

**ZiPLY Fiber Northwest, LLC  
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Unified Business Identifier Number (UBI): 313-013-420

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A complete copy of this Catalog is available at the following website address: [www.ziPLYfiber.com](http://www.ziPLYfiber.com)

Place the service(s) will be provided:

These Services are offered within LATA 674 outside the Company's exchanges as described in maps filed with the WUTC, except  
as  
otherwise specified in other sections of this Catalog for specific services.

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<sup>1</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

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EXPLANATION OF ABBREVIATIONS

ACAT	-	Additional Cooperative Acceptance Testing
ANSI	-	American National Standards Institute
ATM	-	Asynchronous Transfer Mode
B(e)	-	Excess Burst Size
BSE	-	Basic Service Element
CBR	-	Constant Bit Rate
CDL	-	Customer Designated Location
CDVT	-	Cell Delay Variation Tolerance
CFA	-	Customer Facility Assignment
CIR	-	Committed Information Rate
CLP	-	Competing Local Provider
CPE	-	Customer Provided Equipment
CRS	-	Cell Relay Service
CUG	-	Closed User Group
DLCI	-	Data Link Connection Identifier
FRS	-	Frame Relay Service
IC	-	Interexchange Carrier
ICB	-	Individual Case Basis
ICD	-	International Code Designator
IOF	-	Interoffice Facility
ISDN	-	Integrated Services Digital Network
ISP	-	Internet Service Provider
LAN	-	Local Area Networks
LATA	-	Local Access and Transport Area
Mbps	-	Megabits per second
MBR	-	Maximum Burst Rate
MBS	-	Maximum Burst Size
MRC	-	Monthly Recurring Charge
MSA	-	Metropolitan Statistical Area
NECA	-	National Exchange Carrier Association
NNI	-	Network-to-Network Interface
NRC	-	Nonrecurring Charge
NST	-	Nonscheduled Testing
ONA	-	Open Network Architecture
OOA	-	Out of Area
OC	-	Optical Carrier
OC-N	-	Optical Carrier Rate
PVC	-	Permanent Virtual Circuit
SAL	-	Special Access Line
SCR	-	Sustained Cell Rate
SONET	-	Synchronous Optical Network
SPOC	-	Single Point of Contact
SWC	-	Serving Wire Center
TPP	-	Term Payment Plan
TSR	-	Telecommunications Service Request
UNI	-	User-to-Network Interface
WUTC	-	Washington Utilities and Transportation Commission

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**DEFINITIONS**

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APPLICATION OF CATALOG

This Catalog sets forth the service offerings, rates, terms and conditions applicable to the provision of certain "out of area" Services furnished by ZiPLY Fiber Northwest, LLC d/b/a ZiPLY Fiber (hereinafter referred to as the Company) within the State of Washington, and subject to the jurisdiction of the Washington Utilities and Transportation Commission (WUTC or Commission.) Services set forth herein are offered for intrastate, intraexchange and intrastate interexchange application where facilities and conditions permit as specified in other sections of the Catalog. These Services are offered within LATA 674 outside the Company's exchanges as described in maps filed with the WUTC, except as otherwise specified in other sections of this Catalog for specific services.

General regulations, terms, conditions and charges as specified in other Catalogs or Tariffs of the Company apply, where appropriate, unless otherwise specified in this Catalog.

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GENERAL REGULATIONS

A. Undertaking of the Company

Scope

The Company shall be responsible only for the installation, operation, and maintenance of the Services that it provides pursuant to this Catalog.

The Company will, for maintenance purposes, test its Service only to the extent necessary to detect and/or clear troubles. Testing beyond normal parameters will be done as described in Section 6, Miscellaneous Services.

When authorized by the Customer the Company may, if it chooses, act as the Customer's agent for ordering dedicated access lines or facilities provided by other companies to allow connection of the Customer's locations to the Company's network or to the network of an underlying carrier.

