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## 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 (i.e., 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. A Custom Network Service Arrangement is provided for an individual end user network and is not available for resale. 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. 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.

(DELETED)

(D)

#### B108.2.1 General

Custom Network Service Arrangement I is provided to furnish a large data network composed of Type 2463 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). This arrangement will provide the rates and charges to allow the transition of a primarily analog data network to a digital data network by the end of the specified payment period. The analog data service and digital data service provided in Custom Network Service Arrangement I will be subject to the terms and conditions in this Guidebook which apply to Type 2463 Voice Grade Private Line Service from Section B3 and Synchronet service from Section B7, except where stated otherwise herein.

(E)

#### B108.2.2 Terms and Conditions

- A. Custom Network Service Arrangement I is provided under a fixed five year payment period and shall be administered in accordance with the terms and conditions contained in the Channel Services Payment Plan, B2.4.9A., except as follows:
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 analog data and Synchronet service rates in Sections B3 and B7 respectively, 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 paragraph a., b., or c., 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 (Type 2463) and digital (Synchronet service) services from Sections B3 and B7 respectively, until notified otherwise by the customer.

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**B 108.OBSOLETE D SERVICE OFFERINGS -CUSTOM NETWORK SERVICE**
**B 108.2 Custom Network Service Arrangement I (Cont'd)****B 108.2.2 Terms and Conditions (Cont'd)****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, and shall be calculated as follows:

- If the aggregate count of analog and/or digital local channels is 1000 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 aggregate count of analog and/or digital local channels is less than 1000 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 9.6 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 aggregate count of analog and/or digital local channels and the 1000 local channel minimum (as described in paragraph B).

B. The minimum initial size for a data network under Custom Network Service Arrangement I shall be an aggregate of not less than 1000 local channels of Type 2463 analog data service and/or Synchronet service located in the Company's serving area in Tennessee with at least fifty percent (50%) being initially of the analog type. The size of the data network shall remain an aggregated minimum of 1000 analog and/or 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 is being maintained and to make any billing adjustments if the size is below the stated minimum.

1. If the aggregate count of analog and/or digital local channels is 1000 or greater on the anniversary date, the network minimum has been met and no billing adjustment is required.

2. If the aggregate count of analog and/or digital local channels is less than 1000 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 paragraph B 2.4.9 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 9.6 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 1000 local channel minimum times 6 months.

C. By the end of the five year payment period, ninety percent (90%) of the data service in Custom Network Service Arrangement I shall be Synchronet service. This ninety percent (90%) count shall be based upon the local channels in the Custom Network Service Arrangement I.

B 108.OBSOLETE D SERVICE OFFERINGS -CUSTOM NETWORK SERVICE

B 108.2 Custom Network Service Arrangement I (Cont'd)

B 108.2.2 Terms and Conditions (Cont'd)

C. (Cont'd)

1. A charge shall apply as follows for Type 2463 Voice Grade Analog Data services, in excess of the 10 percent (10%) allowable, not converted to Synchronous service at the expiration of the five year payment period: The customer shall be charged the difference between the monthly rates contained in Custom Network Service Arrangement I and the monthly rates contained in Section B3 for Type 2463 Voice Grade Analog Data service times 60 months times the quantities of analog service, in excess of the 10 percent (10%) allowable, remaining in place at the end of the five year payment period.

D. As other speeds of Synchronous service become available in Section B7, these new speeds may be added to Custom Network Service Arrangement I. Any new speeds of service added will be available only under the same payment terms and conditions described herein and shall terminate at the same time as the initial payment period for Custom Network Service Arrangement I.

E. Nonrecurring charges specified in B823 do not apply for the conversion of analog data and/or Synchronous 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 or requests to change an in place analog data service to Synchronous service at the time Custom Network Service Arrangement I is established will be subject to the nonrecurring charges specified in B823.

