
SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.1 Reserved for future use.

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SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 PremierSERVSM Frame Relay Service (NFR) and PremierSERVSM ATM Service (NATM)

AVAILABILITY

Effective January 14, 2011, PremierSERVSM Frame Relay Service (NFR) and PremierSERVSM ATM Service (NATM) defined in Section 5.2, Section 6.2, Section 6.6, Section 6.7, and Section 7.5 through Section 7.7 of this Tariff will no longer be available to new Customers. Existing term plan Customers may add, move, remove or change lines and/or locations for the duration of their current term plan agreement. The Company will support one extension of an existing contract past its current term for twelve (12) months, provided the extension is signed on or before December 31, 2012. Existing customers who do not extend an existing contract will continue with this service on a month-to-month basis until December 31, 2014.

5.2.1 Description

PremierSERVSM Frame Relay Service is a public, metropolitan, and wide-area data Service that provides high throughput and low delay. It utilizes advanced packet switching technology and highly reliable digital transmission facilities to provide the performance of leased lines and the flexibility and connectivity features of Local Area Networks (LANs) in an efficient, economical data delivery service.

PremierSERVSM Asynchronous Transfer Mode (NATM) Service is a high-speed, packet switched transport Service that combines disparate applications, from separate locations, using a common network access device and physical network connection. PremierSERVSM ATM Service can allow management of a single network that is easier and less expensive than managing multiple networks. PremierSERVSM ATM Service uses multiple connections over a single line and reduces the number of physical interfaces required.

The Company's PremierSERVSM Frame Relay and PremierSERVSM ATM products combine long distance components of the Company-Provided network.

- (A) Both Services, each comprised of three components, allow Customer-compatible applications and/or equipment to connect to the Company-Provided network. The three components are Ports, Access, and PVCs.
- .1 Ports allow connectivity to the Company-Provided network.
 - .2 The Access component is available with each Port.
 - .3 PVCs provide a connection between two Ports on the network. Multiple virtual connections can be established over a single digital transmission facility and single Port.
 - .a NATM uses two (2) different types of PVCs called:
 - .i Virtual Channel Connections (VCCs)
A VCC is an individual point-to-point virtual connection carrying one application.
 - .ii Virtual Path Connections (VPCs)
VPC(s) provide connections between Ports. A VPC is a collection of VCCs that are routed together as one unit end-to-end through the network.
 - .4 Each Port and Access can communicate with multiple destinations using multiple PVC types.

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5.2 PremierSERVSM Frame Relay Service (NFR) and PremierSERVSM ATM Service (NATM) (continued)

5.2.1 Description (continued)

(B) Access to PremierSERVSM Frame Relay and ATM Services can be made using one of the following methods provided by a Local Access Provider. For each Access facility used, one Port is required for access to the Company's network. For each Port used, the speed selected must be equal to or greater than the CIR for each PVC/VCC/VPC connected to the Port.

(C) User Network Interface Integrated Access Service Port ("UNI IAS Port")

UNI IAS Port provides the Customer a port termination on a digital cross connect system for multiplex hubbing in a designated central office and connectivity between that digital cross connect system and a Company FRS/ATM switch. UNI IAS Port is available at several speeds from 56Kbps up to and including 768Kbps.

UNI IAS Port is available only upon receipt of documentation of the Customer's purchase of Interstate T-1 Integrated Access from a Company-affiliated ILEC. It is Customer's responsibility to obtain such Interstate T-1 Integrated Access to the central office containing the digital cross connect system. Each UNI IAS Port will accommodate multiple PVCs, based upon the speed selected.

5.2.2 Permanent Virtual Circuits (PVC)

(A) A PVC is a logical path defined between two Port connections. Each PVC is assigned a CIR which is the average minimum data rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can be greater than the CIR when excess capacity is available on the Port and on the network. When this excess capacity exists, a data rate above the CIR may be achieved up to the Port capacity. Data sent across a virtual connection in excess of that connection's CIR will be marked by the network as being DE in the event of network congestion and will be delivered only if Bandwidth is available.

