

Effective: November 29, 1993

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.1 Rate Categories (Cont'd)

(E) Surcharge for Special Access Service

(M)

(1) General

Special Access Services provided under this tariff may be subject to the monthly Special Access Surcharge.

(2) Application

The Special Access Surcharge will apply to each interstate Special Access Service that terminates on an end user's PBX or other device where, through a function of the device, the Special Access Service interconnects to the local exchange network. The Surcharge will apply irrespective of whether the interconnection function is performed in equipment located at the customer's premises or in a Centrex CO-type switch.

The monthly Special Access Surcharge applies to special access facilities on a per voice equivalent basis as shown in the following example:

<u>Special Access Facility</u>	<u>Voice Grade Equivalent</u>		<u>Surcharge</u>		<u>Monthly Charge</u>
Group	12	x	\$25	=	\$300.00
DS1	24	x	\$25	=	\$600.00

(M)

Certain material appearing on this page formerly appeared on Page 282.

(This page filed under Transmittal No. 61.)

Effective: August 1, 1991

ACCESS SERVICE

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.1 Rate Categories (Cont'd)
- (E) Surcharge for Special Access Service (Cont'd)
 - (2) Application (Cont'd)

In the case of multipoint special access facilities, one Special Access Surcharge will apply for each termination of a special access circuit at an end user's premises.

The Telephone Company will bill the customer who orders the special access facility the Special Access Surcharge per installation unless the facility is exempt from the surcharge as set forth in (3) following.

- (3) Exemption

The special access facility will be exempted from the monthly surcharge upon receipt of the customer's written certification for the following Special Access Service terminations:

- 1) an open-end termination in a Telephone Company switch of an FX line, including CCSA and CCSA-equivalent ONALs; or
- 2) an analog circuit termination that is used for radio or television program transmission; or
- 3) a termination used for TELEX service; or
- 4) a termination that by the nature of its operating characteristics could not make use of Telephone Company common lines such as terminations which are restricted through hardware or software; or
- 5) a termination that interconnects either directly or indirectly to the local exchange network where the usage is subject to Carrier Common Line charges, such as where the special access facility accesses only FGA and no local exchange lines, or special access facility between customer points of termination, or special access facility connecting CCSA or CCSA-type equipment (inter-machine trunks); or
- 6) a termination that the customer certifies to the Telephone Company is not connected to a PBX or other device capable of interconnecting the special access facility to a local exchange subscriber line.

Written certification for exemption must include the reason the service is exempted from the surcharge using the categories of exemption as stated above. An ASR may be used for exemption certification, provided all information as required by this section is included. The Telephone Company will bill the surcharge to all customers who have not provided valid exemption certification.

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.1 Rate Categories (Cont'd)

(E) Surcharge for Special Access Service (Cont'd)

(3) Exemption (Cont'd)

The Telephone Company will cease billing the Special Access Surcharge when certification that the Special Access facility has become exempt from the surcharge, as set forth preceding, is received. If the status of the special access facility was changed prior to the receipt of the exemption certification, the Telephone Company will credit the customer's account, not to exceed ninety days, based on the effective date of the change specified by the customer in the letter of certification.

(4) Rate USOC Monthly Rate

Surcharge for Special Access Service

- Applicable to all jurisdictions of the Issuing Carriers listed on Title Pages 2 and 2.1.

- Per Voice Grade Equivalent S25 \$25.00

(F) Special Access Cross Connect for EIS (T)

The Special Access Cross Connect charge provides the communications path between Telephone Company provided DS0 (DDS operating at 64Kbps or Fractional T1 bandwidths), DS1 or DS3 Circuit Termination or Circuit Mileage and a customer's transmission equipment and facilities where the customer is provided EIS as defined in Section 17. The Special Access Cross Connect charge may also provide the communications path between a customer's transmission equipment and facilities where the customer is provided EIS and EIS arrangements of another customer. The Special Access Cross Connect is available as DS0, DS1 or DS3 connections. The DS0 Cross Connect can accommodate 64Kbps DDS and Fractional T1 bandwidths of 128 Kbps, 256 Kbps and 384 Kbps. The Cross Connect arrangement may be connected directly to Telephone company provided 64Kbps DDS or Fractional T1/DS0, DS1 or DS3 services or to a Telephone Company provided 64 Kbps DDS or Fractional T1/DS0, DS1, or DS3 multiplexing arrangement. The Cross Connect charge applies per DS0 (64Kbps), DS1, or DS3 connection. (C)

