

SECTION 7 – MISCELLANEOUS CHARGES AND INFORMATION

7.1 Return Check Charge

When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies. Otherwise, the Company will assess the Customer a return check charge of \$25.00 for any check that is returned for any reason by the financial institution on which it is drawn.

7.2 Additional Labor Charges

For additional labor charges for National Frame Relay Service, see Section 7.5 of this Guidebook. For all other Data Services, the charges are as follows:

| | Rate Per Fifteen Minutes |
|---|--------------------------|
| 8:00 am to but not including 5:00 pm Monday through Friday excluding holidays | \$25.00 |
| Holidays (New Years Day, Federally Observed Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas) | \$31.25 |
| All Other Times | \$31.25 |

7.3 Order Expedite Charge

Customers may request a change in the requested Service due date for pending Service Orders. When the Company accepts a request to expedite an order, the Company does not promise to deliver on the desired due date in advance of the normal service order interval. The Company will use its best effort to meet the desired due date. A one-time charge applies when the Customer requests a Service due date sooner than the standard interval due date, and Service is provided sooner than the standard interval due date. An Order Expedite Charge applies when a change of requested Service due date is the only Customer requested change to the original or supplemental Service Order.

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Any expedite charges incurred for the provisioning of local access are not included in this Order Expedite Charge and will be passed through to the Customer. If the Customer requests a change to the Service Order in addition to the requested Service due date, the Service Order Change Charge applies in addition to the Order Expedite Charge. For PremierSERVSM Frame Relay and PremierSERVSM ATM order expedites, if the Company cannot meet the requested due date the Customer will still be required to pay the NRC associated with the due date interval that is actually met. The Order

Expedite Charges are as follows:

| | Non-Recurring |
|-----------------------------------|---|
| Frame Relay Rate Per UNI/NNI Port | See chart in Section 7.5 of this Guidebook. |

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For the Order Expedite Charge for National Frame Relay Service, see chart in Section 7.5 of this Guidebook.

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7.4 Telecommunications Service Priority System

The provisioning and restoration of Services will be in accordance with the priority system specified in Part 64, Appendix A of the rules and regulations of the Federal Communications Commission.

The TSP System is a service that provides for the priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The TSP system applies only to NSEP services that can be discreetly identified and provides the Company with a guide to the sequence in which services are to be provisioned and/or restored.

The Executive Office of the President is empowered with the authority to receive, evaluate, and process requests for NSEP TSP services. The Executive Office of the President, through the Office of Priority Telecommunications (OPT) as its administrative branch, makes the priority level assignments and issues the TSP authorization code reflecting the priority assignments associated with the Customer's request. The Customer initiates the request for TSP service from the OPT. The Customer then provides the TSP authorization code, in addition to all other details necessary to complete the order, and submits it to the Company for appropriate action.

7.5 PremierSERVSM Frame Relay Miscellaneous Service Charges

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.

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| Product/Service | NRC |
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| Order Expedite per Port-Only and Associated PVCs | \$250 |
| Order Expedite for PVCs only (all PVCs associated with one order) | \$250 |
| Service Order Change Charge (applies to Configuration Change, PVC Change, Port Change) | \$50 |
| Service Order Cancellation PremierSERV SM Frame Relay PremierSERV SM ATM Service | \$250 \$250 |
| Labor B Regular Hours | \$100/hour, billed by 1/4 hour, 1/2 hour minimum |
| Labor B After Hours | \$125/hour, billed by 1/4 hour, 1/2 hour minimum |
| Construction | ICB |
| Move Charges | |
| Moves within a building | Moves within the same building will incur a charge equal to one-half (1/2) of the nonrecurring charges, that are associated with the shortest term available, and all associated special construction and material charges for the service. |
| Moves to a different building | Moves to a different building will incur a charge equal to the nonrecurring charges, that are associated with the shortest term available, and all associated special construction and material charges for the service. |

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7.6 PremierSERVSM Frame Relay Service Order Cancellation Charge

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.

If Customer cancels an order for Service more than three (3) business days after due date has been communicated and before Service is available for use, a Service Order Cancellation Charge (“Cancellation Charge”) applies. The Cancellation Charge is listed in the Chart in Section 7.5 of this Guidebook. This Cancellation Charge will apply per Service Order. For Service Orders cancelled three (3) or fewer business days before the Service due date, the request will be treated as disconnect, and will include applicable termination charges.

7.7 PremierSERVSM Frame Relay Service Order Change Charge (SOCC)

7.7.1 General

The SOCC may apply to Service that has been ordered but not installed and accepted by Customer and to Service that has been ordered and installed and accepted by Customer. Customer will be notified whether the SOCC will apply. The SOCC is listed in the chart in Section 7.5 of this Guidebook.

7.7.2 Change in Service Before Installation and Acceptance by Customer

- (A) If made at least three (3) business days before Service due date, no charge applies for a Customer’s request to change Service, if re-engineering is not required. For example, no charge applies in a Service Order made to change the length of a term plan or for administrative purposes such as a change of name or change in billing address, contact name, or contact telephone number.
- (B) Unless otherwise indicated in this Guidebook, the SOCC applies when Services are re-engineered. Examples of changes which require re-engineering include but are not limited to:
 - .1 Changes in serving Wire Center, Port speed, Port type, transmission speed.
 - .2 Customer requests a change of location or address in one or both of the original endpoints before installation and acceptance of Service.

7.7.3 Service Due Date Extensions

Requests to extend a Service due date will not incur a SOCC, but must be placed at least three (3) business days before the scheduled Service due date. Requests to extend a due date will be limited to a maximum of thirty (30) calendar days. If a due date more than thirty (30) calendar days beyond the originally scheduled Service due date is required, the Service Order will be cancelled and a new order for Service must be placed.

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- 7.9 Cancellation Charges for DVA 6-Pack and DVA 12-Pack Service, and Primary Rate Interface – Integrated Services Digital Network (C)
- 7.9.1 If the customer cancels service more than three (3) business days after the Customer Commitment Date but before installation and successful end-to-end testing, a Service Order cancellation charge applies. The Service Order cancellation charge is per Service.
- 7.9.2 If the customer cancels service which involves special construction or where special arrangements of facilities or equipment have commenced before Company receives a cancellation notice, a charge equal to the costs incurred by Company applies in addition to the Service Order cancellation charge.
- 7.9.3 For orders cancelled two (2) days or less before the Service due date, the request will be treated as a disconnect. Applicable termination charges apply.