B 108.2.3 Rates and Charges

A. Type 2463 Voice-Grade Analog Data Service<sup>1</sup>

	Monthly Rate	Nonrecurring Charge		USOC
		First	Additional	
1. Local Channel				
(a) Each	\$47.50	\$350.00	\$155.00	P2JM X
	Monthly Rate	Nonrecurring Charge		USOC
2. Interoffice Channels, 0 - 8 miles				
(a) Per channel	\$30.00	\$93.00		3LB1S
(b) Each mile or fraction thereof	1.95	-		3LB2S
3. Interoffice Channels, 9 - 25 miles				
(a) Per channel	30.00	93.00		3LB3S
(b) Each mile or fraction thereof	1.90	-		3LB4S
4. Interoffice Channels, over 25 miles				
(a) Per channel	30.00	93.00		3LB5S
(b) Each mile or fraction thereof	1.85	-		3LB6S
5. Analog Data Bridging (Optional Feature)				
(a) Per Port	20.00	34.00		BQ9

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

**B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE**

**B108.2 Custom Network Service Arrangement I (Cont'd)**

**B108.2.3 Rates and Charges (Cont'd)**

**B. SynchroNet Service<sup>1</sup>**

	Monthly Rate	Nonrecurring Charge		USOC	
		First	Additional		
1. Digital Local Channel, each					(O)
(a) 2.4 Kbps	\$45.00	\$340.00	\$105.00	1RSD2	(O)
(b) 4.8 Kbps	45.00	340.00	105.00	1RSD4	(O)
(c) 9.6 Kbps	45.00	340.00	105.00	1RSD9	(O)
(d) 19.2 Kbps	45.00	340.00	105.00	1RSD3	(O)
(e) 56.0 Kbps	55.00	340.00	105.00	1RSD5	(O)
(f) 64.0 Kbps	55.00	340.00	105.00	1RSD6	(O)
2. Node Channel Termination, each					(O)
(a) 2.4 Kbps	9.00	37.00	32.00	2UN24	(O)
(b) 4.8 Kbps	9.00	37.00	32.00	2UN48	(O)
(c) 9.6 Kbps	9.00	37.00	32.00	2UN96	(O)
(d) 19.2 Kbps	9.00	37.00	32.00	2UN19	(O)
(e) 56.0 Kbps	24.00	37.00	32.00	2UN56	(O)
(f) 64.0 Kbps	24.00	37.00	32.00	2UN64	(O)
3. Digital Interoffice Channel					(O)
		Monthly Rate	Nonrecurring Charge	USOC	
a. 0 - 8 miles					(O)
(1) Per channel					(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps		\$18.00	\$76.00	3LBAA	(O)
(b) 56.0 and 64.0 Kbps		32.00	76.00	3LBAA	(O)
(2) Each mile or fraction thereof					(O)
(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	76.00	3LBCA	(O)
(b) 56.0 and 64.0 Kbps		32.00	76.00	3LBCA	(O)

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

**B 108.OBSOLETE D SERVICE OFFERINGS -CUSTOM NETWORK SERVICE**

**B 108.2 Custom Network Service Arrangement I (Cont'd)**

**B 108.2.3 Rates and Charges (Cont'd)**

**B. Synchronet Service<sup>1</sup> (Cont'd)**

	Monthly Rate	Nonrecurring Charge	USOC
3. Digital Interoffice Channel (Cont'd)			
b. 9 -25 miles (Cont'd)			
(2) Each mile or fraction thereof			
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	\$1.60	-	3LBDA
(b) 56.0 and 64.0 Kbps	3.20	-	3LBDA
c. Over 25 miles			
(1) Per channel			
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	18.00	\$76.00	3LBFA
(b) 56.0 and 64.0 Kbps	32.00	76.00	3LBFA
(2) Each mile or fraction thereof			
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	1.60	-	3LBFA
(b) 56.0 and 64.0 Kbps	3.20	-	3LBFA
4. MultiPoint Service/Bridging (Optional Feature)			
Per local or interoffice channel bridged <sup>2</sup>			
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	10.00	28.00	6BN
(b) 56.0 Kbps	10.00	28.00	6BN

**B 108.3 Custom Network Service Arrangement II**

(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.

**B 108.3.1 General**

Custom Network Service Arrangement II is provided to furnish a very large data network composed of Type 2463 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). 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 Type 2463 Voice Grade Private Line Service from Section B3 and Synchronet service from Section B7, except where stated otherwise herein. Customers subscribing to Custom Network Service Arrangement I may request to subscribe to Custom Network Service Arrangement II prior to the expiration of the Custom Network Service Arrangement I service period agreement. No termination liability charges or service penalty charges from Custom Network Service Arrangement I shall apply for such changes; however, no service credit will be given for the former contractual period.

**B 108.3.2 Terms and Conditions**

Custom Network Service Arrangement II is provided under a ten year payment period agreement administered in accordance with the terms and conditions contained in the Channel Services Payment Plan (CSPP), B2.4.9A., except as follows:

A. Custom Network Service Arrangement II is provided under a ten year payment period agreement with a mandatory minimum service period of five years required.