(B) PVCs are duplex (two-way) unless otherwise noted.

(C) Customer may purchase PVCs within a LATA or InterLATA (those that cross LATA boundaries).

(D) At NFR Service subscription, the CIR must be specified for each PVC ordered.

.1 CIR is only used with FRS.

.2 Peak Information Rate (PIR) and Sustained Information Rate (SIR) are terms used when referring to ATM VCC/ VPC speeds. PIR applies to the CBR QoS and the UBR QoS, and SIR applies to the VBRrt QoS and the VBRnrt QoS.

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5.2 PremierSERVSM Frame Relay Service (NFR) and PremierSERVSM ATM Service (NATM) (continued)

5.2.2 Permanent Virtual Circuits (PVC)

- (E) The PremierSERVSM Frame Relay service will offer two types of quality of Service (QoS) PVCs:
 - .1 Standard - Standard QoS provides best-effort QoS over the network.
 - .2 Priority - The Priority PVCs category offers a better than best-effort QoS with low delay for small, fixed length packets. Example: Standard Network Available traffic.
- (F) The PremierSERVSM ATM service offers four types of quality of service: (QoS) PVCs:
 - .1 Constant Bit Rate (CBR)

CBR is the highest priority traffic on the network. CBR is designed for applications that are real-time and delay-sensitive, like voice and video.
 - .2 Variable Bit Rate B real time (VBRrt)

VBRrt supports traffic for applications where low cell deviation is required. Such applications could include packet voice and video that can tolerate some delay.
 - .3 Variable Bit Rate B non real time (VBRnrt)

VBRnrt is designed for bursty traffic like e-mail, file transfer, and LAN to LAN traffic.
 - .4 Unspecified Bit Rate (UBR)

UBR is a "best effort" class of service for non-critical, delay-tolerant applications.
- (G) The NFR and NATM offers two backup options:
 - .1 Alternate Routing (always-on)
 - .2 Disaster Recovery (typically to a 3rd party) PVCs in the event of an outage at the Customer's primary location. The disaster recovery or alternate routing site must also be served by an active Frame Relay or ATM Port and Access. A Disaster Recovery PVC is set to a disabled mode until the Customer requests its activation due to a disaster occurrence. The Customer must contact Company to again disable the PVC upon restoration of the primary location.
 - .a Disaster Recovery Testing: Customers with disaster recovery connections can receive up to two tests at no extra charge. If a Customer requests that a disaster recovery connection be tested more than twice, then each additional test will be billed to the Customer using the after hour labor charge as set forth in Section 7.5 of this Guidebook.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 PremierSERVSM Frame Relay Service (NFR) and PremierSERVSM ATM Service (NATM) (continued)

5.2.2 Permanent Virtual Circuits (PVC) (continued)

(H) The PremierSERVSM ATM Service offers a Frame Relay to ATM interconnection for Customers that have a combination of both network topologies. A FRATM VCC connection is required between the Frame and ATM Ports. A FRATM VCC is available as VBRnrt QoS, or VBRrt QoS (Priority FRATM).

(I) Each PVC is subject to a minimum charge equal to the charge for one month's Service.

5.2.3 Basic Features

(A) Customers predefine the PVCs and their destinations. The Company uses this information to assign and administer the PVCs. CIR is only used with Frame Relay Service. Peak Information Rate (PIR) and Sustained Information Rate (SIR) are terms used when referring to ATM VCC/VPC speeds. PIR applies to the CBR QoS and the UBR QoS and SIR applies to the VBRrt QoS and the VBRnrt QoS.

(B) The CIR will be negotiated with each Customer at the time the Customer subscribes to the Company's Service. These rates will be based upon the CIR value of each PVC ordered by the Customer.

5.2.4 Application of Rates and Charges

(A) Non-recurring Charges

A non-recurring charge will be addressed for installation, change and/or expedited Service order for UNI Port Only; NNI Port Only; PVC per CIR.

(B) Monthly Recurring Charges

.1 UNI Port Only

The MRC are applied per UNI Port based upon the UNI Port speed. The MRC may vary according to the length of term plan agreement.