The Company will bill the Customer, and the Customer will be responsible for, all charges the Company incurs in providing Services, including recurring and nonrecurring charges and any time and material charges the Company incurs in ordering dedicated access lines or facilities from other companies as provided in the preceding paragraph.

Service is provided on a term commitment basis, e.g., one or more years, except as otherwise specified in the Catalog, and is available twenty-four hours daily, seven days per week.

GENERAL REGULATIONS

A. Undertaking of the Company (Continued)

Limitations

The Customer may not assign or transfer the use of Service provided under this Catalog except that, where there is no interruption of use or relocation of the Service, such assignment or transfer may be made to:

- another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such Service, and the unexpired portion of the minimum period and the termination liability applicable to such Service, if any; or
- a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such Service, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. All regulations and conditions contained in this Catalog shall apply to such assignee or transferee.

The assignment or transfer of Service does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

The provisioning and restoral of Service may be affected by the National Security and Emergency Preparedness (NSEP) Telecommunications Service Priority System (TSP) under the applicable FCC rules, 47 CFR § 64.401. See the Zipty Fiber Northwest, LLC Facilities for Intrastate Access Tariff, WN U-16, Section 6, TSP rates, terms and conditions.

The Company does not warrant that its facilities and Services meet standards other than those described in this Catalog.



GENERAL REGULATIONS

A. Undertaking of the Company (Continued)

Liability

The Company's liability to any person, if any, for willful misconduct is not limited by this Catalog. With respect to any other claim or suit by a Customer or any person for damages associated with the installation, provision, termination, maintenance, repair or restoration of Service, or use of the Service by Customer to provide service to third parties, and subject to the following two provisions, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the Service for the period during which the provision of Service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this Catalog as a credit allowance for a provision of Service interruption.

The Company shall not be liable for any act or omission of any other carrier or customer providing or using a portion of a Service, nor shall the Company, for its own act or omission, hold liable any other carrier or customer providing or using a portion of a Service. The Company shall not be liable in the event the Company relies on information provided by the Customer, Customer's designated agent or another carrier if the information is determined to be in error or subject to differing interpretation. The Company will work cooperatively with the Customer, Customer's agent or other carrier to resolve any such errors or misunderstandings within the scope and in a manner consistent with this Catalog.

The Company shall be indemnified, defended and held harmless by the Customer or third parties receiving service from Customer against any claim, loss or damage arising from the use of Service offered under this Catalog. The foregoing indemnity shall issue on the Customer or third parties receiving service from Customer who shall each be responsible for its own acts and omissions, involving:

Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;

Claims for patent infringement arising from combining or using the Service furnished by the Company in connection with facilities or equipment furnished by the Customer; or third parties receiving service from Customer; or

All other claims arising out of any act or omission of the Customer or third parties receiving service from Customer in the course of using Service provided pursuant to this Catalog.

GENERAL REGULATIONS

A. Undertaking of the Company (Continued)

Liability (Continued)

The Company does not guarantee or make any warranty with respect to its Service when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer or any third party receiving service from Customer from any and all claims by any person relating to the Service so provided.

Except in the case of willful misconduct, under no circumstances whatever shall the Company be liable for indirect, incidental, special or consequential damages, and this disclaimer shall be effective notwithstanding any other provisions hereof.

No license under patents is granted by the Company to the Customer or shall be implied or arise by estoppel in the Customer's favor with respect to any circuit, apparatus, system or method used by the Customer in connection with Service provided under this Catalog. With respect to claims of patent infringement made by third persons, the Company will defend, indemnify, protect and save harmless the Customer from and against all claims arising out of the use by the Customer of Service provided under this Catalog.

The Company's failure to provide or maintain Service under this Catalog shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions of following.

GENERAL REGULATIONS

A. Undertaking of the Company (Continued)

Provision of Service

The furnishing of Service under this Catalog is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's existing or planned facilities as well as facilities the Company may obtain from other providers, from time to time, to furnish Service as required at the sole discretion of the Company.