1. After completion of the fifth year in this payment period agreement, the customer may elect to continue this payment agreement for another five year period (not to exceed a total payment period of ten years), or the customer may elect one of the service options stated in paragraph 2.

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

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

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## B 108 . C U S T O M N E T W O R K S E R V I C E

## B 108 3 Custom Network Service Arrangement II (Cont'd)

## B 108 3 2 Terms and Conditions (Cont'd)

## A . (Cont'd)

2. The customer has the following options for service following the expiration of his Custom Network Service Arrangement II payment period:
  - a. The customer may elect to enter into a new Custom Network Service Arrangement II 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 services offered by this Company (e.g., analog data service from Section B 3 and Synchronous service from Section B 7) at the rates that are in effect at the time his contract service expires.
  - c. The customer may elect that all services provided under this Custom Network Service Arrangement II be disconnected at the expiration of his contract period. No Termination Liability Charges shall apply.
  - d. If the customer does not elect paragraph a, b, or c, or does not notify the Company of his intentions prior to the time his contract services expires, service shall be continued at the monthly rates currently in effect for these services on a month-to-month basis (e.g., analog data service from Section B 3, and Synchronous service from Section B 7) until the Company is notified otherwise by the customer.

- B . The minimum initial size for a data network under Custom Network Service Arrangement II shall be an aggregate of not less than 2000 local channels of Type 2463 analog data service and/or Synchronous service located in the Company's serving area in Tennessee. By the end of the first year the customer's network must contain a minimum of 2000 digital data local channels. The network minimum size of 2000 digital data local channels shall apply for the entire 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 appropriate digital data network minimum size has been met and is being maintained and to make any billing adjustment if the size is below the stated minimum of 2000 digital data local channels. These charges shall be referred to as an annual adjustment charge and are not subject to the Deferred Payment option provided in paragraph B 2 4 9 B .

1. The calculation to determine an 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 specified network minimum local channel count set forth in this Custom Network Service Arrangement II.
  - a. The annual adjustment charge which applies when the specific network minimum of 2000 digital data local channels has not been met shall be calculated as follows and be input as a one-time charge:  
The customer shall pay the equivalent of the monthly rate for a 9.6 Kbps digital data local channel, provided within their Custom Network Service Arrangement II, times the difference between the 2000 minimum and the actual count of digital local channels, times 6 months.

- C . 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 (except as specified in paragraph D) and shall be calculated as follows:

1. If the count of digital data local channels is 2000 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 actual quantities of service in place at the time of disconnect.
2. If the count of digital data local channels is less than 2000 at the time of disconnect, the Termination Liability Charge shall be equal to:
  - 1) 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
  - 2) 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 aggregate count of digital data local channels and the 2000 digital data local channel minimum .

B108.OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE

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

B108.3.2 Terms and Conditions (Cont'd)

- D. Termination Liability Charge as specified in paragraph C shall apply for the total disconnect of Custom Network Service Arrangement II unless both of the following conditions are met:
  - 1) the disconnect occurs after Custom Network Service Arrangement II 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 II payment period. If these conditions are met, no Termination Liability charge shall apply.
- E. As developed by the Company other new technologies capable of supporting digital data transport may be added to this Custom Network Service Arrangement II offer. Such data services shall qualify on a per local channel or access line basis towards the 2000 minimum digital data local channel count required for Custom Network Service Arrangement II specified in paragraph B. Any new services added will be available under the same payment terms and conditions described herein and shall terminate at the same time as the initial payment period agreement established for each customer's Custom Network Service Arrangement II.
- F. Nonrecurring charges specified in B 8 3 3 do not apply for the conversion of analog data and digital data service in place at the time the customer establishes Custom Network Service Arrangement II. Termination Liability Charges shall not apply for the conversion of in place analog data and digital data service that was being provided under another Custom Network Service Arrangement or other CSPP arrangements to the services included in Custom Network Service Arrangement II. Requests for new service to be added to the customer's network will be subject to the nonrecurring charges specified in paragraph B 8 3 3. Full digital data nonrecurring charges apply for analog data service requested to be converted to digital data service, except as follows:
  1. No digital data service nonrecurring charges shall apply for analog data service conversions to digital data service ordered during the first twelve months following the establishment of each customer's Custom Network Service Arrangement II; specifically, the digital data service nonrecurring charges will not apply when the service order application date requesting the analog data service conversion falls within this first twelve month period and the digital data service is to be provided within the Company's standard installation interval.