.2 Reserved for future use

.3 NNI Port Only

The MRC are applied per NNI Port based upon the NNI Port speed. The MRC may vary according to the length of term plan agreement.

.4 Reserved for future use

.5 PVC Per CIR

The MRC is applied based on the PVC type, QoS, the type of access, and data transmission rate.

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5.2 PremierSERVSM Frame Relay Service (NFR) and PremierSERVSM ATM Service (NATM) (continued)

5.2.4 Application of Rates and Charges

(C) Premiere Volume Incentive Plan (VIP) Discount for PremierSERVSM

Customers subscribing to any of the Company's PremierSERVSM Frame Relay and/or PremierSERVSM ATM Services will automatically receive a volume discount per master account number for all PremierSERVSM Frame Relay and PremierSERVSM ATM Service(s) associated with the Customer's master account number. This discount will be based on the Customer's total monthly billed PremierSERVSM Frame Relay Service revenue (intrastate and interstate) and PremierSERVSM ATM Service for MRCs only. This discount will be applied after any other discount(s). The discount will appear on the bill in the month in which the discount was earned. The applicable discounts are as follows:

Eligible Monthly Revenue	Discount
\$2,000	5%
\$5,000	7%
\$10,000	9%
\$15,000	11%
\$20,000	13%

(D) Out of Term Rates

Rates upon expiration of Term Plan Agreements or other contracts revert to the Out of Term rates as described in Sections 6.2 of this Guidebook.

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5.2 PremierSERVSM Frame Relay Service (NFR) and PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs)

(A) Standard Level SLAs

.1 The following table identifies the individual metrics and values for PremierSERVSM Frame Relay and ATM Service.

Metric	Value
Standard Network Availability	99.99% for any given calendar month. Calculated as the percentage of time that the Frame Relay PVCs and/or ATM VPC/VCCs are capable of accepting and delivering Customer data from Network Interface to Network Interface including the Access, for the total time in the measurement period, which shall be a any given calendar month.
Standard Time to Repair (TTR)	Within 4 hours per occurrence; 8 hours if technician dispatch is required.
Standard Cell/Frame Delivery Ratio	99.99% per Frame Relay PVC or ATM CBR, VBRrt, VBRrt VPC/VCC or FRATM VCC. Calculated as the percentage of Frames or cells offered (ingress) to the network that successfully egress the network from ingress Port to egress Port, edge-to-edge, within the Committed Information Rate (CIR), or Sustained Information Rate (SIR), for the total time in the measurement period, which shall be in any given calendar month.
Standard Time to Provision (TTP)	Due date shown on the Firm Order Confirmation (FOC).
Standard Network Latency	All long haul Frame Relay PVCs and all long haul ATM, VBRrt, VBRrt, VPC/VCCs and FRATM VCCs are guaranteed from ingress to egress Port, for 100 milliseconds round trip average per VPC/VCC/PVC for the total time in the measurement period, which shall be any given calendar month. All long haul CBR are guaranteed from ingress to egress Port, for 100 milliseconds round trip average per VPC/VCC/PVC for the total time in the measurement period, which shall be any given calendar month.

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5.2 PremierSERVSM Frame Relay Service (NFR) and PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

(A) (continued)

.2 Standard SLA Terms and Conditions:

