

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	4	

B108. OBSOLETE SERVICE OFFERINGS – RESERVED FOR FUTURE USE

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 herein as digital data service), various analog voice grade services specified herein and MegaLink service.

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

Except where stated otherwise herein, the services 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., analog voice grade services from Section B3., and MegaLink service from Section B7. Custom Network Service Arrangement I may contain only certain rate elements from these standard guidebooks; the other rate elements to complete the provisioning of service may need to be selected from these standard guidebooks to apply in conjunction with the components of service provided within Custom Network Service Arrangement I. (T)

The following non-appropriations clause shall apply when Custom Network Service Arrangement I is elected by the State Government of South Carolina (referred to herein as the "State"):

If the legislature fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the State. The State shall provide the Company with notice not less than thirty (30) days prior to the date of cancellation if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the Company shall not prohibit or otherwise limit the State's right to pursue and contract for alternate solutions and remedies as deemed necessary by the State for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

B108.2.2 Terms and Conditions

A. Custom Network Service Arrangement I is provided under a five (5) year payment period agreement 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. Custom Network Service Arrangement I is provided under a five year payment period agreement with a mandatory minimum service period of two years required. After completion of the second year in this payment period agreement, the customer may elect to continue this payment period agreement in one year extensions for up to another three year period (not to exceed a total payment period of five years), or the customer may elect one of the service options stated in 2. following.

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 customer has the following options for service following the expiration of the Custom Network Service Arrangement I payment period agreement:
 - 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 the contract service expires.
 - b. The customer may elect that the network service revert back to the generally available service rates in Sections B3. and B7. that are in effect at the time the contract service expires.
 - c. The customer may elect that all Custom Network Service be disconnected at the expiration of the contract period. No Termination Liability Charges shall apply.
 - d. If customers do not elect a., b., or c., preceding or do not notify the Company of their intentions prior to the time the contract service expires, service shall be continued at the monthly rates currently in effect for the month-to-month option for these services from Sections B3. and B7. until notified otherwise by the customer.
3. Additional services and/or terms and conditions added to this Custom Network Service Arrangement I offering during a customer's payment period agreement may be elected by that customer for the remainder of their original payment period. Revisions to this offering filed on March 11, 1996 shall be made effective retroactive to January 15, 1996 for the purpose of rate treatment for any new services added with this revision. Rate adjustments may apply for existing Custom Network Service Arrangement I customer billing on services added to this guidebook.
4. The minimum size for a Custom Network Service Arrangement I shall be 600 local channels located in the Company serving area in South Carolina. The customer's data network may be less than the 600 local channel minimum size upon electing to subscribe to Custom Network Service Arrangement I, however, the network size must grow to the 600 local channel minimum by the first anniversary date (twelve months) and 700 local channels by the second anniversary date (twenty-four months) of the signing of the payment agreement for Custom Network Service Arrangement I. The size of the data network shall remain a minimum of 700 local channels for the remainder of the payment period agreement.

The term "local channels" as used herein Custom Network Service Arrangement I shall be defined to specifically include any combination of local channels of SynchroNet service, MegaLink service, and/or analog voice grade service (specifically, types 2230, 2260, 2432, 2434, 2435, and/or 2463) which are provided within Company serving area in South Carolina. This definition of local channels may be expanded at the customer's option to include services provided under Custom Network Service Arrangement I which are upgraded to other Company provided services and technologies which 1) are specified in Company guidebooks as acceptable upgrades or changes in service for which termination liability charges do not apply and 2) when those services are elected for a period of time under a contract agreement term which is equal to or greater than the time remaining in the customer's Customer Network Service Arrangement I's payment period agreement. 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. All local channels considered part of a customer's data network shall be subject to the terms set forth in c. following.

B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE**B108.2 Custom Network Service Arrangement I (Cont'd)****B108.2.2 Terms and Conditions (Cont'd)****A. (Cont'd)****4. (Cont't)**

The data network provided under Custom Network Service Arrangement I 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 will be to determine if the terms of Custom Network Service Arrangement I are being met and the data network minimum size has been satisfied.

a. If the count of local channels is the stated minimum or above on the anniversary date, the network minimum has been met.

b. If the count of local channels is less than the stated minimum on the anniversary date, the network minimum has not been satisfied and the customer may no longer subscribe to Custom Network Service Arrangement I. The customer's network shall revert to the rates, *terms and conditions* for service available in Sections B3. and B7. This shall not be considered as a disconnect of the customer's service and a Termination Liability Charge as described in c. following shall not apply.

c. The disconnect or moves of Custom Network Service Arrangement I services (individual local and/or interoffice channels, node channel terminations and/or associated optional features, including any associated FlexServ Channel Connections, Multipoint Bridging or Subrate Reconfiguration Capability purchased under a Term Payment Plan from Section A32. of the General Exchange Guidebook) inside the Company serving area in South Carolina during 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 d. following) and shall be calculated as follows:

- The Termination Liability Charge shall be equal to the appropriate monthly rates as specified herein Custom Network Service Arrangement I times the number of months remaining in the payment period, times the quantities of service in place at the time of disconnect. A minimum quantity of 600 local channels shall be used in this calculation if the disconnect occurs prior to the end of the second year of this agreement and the actual number of local channels at the time of disconnect is less than this stated network minimum; if the disconnect occurs after the second year of this agreement, a minimum of 700 local channels shall be used in this calculation if the actual number of local channels at the time of disconnect is less than this network minimum.

d. A Termination Liability Charge as specified in c. preceding 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 twenty-four 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.