Fractional T1 service can be designed to carry various DS0 combinations. Therefore, The DS0 Cross Connect charge for Fractional T1 will be assessed as follows:

- 128 Kbps: 2 DS0 Cross Connects
- 256 Kbps: 4 DS0 Cross Connects
- 384 Kbps: 6 DS0 Cross Connects

Rates for DS0, DS1, and DS3 Cross Connect arrangements listed in Section 7.11.5 will apply in addition to the other rates and charges as specified in Section 17. (C)

Effective: November 25, 1994

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications and Regulations

7.2.1 Rate Categories

(G) DS1 Term Payment Plan (TPP)

(N)

(1) Description

The DS1 Term Payment Plan (TPP) allows customers term discounts for DS1 circuit termination. A customer may select this service for either a single state or multi-state level. TPP is offered for a 1, 2, 3, or 5 year service commitment period for the DS1 circuit termination. All TPP DS1 circuit terminations will be billed the same rate, depending on the length of the term selected by the customer.

(2) Rate Changes

Decreases in the TPP monthly recurring circuit termination rates will be passed on to subscribers of the plan.

(3) Commitment Levels

To initiate a TPP, on either a single state or multi-state plan, the minimum commitment is as shown below.

Number of States	Minimum Number of Circuit Terminations
1	25
2	50
3	75
4	100
5 and over	125

The commitment levels will be met if the customer has the minimum number of DS1 TPP circuit terminations in service. If the customer has committed to more than the minimum number of circuit terminations required, as shown above, an allowance of minus 2% or plus 5% will be considered as having met the commitment level.

(N)

Effective: November 25, 1994

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications and Regulations

7.2.1 Rate Categories

(G) DS1 Term Payment Plan (TPP)

(N)

(4) Changes to Commitment Levels

Written notice must be submitted by the customer to change the commitment level of DS1 circuit terminations. If, as the result of increasing or decreasing the commitment level, service is changed from a TPP to a DS1 standard arrangement, or from a standard arrangement to a TPP arrangement an ASR will be required within 30 days for all services changed. Only one TPP arrangement will be allowed per customer for each term period. Penalties for decreasing the commitment level are discussed in 7.2.1(G)(8).

(5) TPP Plan Enrollment

When the customer elects to enroll in a TPP they must specify, in writing, the enrollment date (which will be the anniversary date) and the commitment level. The specified enrollment date must be within 30 days of receipt. The customer must also select whether the TPP will be a single state or multi-state plan and specify the states to be included. By the specified date the customer must issue ASRs to add DS1 circuit terminations to the TPP and/or convert standard arrangement to the TPP to fall within the commitment range specified in 7.2.1(G)(3).

(N)

Effective: November 25, 1994

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications and Regulations

7.2.1 Rate Categories

(G) DS1 Term Payment Plan (TPP)

(6) Annual Review

Each customer's TPP will be reviewed annually. The customer will be notified in writing as to the status of the TPP. This notification will inform the customer of any TPP DS1 circuit terminations that must be converted. If the customer has increased the number of DS1 circuit terminations from the initial commitment beyond the range specified in 7.2.1(G)(3), he will have the option of increasing the commitment level for the remainder of the plan. If the customer chooses not to increase the commitment level of DS1 circuit terminations for the remaining year(s) of the plan, he must convert the increased number of DS1 circuit terminations to the standard payment plan. The DS1 circuit terminations that are converted to the standard payment plan will not be eligible for reconversion to the TPP for a ten month period. The customer may decrease the commitment level at the time of the annual review and pay the applicable penalties for the amount of DS1 circuit terminations being decreased. The customer will have 30 days from receipt of this notification to convert DS1 circuit terminations.