- .a Customer is responsible for notifying Company and requesting a Standard SLA credit when a specific Standard SLA is below the guaranteed level as specified above.
- .b Customer must request a Standard SLA credit within forty-five (45) calendar days from the end of the calendar month when the Standard SLA failure occurred or the date of occurrence for TTR or TTP failure.
- .c The Company has thirty (30) calendar days to restore standard latency, and cell/frame delivery ratio to within the SLA committed level before the Customer is eligible for a credit. If the Company restores Service within the SLA committed level during the 30-day calendar period, the Customer will not be entitled to a credit.
- .d Standard latency and cell/frame delivery ratio are measured edge-to-edge (ingress and egress port) as an average per PVC/VPC/VCC over calendar month period.
- .e Standard TTR and TTP are measured on a per occurrence basis.
- .f Standard Network Availability is measured as follows:
 - .i If Customer's entire network consists of Port and Access provided by Company and its affiliates at all Customer locations, then Network Availability is based on PVC/VPC/VCC, measured from Network Interface to Network Interface.
 - .ii If Customer purchased Port only from Company, then Network Availability is based on PVC/VPC/VCCs measured from ingress switch Port to egress switch Port.
- .g Standard network availability, latency, cell/frame delivery ratio credit claims require trouble tickets to be opened during the calendar month of failure.
- .h Network availability and TTR outage time are calculated only on the basis of trouble tickets reported by the Customer.
- .i Company guarantees its PremierSERVSM Frame Relay Standard Service Level Agreements (SLAs) based on a reference packet size. The recommended Frame Relay octet (byte) count is 128 octets per frame. The Customer premises equipment controls the setting.

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5.2 PremierSERVSM Frame Relay Service (NFR) and PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

(A) (continued)

.2 (continued)

.j The total amount of the service credit Customer receives for any Port or PVC for any month shall not exceed 100% of the MRC associated with the Port or PVC/VPC/VCCs.

.3 The following table identifies credits to be refunded to the Customer when the data metrics as specified above exceeds the specified values.

Data Metric Exceeding Specified Value	Credit for that Portion of the Network Not in Compliance
Standard Network Availability	Upon verification by the Company that the actual monthly average network availability was below the committed level, the Customer will be eligible to receive a service credit equal to 10% of the MRC for all affected Ports and VPC/VCC/PVCs.
Standard Cell/Frame Delivery Ratio	Upon verification by the Company that the actual average monthly cell/frame delivery ratio for a VPC/VCC/PVC was less than the committed level, the Company has a thirty (30) calendar day cure period to correct the problem. If after thirty (30) calendar days the standard cell/frame delivery ratio is still below the committed level, the Customer will be eligible to receive a service credit equal to 50% of the MRC for the affected Ports and VPC/VCC/PVCs.
Data Metric Exceeding Specified Value	Credit for that Portion of the Network Not in Compliance
Standard Latency	Upon verification by the Company that the actual average monthly delay for a VPC/VCC/PVC was greater than the committed level, then the Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the delay is still greater than the committed level, the Customer can request a service credit equal to 1 to 50% of the MRC for the affected PC/VCC/PVCs and Ports.
Standard Time To Provision (TTP)	Upon verification by the Company that the due date was missed, the Customer will be provided a service credit equal to 100% of the MRC for all affected ports and/or PVCs.
Standard Time To Repair (TTR)	Upon Customer reporting and verification by the Company that the actual repair level was below the committed level, the Customer will be provided a service credit equal to 50% of the MRC those Ports and/or PVCs.

SECTION 5 - DESCRIPTION OF SPECIALIZED COMMUNICATIONS SERVICES

5.2 PremierSERVSM Frame Relay Service (NFR) and PremierSERVSM ATM Service (NATM) (continued)

5.2.5 Standard Service Level Agreement (SLAs) (continued)

(A) (continued)

- .4 Except as specifically indicated below, the following will be excluded from any determination of cell/frame delivery ratio, latency, and network availability, TTR, and TTP:
 - .a Force majeure events;
 - .b Data lost during Company's scheduled maintenance window;
 - .c Data exceeding the subscribed Committed Information Rate (CIR) for Frame Relay PVCs or the Sustained Information Rate (SIR) for CBR, VBRrt, VBRnrt, VPC/VCCs or FRATM VCCs;
 - .d Failures attributed to facilities or equipment provided by another party of the Customer or inaccurate network specifications requested by Customer;
 - .e Access link failures; (except for network availability or TTR)
 - .f Customer "no access" time as defined below:
 - .i Customer not available;
 - .ii Coordinated vendor meeting;
 - .iii abeyance on Customer request;
 - .iv after hours testing because no Customer daytime release; or
 - .v tickets referred to another party.
 - .g UBR Quality of Service and ATM Host Link Service are excluded from standard latency and cell/frame delivery ratio guarantees.
 - .h Due dates missed or rescheduled at Customer's request.
- .5 Unless the Customer has canceled Service, the service level credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoration of the interruption of Service. If the Customer has canceled Service, the credit will be applied to the last invoice and only the excess over the amount due will be refunded to the Customer. In no event will the total of the service level credit and the service outage credit exceed the MRC for the Port(s) or applicable VPC/VCC/PVC(s).

