

TARIFF DISTRIBUTION

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PURPOSE: MegaLink Service (DS1) Upgrade Modification

TARIFF SECTION

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B7. DIGITAL NETWORK SERVICE

B7.1 MegaLink Service (Cont'd)

(T)

B7.1.2 Regulations (Cont'd)

C. Application of Rates (Cont'd)

4. MegaLink service rates under contract will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or as of the service order application date will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis. (T)
5. A Termination Liability Charge is applicable at the date of termination. The applicable charge for a term plan entered into prior to April 3, 2001, is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rate provided under contract. (T)
6. For term plans entered into on or after April 3, 2001, a customer's liability for the termination of service prior to the time the customer's obligations under the term plan would have otherwise been satisfied are set forth in B.2.4.9.A.4. For term plans entered into before April 3, 2001, the customer's obligations for the termination of service prior to the time the customer's obligations under the term plan would have otherwise been satisfied is governed by the terms of the *service publication* that were in effect as of the date the customer entered the term plan. (T)
7. Termination Liability charges will not apply for customer requests for moves of services under CSPP subject to the provisions set forth in B.2.4.9.A.11., 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 B.2.4.9.A.4.b. (C)
8. Airline distance between Company central offices shall be developed using the methodology found in B3.3.3. Fractional mileage shall be rounded up to the next full mile. (T)

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. (T)
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. (T)
 - 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. (T)
 - 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.