If the customer does not take action during the 30 day period, the commitment level will be automatically changed to the number of TPP DS1 circuit terminations in effect at the anniversary date. Penalties will apply as set forth in 7.2.1(G)(8).

(N)

(N)

Effective: November 25, 1994

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications and Regulations

7.2.1 Rate Categories

(G) DS1 Term Payment Plan (TPP)

(N)

(7) TPP Conditions

If a DS1 service has two DS1 circuit terminations, to include this service as part of a TPP, both DS1 circuit terminations must be in the TPP.

After enrolling in the plan, the customer may add or delete DS1 circuit terminations rated at the specified term period rate at any time during the plan. For example, if the customer agrees to a 2 year TPP, they may add DS1 circuit terminations at any time at the 2 year TPP rate.

Individual states can not be added or deleted during the plan period.

A customer may subscribe to only one plan for each term period within a given state.

(8) Penalties for Failing To Meet Commitment

When the number of TPP Services at the annual review is less than the acceptable commitment range, the following penalty charges will apply, based on the difference between the commitment level less 2% and the number of TPP services in effect at the annual review. For example, if the commitment level is 100 and the customer has 90 DS1 TPP circuit terminations at time of annual review, the penalties described below will be applied to the difference of 98 (2% less than 100) and 90, which would be 8 in this example.

- (a) The penalties charged during the first year of the TPP will be the full MRC for 4 months plus 10% of the MRC for the remaining number of months.
- (b) The penalties charged during the subsequent years of the TPP will be 10% of the MRC for 4 months plus 10% of the MRC for the remaining number of months.

(N)

Effective: November 25, 1994

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications and Regulations

7.2.1 Rate Categories

(G) DS1 Term Payment Plan (TPP)

(N)

(9) TPP Nonrecurring Charge

Customers subscribing to a TPP will be assessed a nonrecurring charge per circuit termination except in the following conditions:

- when converting standard arrangement circuit terminations to a TPP.

(10) Changes in Length of a TPP Period

Prior to the expiration of a TPP period, the customer may elect to convert to a new TPP period of the same or different length, subject to the following conditions:

- no credit will be given for the new payment period for payments made under the original TPP arrangement
- NRCs will not be reapplied for existing service(s)
- if the new TPP period is shorter in length than the time remaining under the existing TPP, the change to the new TPP period constitutes a disconnect of the existing TPP service and termination liability charges will apply
- the rates for the new period will be the rates currently in effect at the time of the change.

(N)

Effective: April 7, 1995

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications and Regulations

7.2.1 Rate Categories

(G) DS1 Term Payment Plan (TPP)

(11) Renewal Options

At the expiration of a TPP period, the customer may select a new TPP period or convert to a month to month payment plan. If the customer fails to make this selection, the Telephone Company will notify the customer and continue one additional month of TPP billing. If the customer does not select a new payment plan within 30 days from the expiration date, billing will automatically convert to the DS1 month to month payment plan.

At the expiration of the TPP period, if the customer renews at the DS1 quantity in service at the end of his previous TPP, or a greater quantity, and makes no change in the selected states, then any penalties that may need to be assessed at the first anniversary of the renewal period will be assessed as set forth in 7.2.1(G)(8)(b). The rates for the renewal period will be the rates in effect at the time of the renewal.

(12) Upgrade to Higher Speed Service

The customer may upgrade service to a higher speed during a TPP period. The upgraded service will be subject to all appropriate NRCs.

If both of the following conditions exist, the commitment level will be decreased by the number of TPP DS1 circuit terminations that are (Z) upgraded to a higher speed service.

- The customer must notify GTE in writing in addition to the ASR.
- The higher speed service period must be longer in length than the time remaining under the TPP.