(B) Reserved for future use

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5.2 PremierSERVSM Frame Relay Service (NFR) and PremierSERVSM ATM Service (NATM) (continued)

5.2.6 Quality Standards

PremierSERVSM Frame Relay Service complies with both the ITU and ANSI standards.

5.2.7 PremierSERVSM Frame Relay to ATM Interworking (FRATM)

PremierSERVSM Frame Relay to ATM Interworking (FRATM) allows customers with existing Frame Relay networks, an easy migration to the ATM network, while maintaining existing Frame Relay locations. It also allows customers to have a cost effective network solution allowing the integration of many remote low speed sites to communicate with a larger service center ATM site, usually a data center. Pricing of the Permanent Virtual Circuits (PVCs), between a Frame Relay location and an ATM location, will be accomplished through the use of a FRATM VCC.

5.3 Reserved for future use.

5.4 Reserved for future use.

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5.5 Reserved for Future Use

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5.6 Out-of-Service Credits (continued)

5.6.2 Interruption of Service

- (A) An out-of-service credit allowance is available to a Customer for interrupted Service. Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer because of a failure in Company-Provided facilities, a failure in Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access, or if the protective controls applied by the Company result in the complete loss of Service by the Customer.

An interruption period starts when inoperative Service is reported to the Company and the Service is released to the Company or Company-designated Third Party Vendor for testing and repair. An interruption period ends when Service is operative and released to the Customer, and the Customer has accepted Service. If the Customer cannot be contacted for notification that the Service is operative within four (4) hours after restoration of Service, then no claim applies once Service is restored.

Regardless of the number of Service interruptions within a billing period, credits for interrupted Service will not exceed 100% of the monthly rates of the affected Service that the Customer would have otherwise paid.

- (B) An out-of-service credit will not be given to a Customer if the interruption in Service is due to the negligence of the Customer or exogenous factors (outside the Company's or Third Party Vendor's control).
- (C) In order to permit the Company to make tests and adjustments appropriate for the maintenance of services within satisfactory operating parameters, Specialized Communications Services provided herein shall be available to the Company at times mutually agreed upon between the Company and the Customer. Tests and adjustments shall be completed within a reasonable time. No out-of-service credit will be allowed for any interruptions involved during such tests and adjustments.
- (D) The allowance for the period of interruption per affected Service is defined in Section 5.6.3 of this Guidebook.
- (E) Outages must be determined by the Company to be in Company-Provided facilities or Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access.

5.6.3 Credit Allowances

- (A) Specialized Communications Services

For Specialized Communications Services, except for PRI ISDN Service, the credit allowance is equal to 1/1440 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full MRC. For PRI ISDN Service, the credit allowance is equal to 1/60 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full MRC.

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5.6 Out-of-Service Credits (continued)

5.6.3 Credit Allowances

(B) Miscellaneous Installation Service Credits

An installation service credit equal to 20% of the installation charge will be granted for each day missed if the Company fails to meet the service order due date without cause or notice of mutual consent with the Customer. Credits are not to exceed the full non-recurring or installation charges. An exception to an installation service credit is service orders with an expedite status, where the requested due date is missed but the normal due date interval is met. Expedites are met on "a best effort" basis. Order expedite charges apply when a Customer requests a circuit due date that is earlier than the standard provisioning interval.

(C) Additional Labor Charge Credit

If the date and time for an event which triggers additional labor charges is missed without cause or notice of mutual consent of the Customer, then additional labor charges for the event will not be charged. If these additional labor charges were charged in advance, they will be credited on the Customer's next month's bill.

(D) Special Construction

There are no credits for special construction or other incurred non-recoverable costs.

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