The Company reserves the right to limit or to allocate the use of existing facilities, Service or of additional facilities offered by the Company when necessary because of lack of facilities or due to some cause beyond the Company's control.

Service provided to a Customer under this Catalog may be connected directly to Customer facilities and/or may be connected to access facilities of another telephone company or companies in the joint provision of intrastate services(s).

Installation and Termination of Service

The Service provided under this Catalog, as specified in this section under Provision of Service, will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a CDL, and will be installed by the Company to such point of termination.

Maintenance of Service

The Service provided under this Catalog shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any Service provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

GENERAL REGULATIONS

A. Undertaking of the Company (Continued)

Changes and Substitutions

Except as provided for equipment and systems subject to 47 CFR § 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change, or rearrange any telephone plant used in providing Service under this Catalog, change minimum network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished or existing Services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change, or rearrangement materially affects the operating characteristics or technical parameters of the Service, as originally ordered by the Customer, the Company will notify the Customer in writing prior to making such substitution, change or rearrangement. Notification will be given as follows:

- Should a major change occur, the Company shall notify the Customer at least one year in advance. A major change is described as any change in telephone plant, which will affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.).
- Should a minor change occur, the Company shall notify the Customer at least thirty calendar days in advance. A minor change is described as any change in telephone plant, which will not affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.).

The Company will work cooperatively with the Customer relative to the redesign and implementation required by the change in operating characteristics.

GENERAL REGULATIONS

A. Undertaking of the Company (Continued)

Discontinuance and Refusal of Service

Unless the provisions in B., Use, Interference or Impairment apply, if the Customer fails to comply with the provisions in Section A, Undertaking of the Company, Maintenance of Service; Section C, Obligation of the Customer, Damages and Section D, Payment Arrangements and Credit Allowances, Payment of Charges and Deposits, including any payments to be made by it on the dates or at the times herein specified, and fails within thirty calendar days after written notice, by certified mail, from the Company to a person designated by the Customer to correct such noncompliance, the Company may discontinue the provision of Service to the noncomplying Customer. In case of such discontinuance, all applicable charges shall become due.

If the Customer repeatedly fails to comply with the provisions of this Catalog in connection with the provision of Service(s) and fails to correct such course of action after notice as specified in (A), the Company may refuse applications for additional Service to the noncomplying Customer until the course of action is corrected.

The Company shall deny Service to a nonregistered telecommunications company that intends to use the requested Service to provide telecommunications for hire, sale or resale to the general public, or portion thereof, within the state of Washington. When applying for Service from this Catalog, Customer shall state in writing if Customer will use the Service to provide service to others.

The Company may discontinue Service without notice, in the event of the Customer's use of equipment in such a manner as to adversely affect the Company's equipment or service to others.

GENERAL REGULATIONS

A. Undertaking of the Company (Continued)

Restoral of Service

Conditions for restoral of Service can be found in Washington Administrative Code (WAC) 480-120-173.

Preemption of Service

In certain instances, i.e., when spare facilities and/or equipment are not available, it may be necessary to preempt existing services to provision or restore National Security Emergency Preparedness (NSEP) Services. If, in its best judgment, the Company deems it necessary to preempt, then the Company will ensure that:

- A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision or restore NSEP Service.
- The service(s) preempted have a lower or do not contain NSEP assigned priority levels.
- A reasonable effort is made to notify the preempted service customer of the action to be taken.

A credit allowance for any preempted service shall be made in accordance with the provisions specified in Section D, Payment Arrangements and Credit Allowances, Credit Allowances for Service Interruptions, General.

GENERAL REGULATIONS

B. Use

Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by Customer and associated with the Service provided under this Catalog shall not interfere with or impair service over any facilities of the Company, its connecting and concurring carriers, or other telephone companies involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities, or create hazards to their employees or to the public.