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Categories, Applications and Regulations7.2.1 Rate Categories(H) Optional Payment Plan (OPP)(1) General

- (a) The terms and conditions specified herein are applicable to Fractional T1 Service (FT1).
- (b) Only the Circuit Termination rate element is available under an OPP. All other associated rate elements or additional features are available at the minimum month-to-month tariffed rates and regulations.
- (c) FT1 Circuit Termination rates will not be greater than minimum month-to-month tariffed rates and regulations.
- (d) Three year and five year OPP rates will be equal to or less than the one year OPP rates. Decreases to the one year OPP will flow through to the three year and five year OPP.
- (e) Payment periods of one year, three year, and five year are available to all customers at the applicable rates set forth in 7.11.5(A) (Z) regardless of when they subscribe to an OPP arrangement.
- (f) The customer must designate on the ASR the payment period for the OPP.
- (g) Inside moves, provided in accordance with 7.2.1(D)(4), will not incur termination liability charges.
- (h) Outside moves, provided in accordance with 7.2.1(D)(4)(B), will allow the customer to retain the same OPP payment period. Any other move will be treated as a disconnect of the service and termination liability charges will apply.

Effective: November 22, 1997

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications and Regulations

7.2.1 Rate Categories

(H) Optional Payment Plan (OPP)

(N)

(2) Changes in Length of OPP Period

Prior to the completion of the selected OPP period, the customer may elect to convert to a new OPP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original OPP arrangement.
- Nonrecurring charges will not be reapplied for existing service(s).
- If the new OPP period is shorter in length than the time remaining under the existing OPP, the change to the new OPP period constitutes a new disconnect of the existing OPP service and termination liability charges apply.

(3) Renewal Options

- (a) At the expiration of an OPP period, the Telephone Company will automatically renew the service at the same OPP period unless the customer chooses to convert to a different OPP period, convert to month-to-month rates or discontinue service.
- (b) Conversion to a different OPP period will require the customer to submit a change order ASR. Conversion to a different OPP period will be allowed without application of any nonrecurring or ordering charges.
- (c) Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. If no other changes are ordered, no NRCs will apply.

(N)

Effective: November 22, 1997

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications and Regulations

7.2.1 Rate Categories

(H) Optional Payment Plan (OPP)

(N)

(4) Notification of Discontinuance

An ASR for discontinuance of an OPP arrangement must be received by the Telephone Company at least thirty (30) days prior to actual disconnect of service. Monthly charges will apply for a period of thirty (30) days from the date the Telephone Company received disconnect notification or until the requested disconnect date, whichever period is longer.

(5) Upgrade to Higher Speed Service

Customers may elect to upgrade service to a higher speed during an OPP period, subject to the following conditions:

- The upgraded service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s) or meets the requirements set forth in 7.2.1(D)(B)(2).
- If the upgrade involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center is the same one associated with the customer designated location.

(N)

(This page filed under Transmittal No. 225.)

Effective: November 22, 1997

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications and Regulations

7.2.1 Rate Categories

(H) Optional Payment Plan (OPP)

(N)

(6) Termination Liability

When an OPP service is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the OPP period in effect at the time of disconnect.

One Year OPP - 50% of any remaining portion of the first year's recurring charges.

Three Year OPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, the customer will be liable for 10% of the total monthly recurring charges in that time period.

Five Year OPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, the customer will be liable for 20% of the total monthly recurring charges in that time period.

(7) Termination Without Liability

During an OPP period, should the currently effective rate for a customer's service increase, the customer may, at their option, terminate the OPP arrangement without penalty or liability.

A customer may change the number of channels of an N x 56 Kbps or N x 64 Kbps service to another higher value of N (where N = 2, 4, or 6), subject to the following rate applications:

- The changes service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will no apply as long as the changed service remains connected at the same point of termination(s) or meets the requirements of 7.2.1(D)(4)(B)(2).
- If the change involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center is the same one associated with the customer designated location.

(N)

ACCESS SERVICE**7. Special Access Service (Cont'd)****7.2 Rate Categories, Applications, and Regulations (Cont'd)****7.2.2 Minimum Periods**

The minimum service period for all services except part-time and occasional Video and Program Audio services and High Capacity DS3 services is one month. The minimum service period for part-time Video and Program Audio Services is one day even though the service will be provided only for the duration of the event specified on the order (e.g., one-half hour, two hours, five hours, etc.). The minimum period for High Capacity DS3 Service is that period requested by the customer as set forth in Section 7.2.6 (B) following.

