(O)
(f) 64.0 Kbps	22.00	27.75	24.00	2UN64	(O)
3. Digital Interoffice Channel					(O)
a. 0 - 8 miles					(O)
(1) Per Channel					(O)

	Monthly Rate	Nonrecurring Charge	USOC	
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	\$16.00	\$78.75	3LBAA	(O)
(b) 56.0 and 64.0 Kbps	30.00	78.75	3LBAA	(O)
(2) Each mile or fraction thereof				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	1.00	-	3LBBA	(O)
(b) 56.0 and 64.0 Kbps	3.00	-	3LBBA	(O)

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

B108. OBSOLETE SERVICE OFFERINGS – CUSTOM NETWORK SERVICE (N)

B108.4 Custom Network Service Arrangement III (Cont'd) (T)(O)

B108.4.3 Rates and Charges (Cont'd) (T)(O)

A. SynchroNet service¹ (Cont'd) (O)

3. Digital Interoffice Channel (Cont'd) (O)

b. 9 - 25 miles (O)

(1) Per channel (O)

	Monthly Rate	Nonrecurring Charge	USOC	
(a) 2.4, 4.8, 9.6, and 19.2 Kbps	\$16.00	\$78.75	3LBCA	(O)
(b) 56.0 and 64.0 Kbps	30.00	78.75	3LBCA	(O)
(2) Each Mile or fraction thereof				(O)
(a) 2.4, 4.8, 9.6, and 19.2 Kbps	1.00	-	3LBDA	(O)
(b) 56.0 and 64.0 Kbps	3.00	-	3LBDA	(O)

c. Over 25 miles (O)

(1) Per Channel (O)

(a) 2.4, 4.8, 9.6, and 19.2 Kbps	16.00	78.75	3LBEA	(O)
(b) 56.0 and 64.0 Kbps	30.00	78.75	3LBEA	(O)

(2) Each Mile or fraction thereof (O)

(a) 2.4, 4.8, 9.6, and 19.2 Kbps	1.00	-	3LBFA	(O)
(b) 56.0 and 64.0 Kbps	3.00	-	3LBFA	(O)

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

Per local or interoffice channel bridged^{2,3,4} (O)

(a) 2.4, 4.8, 9.6, and 19.2 Kbps	9.80	21.00	6BN	(O)
(b) 56.0 and 64.0 Kbps	9.80	21.00	6BN	(O)

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

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

Note 3: This option may not be available in all service locations. (O)

Note 4: This option is not available with 64.0 Kbps. (O)