Except as provided for equipment or systems subject to 47 CFR § 68.108, if such characteristics or methods of operation are not in accordance with Section A of this Catalog, the Company will, where practicable, notify the Customer, as appropriate, that temporary discontinuance of the use of Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of Service if such action is reasonable in the circumstances. In case of such temporary discontinuance the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of Service as specified in Section D, Payment Arrangements and Credit Allowances, Credit Allowances for Service Interruptions is not applicable.

Unlawful Use of Service

Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such Service is being used in violation of law. The Company will refuse to furnish Service when it has reasonable grounds to believe that such Service will be used in violation of law.

The Company may, without notice, discontinue Service in the event of unauthorized or fraudulent use of Service, or other use in a manner not permitted by this Catalog. In the event of such use of Service, the Customer shall pay the Company all damages the Company suffered from such use as reasonably estimated by the Company, including but not limited to the loss in revenues to the Company that would have or should have billed pursuant to application of the Catalog but for the improper use. These damages include, but are not limited to, any revenues the Company would have received or costs the Company would not have incurred if such use had not taken place. Whenever Service is discontinued hereunder, the Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate the improper use and to pay damages to the Company. Customer will indemnify and hold the Company harmless for all claims, including third party claims, in the event of such improper use of the Service.

Without notice, the Company may discontinue Service by reason of any order or decision of a court or other government entity.

GENERAL REGULATIONS

C. Obligation of the Customer

Damages

The Customer shall reimburse the Company for damages to the Company facilities utilized to provide Service under this Catalog caused by the negligence or willful act of, or improper use of the Company facilities by, the Customer, or any other person authorized by the Customer to use the Service, or due to malfunction of any facilities or equipment provided by other than the Company. The Company will, upon reimbursement for damages, cooperate with the Customer, at Customer's expense, in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment. The amount of reimbursement shall be the actual cost of repair to the damaged facilities including labor costs as specified in Section 6, Miscellaneous Services, C, Rates and Charges.

Theft

The Customer shall reimburse the Company for any loss through theft of facilities, apparatus, or equipment utilized to provide Service under this Catalog at the CDL or at the Customer's premises. The amount of reimbursement shall be the actual cost for replacement of facilities, apparatus, or equipment lost, plus labor costs as specified in Section 6, Miscellaneous Services, C, Rates and Charges of this Catalog.

Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company at no charge, equipment space and electrical power required by the Company to provide Service under this Catalog at the points of termination of such Service. The equipment space provided shall meet industry standard environmental conditions. The selection of ac or dc power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, repairing or removing facilities of the Company.



GENERAL REGULATIONS

C. Obligation of the Customer

Availability for Testing

Service provided under this Catalog shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the Service in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

Design of Customer Services

Subject to the provisions in Section A, Undertaking of the Company, Changes and Substitutions, the Customer shall be solely responsible at its expense for the overall design of its services. The Customer shall be responsible separately, at its own expense, for any redesigning or rearrangement of services from other providers which may be required because of changes in Service, operations or procedures of the Company, minimum network protection criteria or operating or maintenance characteristics of the Service.

GENERAL REGULATIONS

C. Obligation of the Customer

Claims and Demands for Damages

With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the Service provided under this Catalog, any circuit, apparatus, system or method provided by the Customer or third parties receiving service from Customer.

The Customer shall defend, indemnify and save harmless the Company from and against suits, claims, and demands by third persons arising out of the construction, installation, operation, maintenance, or removal of circuits, facilities, or equipment connected to the Company's Service provided under this Catalog including, without limitation: Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses or other authority to acquire or operate the Service provided under this Catalog; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees or third parties receiving service from Customer.

Coordination With Respect to Network Contingencies

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters that affect telecommunications services.