(N)

(N)

(N)

(N)

7.2.3 Application of Daily and Monthly Rates**(A) Daily Rates**

Daily rates are recurring rates that apply to each 24 hour period or fraction thereof that a Video or Program Audio Special Access Service provided for part-time or occasional use. For purposes of applying daily rates, the 24 hour period is not limited to a calendar day.

Part-time Program Audio or Video Service ordered on one Access Service Request and provided within a consecutive 30 day period will be charged the daily rate, not to exceed an amount equal to the monthly rate. For each subsequent day or part day, a charge equal to 1/30th of the monthly rate shall apply.

(B) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a Special Access Service is provided. For billing purposes, each month is considered to have 30 days.

Effective: August 1, 1991

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.4 Facility Hubs and Multiplexing

A customer has the option of ordering Voice Grade facilities or High Capacity facilities (i.e., Group, Supergroup, Mastergroup, DS1, DS1C, DS2, DS3 or DS4) to a facility hub for multiplexing to individual services of a lower capacity or bandwidth (e.g., Telegraph, Voice, Program Audio, etc.). Additionally, the customer may specify optional features for the individual circuits derived from the facility to further tailor the circuit to meet specific communications requirements.

Some of the types of multiplexing available include the following:

- from higher to lower bit rate
- from higher to lower bandwidth
- from digital to voice frequency circuits

A hub is a Telephone Company designated wire center at which multiplexing functions are performed.

Different locations may be designated as hubs for different facility capacities, e.g., multiplexing from digital to digital may occur at one location while multiplexing from digital to analog may occur at a different location. When placing an Access Service Request the customer will specify the desired hub. The National Exchange Carrier Association Tariff FCC No. 4 identifies serving wire centers, hub locations and the type of multiplexing functions available.

Effective: May 17, 1993

ACCESS SERVICE

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.4 Facility Hubs and Multiplexing (Cont'd)

Point to point services may be provided on circuits of these facilities to a hub. The transmission performance for the point to point service provided between the customer designated premises will be that of the lower capacity or bit rate.

The Telephone Company will commence billing the monthly rate for the facility to the hub on the date specified by the customer on the Access Service Request. The customer will be billed for a High Capacity or Voice Grade Circuit Termination, Circuit Mileage, Special (C) Access Cross Connect and the multiplexer for the service at the time (C) the facility is installed. Individual services utilizing these facilities may be installed coincident with the installation of the facility to the hub or may be ordered and/or installed at a later date, at the option of the customer. Individual service rates (by service type) will apply for a Circuit Termination and additional Circuit Mileage (as required) for each channelized service. These will be billed to the customer as each individual service is installed.

Cascading multiplexing occurs when a high capacity circuit is demultiplexed to provide circuits with a lesser capacity and one of the lesser capacity circuits is further demultiplexed. When cascading multiplexing is performed, whether in the same or a different hub, a charge for the additional multiplexing unit also applies. When cascading multiplexing is performed at different hubbing locations, Circuit Mileage charges also apply between the hubs.

Although not requiring multiplexing, the Telephone Company will designate certain hubs for Video and Program Audio Services. Full-time service will be provided between a customer designated premises and a hub and billed accordingly at the monthly rates set forth in 7.6.5 and 7.7.4 for a Circuit Termination, and Circuit Mileage and Optional Features and Functions as applicable. The customer may order part-time and occasional Program Audio or Video services as needed between the hub and a second customer designated premises. The rate elements required to provide the part-time or occasional service (i.e., Circuit Termination, and Circuit Mileage and Optional Features as applicable) will be billed at daily rates for the duration of the service requested.

ACCESS SERVICE

7. **Special Access Service** (Cont'd)
- 7.2 **Rate Categories, Applications, and Regulations** (Cont'd)
- 7.2.5 **Shared Use Analog and Digital High Capacity Services**

Monthly charges for a DS1 or DS3 high capacity shared used facility will be apportioned between Switched* and Special Access based on the relative proportion of channels used for Switched and Special Access in the following manner.