B108.3.3 Rates and Charges

A. Type 2463 Voice-Grade Analog Data Service

	Monthly Rate	Nonrecurring Charge		
		First	Additional	USOC
1. Local Channel				
(a) Each	\$42.50	\$395.00	\$120.00	P2JM X
	Monthly Rate	Nonrecurring Charge		USOC
2. Interoffice Channels, 0 - 8 miles				
(a) Per channel	\$27.20	\$225.00		3LB1S
(b) Each mile or fraction thereof	1.65	-		3LB2S
3. Interoffice Channels, 9 - 25 miles				
(a) Per channel	27.20	225.00		3LB3S
(b) Each mile or fraction thereof	1.65	-		3LB4S
4. Interoffice Channels, over 25 miles				
(a) Per channel	27.20			3LB5S
(b) Each mile or fraction thereof	1.65	-		3LB6S
5. Analog Data Bridging (Optional Feature)				
(a) Per Port	17.00	65.00		BQ 9



**B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE**

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

**B108.3.3 Rates and Charges**

**B. SynchroNet Service**

		Monthly Rate	Nonrecurring Charge		USOC	
			First	Additional		
1.	Digital Local Channel, each					(O)
	(a) 2.4 Kbps	\$45.00	\$405.00	\$255.00	1RSD2	(O)
	(b) 4.8 Kbps	45.00	405.00	255.00	1RSD4	(O)
	(c) 9.6 Kbps	45.00	405.00	255.00	1RSD9	(O)
	(d) 19.2 Kbps	45.00	405.00	255.00	1RSD3	(O)
	(e) 56.0 Kbps	50.00	445.00	295.00	1RSD5	(O)
	(f) 64.0 Kbps	50.00	490.00	340.00	1RSD6	(O)
2.	Node Channel Termination, each					(O)
	(a) 2.4 Kbps	8.00	28.00	25.00	2UN24	(O)
	(b) 4.8 Kbps	8.00	28.00	25.00	2UN48	(O)
	(c) 9.6 Kbps	8.00	28.00	25.00	2UN96	(O)
	(d) 19.2 Kbps	8.00	28.00	25.00	2UN19	(O)
	(e) 56.0 Kbps	22.00	28.00	25.00	2UN56	(O)
	(f) 64.0 Kbps	22.00	28.00	25.00	2UN64	(O)
3.	Digital Interoffice Channel					
			Monthly Rate	Nonrecurring Charge	USOC	
a.	0 - 8 miles					(O)
	(1) Per channel					(O)
	(a) 2.4, 4.8, 9.6 and 19.2 Kbps		\$16.00	\$62.00	3LBAA	(O)
	(b) 56.0 and 64.0 Kbps		29.00	62.00	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		2.00	-	3LBBA	(O)
b.	9 - 25 miles					(O)
	(1) Per channel					(O)
	(a) 2.4, 4.8, 9.6 and 19.2 Kbps		16.00	62.00	3LBCA	(O)
	(b) 56.0 and 64.0 Kbps		29.00	62.00	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		2.00	-	3LBDA	(O)

**B108. OBSOLETE SERVICE OFFERINGS - CUSTOM NETWORK SERVICE**

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

(O)

**B108.3.3 Rates and Charges (Cont'd)**

(O)

**B. SynchroNet Service (Cont'd)**

(T)(O)

	<b>Monthly Rate</b>	<b>Nonrecurring Charge</b>	<b>USOC</b>	
3. Digital Interoffice Channel (Cont'd)				(O)
c. Over 25 miles				(O)
(1) Per channel				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	<b>\$16.00</b>	<b>\$62.00</b>	<b>3LBEA</b>	(O)
(b) 56.0 and 64.0 Kbps	<b>29.00</b>	<b>62.00</b>	<b>3LBEA</b>	(O)
(2) Each mile or fraction thereof				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	<b>1.00</b>	-	<b>3LBFA</b>	(O)
(b) 56.0 and 64.0 Kbps	<b>2.00</b>	-	<b>3LBFA</b>	(O)
4. MultiPoint Service/Bridging (Optional Feature)				(O)
Per local or interoffice channel bridged <sup>1</sup>				(O)
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	<b>10.00</b>	<b>5.00</b>	<b>6BN</b>	(O)
(b) 56.0 Kbps	<b>10.00</b>	<b>5.00</b>	<b>6BN</b>	(O)

**Note 1:** This option may not be available in all service locations.

(O)