(T)

(T)

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)

- 5. Nonrecurring charges specified in B108.2.3 do not apply for the conversion of service in-place at the time the customer establishes Custom Network Service Arrangement I. Termination Liability Charges shall not apply for the conversion of in-place service that was being provided under a contractual payment period; however, no service credit will be given for the former contractual period. Requests for new service to be added to the customer's network will be subject to the nonrecurring charges specified in B108.2.3, except as follows:
 - Nonrecurring charges specified in B108.2.3 shall not apply for new digital data (SynchroNet) service ordered during the first four months following the initial establishment of each customer's Custom Network Service Arrangement I; specifically, nonrecurring charges will not apply when the service order application date falls within this four-month period and service is to be placed within the standard installation interval.

B108.2.3 Rates and Charges

A. SynchroNet service¹

1. Digital Local Channel, each

		Monthly	Nonrecurring Charge		
		Rate	First	Additional	USOC
(a)	2.4 Kbps	\$45.00	\$340.00	\$105.00	1RSD2
(b)	4.8 Kbps	45.00	340.00	105.00	1RSD4
(c)	9.6 Kbps	45.00	340.00	105.00	1RSD9
(d)	19.2 Kbps	45.00	340.00	105.00	1RSD3
(e)	56.0 Kbps	56.00	340.00	105.00	1RSD5
(f)	64.0 Kbps	56.00	340.00	105.00	1RSD6
2. Node Channel Termination, each					
(a)	2.4 Kbps	10.00	37.00	32.00	2UN24
(b)	4.8 Kbps	10.00	37.00	32.00	2UN48
(c)	9.6 Kbps	10.00	37.00	32.00	2UN96
(d)	19.2 Kbps	10.00	37.00	32.00	2UN19
(e)	56.0 Kbps	24.00	37.00	32.00	2UN56
(f)	64.0 Kbps	24.00	37.00	32.00	2UN64

3. Digital Interoffice Channel

a. Interoffice Channel

(1) Fixed rates applicable

		Monthly	Nonrecurring	
		Rate	Charge	USOC
(a)	2.4, 4.8, 9.6 and 19.2 Kbps	\$18.00	\$93.00	3LBSF
(b)	56.0 and 64.0 Kbps	31.00	93.00	3LBSF

Note 1: The monthly rates shown are for the 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)

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

a. Interoffice Channel (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	\$1.55	-	3LBSM	(O)
(b) 56.0 and 64.0 Kbps	3.10	-	3LBSM	(O)
4. MultiPoint Service/Bridging (Optional Feature) Per local or interoffice channel bridged ^{2,3}				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	10.00	\$ 28.00	6BN	(O)
(b) 56.0 Kbps	10.00	28.00	6BN	(O)
5. Secondary Channel Capabilities, per local channel				(O)
(a) Each ^{2,3,4}	10.00	225.00	SFS	(O)

B. Voice Grade Analog Service¹ (O)

1. Voice and Data Local Channels (O)

Per point of termination (O)

	Monthly Rate	Nonrecurring Charge		USOC	
		First	Additional		
(a) Type 2230	\$15.85	\$345.00	\$115.00	P2JUX	(O)
(b) Type 2260	25.50	415.00	160.00	P2JKX	(O)
(c) Type 2432	42.75	390.00	145.00	P2JQX	(O)
(d) Type 2434	8.00	165.00	83.00	P2JGX	(O)
(e) Type 2435	38.25	370.00	130.00	P2JWX	(O)
(f) Type 2463	42.50	415.00	160.00	P2JMX	(O)
2. Voice Grade Interoffice Channels - Series 2000					(O)

	Monthly Rate	Fixed Charge Per Mile	Nonrecurring Charge	USOC	
(a) 1 thru 8 Miles	\$40.00	\$1.65	\$105.00	3LBBS	(O)
(b) 9 thru 25 Miles	40.00	1.65	105.00	3LBBS	(O)
(c) Over 25 Miles	40.00	1.65	105.00	3LBBS	(O)

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

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

Note 3: This option is not available with 64.0 Kbps. (O)

Note 4: Nonrecurring charge is applicable only if Secondary Channel service is being added subsequent to the installation of basic service. (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)

C. MegaLink service¹ (O)

1. Interoffice Channel², each channel 1-8 Miles (O)

	Monthly Rate	Nonrecurring Charge	USOC	
(a) Fixed Monthly Rate	\$65.00	\$125.00	1LN01	(O)
(b) Each Airline Mile, or fraction thereof	14.00	-	1LN0A	(O)

2. Interoffice Channel², each channel 9-25 Miles (O)

	Monthly Rate	Nonrecurring Charge	USOC	
(a) Fixed Monthly Rate	\$65.00	\$125.00	1LN02	(O)
(b) Each Airline Mile, or fraction thereof	14.00	-	1LN0B	(O)

3. Interoffice Channel², each channel over 25 Miles (O)

	Monthly Rate	Nonrecurring Charge	USOC	
(a) Fixed Monthly Rate	\$65.00	\$125.00	1LN03	(O)
(b) Each Airline Mile, or fraction thereof	14.00	-	1LN0C	(O)

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

Note 2: Service Establishment charges from Section B7.1 apply; charges from Section B7.1 may also apply for other MegaLink service rate elements. (O)