If the facility is ordered as Special Access, rating as Special Access will continue until such time as a portion of the available capacity is used to provide Switched Access Service*. As individual channels are activated for Switched Access, monthly charges will be apportioned between Switched and Special Access based on the number of channels used for Switched Access and the number of remaining channels on the Special Access facility according to the following formula: 1) the total shared use charge is equal to the Monthly Switched Access Charge times the number of channels used for Switched Access divided by 24 for DS1 or 672 for DS3 plus the monthly Special Access Charge times the number of channels remaining for Special Access divided by 24 for DS1 or 672 for DS3.

If the facility is ordered as Switched Access, rating as Switched Access* will continue until such time as a portion of the available capacity is used to provide Special Access service. As individual channels are activated for Special Access, monthly charges will be apportioned between Switched and Special Access based on the number of channels used for Special Access and the number of remaining channels on the Switched Access Facility according to the following formula: 1) the total shared use charge is equal to the Monthly Special Access Charge times the number of channels used for Special Access divided by 24 for DS1 or 672 for DS3 plus the monthly Switched Access Charge times the number of channels remaining for Switched Access divided by 24 for DS1 or 672 for DS3.

The monthly switched and special access rate used will be the appropriate rate (Special Access Circuit Termination, Circuit Mileage-Fixed and Per Mile*, and/or Multiplexer rates, and Switched Access Entrance Facility, Direct-Trunked Transport and/or Multiplexer rates) for the underlying shared use facility, e.g., if the underlying facility is a special access DS3 service, the corresponding Switched Access DS3 Transport will be used to determine the Switched Access monthly charges.

* Shared Use Analog and Digital High Capacity Services, are not available for arrangements between service (T) areas listed under 7.1.10. (T)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Categories, Applications, and Regulations (Cont'd)7.2.6 DS3 High Capacity* (C)

(A) DS3 (44.736 Mbps) High Capacity is provided on a protected basis, at three levels of capacity as follows:

- 1 DS3 individual noncapacity system
- 3 DS3 capacity system
- 12 DS3 capacity system

Within each three or twelve capacity system, a customer may order individual and/or multiple DS3 Circuit Terminations up to the maximum number of individual channels available within each system. A customer may order the same or different level of DS3 capacity systems for the customer locations at which two-point DS3 service is terminated. DS3 service is provided with an electrical interface unless otherwise specified by the customer. Expanded Interconnection Services (EIS) are not available with DS3 services provided with an optical interface.

Rates are applied dependent on the DS3 system ordered by the customer (one, three or twelve). A separate Circuit Termination rate applies for the first DS3 in a three or twelve capacity system and for each additional Circuit Termination in the three capacity system (maximum of two) and in the twelve capacity system (maximum of eleven) ordered by the same customer between the same locations. The appropriate Nonrecurring Charge will apply for each Circuit Termination installed and each additional Circuit Termination in a three and twelve capacity system. DS3 Circuit Terminations ordered as an individual noncapacity system will be charged at the same rate regardless of the quantity of DS3 services ordered. Special Access Circuit Mileage* elements, Fixed (C) and Per Mile, apply in accordance with Section 7.2.1 (B). Circuit Mileage rates do not vary with capacity and are the same for all minimum service periods.

(B) Minimum Service Periods

DS3 service is offered under four minimum service periods, each with different rate levels. The minimum service periods are 1, 3, 5 and 7 years. The customer must specify the minimum service period at the time the service is ordered. Each DS3 service within a three/twelve capacity system can have a different minimum service period. Each DS3 Circuit Termination of a two-point DS3 service must have the same minimum service period.

* DS3 High Capacity service may be provided between service areas shown under 7.1.10, where facilities (N) and conditions permit. (N)

ACCESS SERVICE

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.6 DS3 High Capacity (Cont'd)

- (B) Minimum Service Periods

The customer may select a longer minimum service period at any time, without penalty or application of nonrecurring charges, to obtain the lower recurring rates associated with a longer minimum service period. When the customer selects this option, the customer will receive full credit for the amount of time the service was provided under the shorter minimum service period. For example, if a customer, who initially ordered DS3 service under a one-year minimum service period, after six months decides to select the three year minimum service period, the customer will have a remaining obligation period of 30 months. The new recurring charges will apply subsequent to the effective date of the new minimum service period.

- (C) Expiration of Service Periods

At the expiration of a service commitment period, the customer may select a new DS3 commitment period. If the customer does not select a new minimum service period within 60 days from the expiration date, billing will remain at the current service period and a new DS3 service period will begin based on the previously effective service period. All terms and conditions, including subsequent Termination Liabilities will apply to the new DS3 Period.

Customers with expired service periods for the Individual System, Three System and Unlimited System DS3s, prior to the effective date of this tariff offering will have up to 180 days to select a new commitment service period. If the customer does not select a new service period within 180 days of the effective date of this tariff, billing will remain at the current service period and a new DS3 minimum service period will begin based on the last service period. The beginning date of the new service period will be the date immediately following the expiration date of the expired service period. This does not apply to the grandfathered DS3 Group System service offerings.

- (D) Discontinuance Without Liability - DS3 Minimum Service Period

Rates for DS3 service may vary during the minimum service period, however, should the recurring charges for a customer's DS3 service increase, in aggregate, by more than 10% from the original recurring charges during the minimum service period, the customer may, at their option, terminate the DS3 service without penalty or liability.

(This page filed under Transmittal No. 305)

Effective: March 26, 1999

ACCESS SERVICE

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.6 DS3 High Capacity (Cont'd)
- (E) Discontinuance With Liability - DS3 Minimum Service Period

When a DS3 service is discontinued prior to the end of the minimum service period, the customer will be liable for a percentage of the total monthly charges for the remaining portion of the minimum service period. This charge will be based on the rates in effect at the time of disconnect. The customer's total liability is dependant upon the number of months remaining within the year that the service is discontinued times the liability rate for that year plus the total monthly charges for each annual period remaining in the minimum service period times the applicable liability rate. The liability rates for each year of the minimum service period are as follows

<u>Year In Which Service Is Discontinued</u>	<u>Liability Rate</u>
1	45%
2	30%
3	25%
4	20%
5	15%
6	10%
7	5%

(C)
|
(C)

For example, if a customer with a seven year minimum service period discontinues DS3 service after six months within the 4th year, the customer will be liable for 20% of the total monthly charges for six months, 15% of the total monthly charges for the 5th year, 10% of the total monthly charges for the 6th year and 5% of the total monthly charges for the 7th year. (C)

Effective: December 15, 1994

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.6 DS3 High Capacity (Cont'd)

(E) Discontinuance With Liability - DS3 Minimum Service Period (Cont'd)

When customers with a minimum service period arrangement of three years or greater established on or prior to September 17, 1992, discontinue service they are eligible for limitation of the (C) termination liability as set forth below.

(D)

(D)

Customer liability will be calculated as previously stated but will be limited to:

The dollar difference between 1) the amount the customer has already paid and, 2) any additional charges that the customer would have paid for service if the customer had taken a shorter term offering corresponding to the term actually used. (C)

(D)

(This page filed under Transmittal No. 107.)

Effective: December 15, 1994

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.6 DS3 High Capacity (Cont'd)

(E) Discontinuance With Liability - DS3 Minimum Service Period (Cont'd)

For example, if a customer with a seven year minimum service period discontinues service after six months within the third year, the customer liability will not exceed:

(Three year monthly rate - seven year monthly rate) x 42 months

(C)

(D)

(D)

(F) Notification of Discontinuance

Notice of discontinuance must be given by the customer at least thirty days prior to actual discontinuance. Monthly charges will apply for a period of thirty days from the date the Telephone Company receives discontinuance notification or until the requested discontinuance date, whichever period is longer.

(G) Upgrade to a Larger Capacity System

At the customer's option, upgrades from a smaller capacity system to a larger capacity system will be allowed. All appropriate NRCs for the larger capacity system will apply. Credit will not be given for any number of months the original system was maintained. A new minimum service period will be required for the larger capacity system.

(D)

(This page filed under Transmittal No. 107.)

ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Categories, Applications, and Regulations (Cont'd)7.2.6 DS3 High Capacity (Cont'd)

(N)

(H) Downgrade to a Smaller Capacity System

Downgrades from a larger capacity system to a smaller capacity system will not be allowed without the full assessment of the liabilities described in (E) preceding for the original larger system, plus the full application of all charges for the smaller system. Credit will not be given for any number of months the original system was maintained. A new minimum service period will be required for the smaller capacity system.

(I) Service Disconnect

When a customer requests the disconnect of a DS3 service in the three/twelve capacity system, the disconnect steps are applied on a last in, first out basis. When only the First DS3 service exists on a three/twelve capacity system, that service will be disconnected.

(J) Conversion to Tariff - ICB DS3 Service

All Individual Case Basis (ICB) DS3 service arrangements will be converted to general tariff rates no later than one year from the effective date of this filing.

When an ICB DS3 customer paid a higher Nonrecurring Charge (NRC) for installation and a lower Monthly Recurring Charge (MRC) for DS3 service than is applicable under the general DS3 tariff offering, a credit will be made to the customer's account, less any benefit received for the lower MRC, for the excess amount. The credit will be calculated and the customer will be informed of the amount within 30 days after the customer either converts to general DS3 tariff service or terminates the ICB DS3 service. The credit amount will be applied to the customer's bill as a lump sum. The credit amount will be calculated as follows:

$$\text{NRC Credit} = (\text{ICB NRC}) - (\text{Effective Tariff NRC}) - (\text{MRC Benefit}) \quad (\text{N})$$

Effective: April 1, 1992

ACCESS SERVICE

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.6 DS3 High Capacity (Cont'd)
- (J) Conversion to Tariff - ICB DS3 Service (Cont'd)

The MRC benefit is equal to the present worth of the difference between the current MRC and the ICB MRC, discounted at one percent per month in service. In no event will the MRC benefit be less than zero. This calculation is shown below:

$$\text{MRC Benefit} = (\text{Current MRC} - \text{ICB MRC}) \times \frac{(1+i)^n - 1}{i \times (1+i)^n}$$

n = Number of months in service

i = Monthly interest rate expressed as a decimal (.01)

For purposes of determining the current general DS3 NRC amount, the ICB service will be matched to the general DS3 offering based on capacity size (1, 3 or 12), and the rate plan term (1, 3, 5 or 7) closest to the ICB's Maximum Termination Liability (MTL) period. For example, if an ICB DS3 was provided at the customer's request on a three capacity DS3 system with a ten year MTL, then the ICB NRC would (T) be compared to the current rate for a three capacity system with a seven year rate plan.

Effective: June 30, 1996

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.7 MetroLAN Circuit Mileage

(A) Description

MetroLAN Circuit Mileage provides DS1 facilities between two or more serving wire centers located on a Telephone Company fiber optic ring. MetroLAN Circuit Mileage is provided at a flat-rate per month charge per DS1 facility, per LAN traversed regardless of the number of miles (T) the circuit is routed on the fiber ring.

(B) Conversion of Existing DS1 Circuit Mileage

Current DS1 Circuit Mileage can be replaced by MetroLAN. Customers must submit an ASR to convert existing DS1 Circuit Mileage to MetroLAN.

(C) Discontinuance of Service

If a DS1 Circuit Termination is discontinued, the MetroLAN portion of the circuit will also be discontinued.

MetroLAN Circuit Mileage may be converted to standard special access Circuit Mileage rates (i.e., per airline mile) at any time at no charge.

(D) Continuation of Service Off the Ring

MetroLAN DS1 circuits can be routed any distance on a fiber optic ring. When the DS1 circuit leaves the ring for continuation on the network, normal tariff rates will be assessed for the portion of the route not on the ring.

(E) Service Availability

MetroLAN DS1 Circuit Mileage is available to all DS1 customers in the Telephone Company serving areas in which fiber optic rings are deployed. The wire centers in which MetroLAN is available are identified in NECA Tariff FCC No. 4. MetroLAN is provided between serving wire centers located on the same fiber optic ring within the following Telephone Company metropolitan serving areas:

<u>Jurisdiction</u>	<u>Metropolitan Serving Area</u>
Missouri	Branson
Virginia	Dale City/Mannassas

(This page filed under Transmittal No. 181.)