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances

Payment of Charges and Deposits

1. The Company may require deposits to the extent allowed by applicable Commission rules. The Company may, in order to safeguard its interests, require a Customer, that has a proven history of late payments to the Company, or does not have established credit, to make a deposit prior to or at any time after the provision of the Service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that is a successor of a company, that has established credit and has no history of late payments to the Company. A deposit for a Customer with no prior service with the Company may not exceed the actual or estimated rates and charges for the Service for a two-month period.

If past service has been provided to the Customer, and a deposit is required, the deposit may not exceed two months' customary use for an applicant or customer with previous verifiable service of the same class, or two months' estimated use for an applicant or customer without previous verifiable service. Customary use is calculated using charges for the previous three months' service.

The Company will require an applicant for Service (initial occurrence only) to pay an overdue, unpaid prior obligation to the Company for the same class of service, or to make arrangements satisfactory to the Company. The Company will allow, an initial use, and then, once every five years dating from the Customer's most recent use of the option, an option to pay a prior obligation over a six-month period. If an applicant or Customer defaults on a payment agreement such default shall constitute grounds for discontinuance of Service. The Company will restore temporarily disconnected Service upon payment of the first installment if an applicant or Customer is entitled to the payment arrangement provided for in this section.

The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the Service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance, that may remain, will be refunded. After the Customer has established a one-year prompt payment record, such a deposit will be refunded or credited to the Customer's account at any time prior to the termination of the provision of the Service to the Customer. For the period the deposit is held by the Company, the Customer will receive simple annual interest at a rate prescribed by the Commission in accordance with WAC 480-120-128(2).

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances

Payment of Charges and Deposits (Continued)

2. Where the provision of Service requires facilities that meet any of the conditions specified in Section 7, Special Construction will apply.
3. The Company shall bill Services on a current basis for (a) all charges incurred, (b) applicable taxes, fees, surcharges, and (c) credits due the Customer.
  - (1) Ancillary and Miscellaneous services shall be billed in arrears.
  - (2) Special Access, Direct-Trunked Transport and Multiplexing elements shall be billed in advance except for the charges and credits associated with the initial or final bills. The initial bill will also include charges for the actual period of Service up to, but not including, the bill date. The unused portion of the Service already billed will be credited on the final bill.

The Customer may receive its bill in 1) a paper format or 2) via electronic transmission in a manner offered by the Company. Such bills are due when rendered regardless of the media used.

Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period as set forth in Minimum Periods following will be prorated to the number of days based on a 30 calendar day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances

Payment of Charges and Deposits (Continued)

4. All bills to the Customer are due 31 calendar days (payment date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval and regardless of the media utilized. In the event the Customer does not remit payment in immediately available funds by the payment date, the Service(s) may be discontinued as specified in Section A, Undertaking of the Company, Discontinuance and Refusal of Service.

(1) If the entire amount billed is not received by the Company in immediately available funds by the payment date, an additional charge (late payment charge) equal to 1.5% (or the maximum amount allowed by law, whichever is lower) may apply to any unpaid past due balance and will be applied for each month or portion thereof that an outstanding balance remains. The late fee begins to accrue no sooner than the 25th calendar day after the billing date. In the event that the Company incurs fees or expenses, including collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer, and the Customer will pay all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency.

The Customer is responsible for payment of all charges for Service furnished to or used by the Customer's agents, servants, employees, customers, guests or invitees. The Customer is also responsible for payment of charges for all other third persons' use of Service to which the Customer subscribes.

A late payment charge may apply to disputed amounts withheld pending settlement of the dispute. The Company will assess or credit late payment charges on disputed amounts to the Customer as follows:

If such a payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the Customer as follows:

If such a payment date falls on a Sunday or on a Holiday, which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday, which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances

Payment of Charges and Deposits (Continued)

4. (Continued)

- (2) In the event of a billing dispute, the Company requests the Customer to submit a written explanation of the disputed amount. If the claim is received within 6 months of the payment due date, and the Customer has paid the total billed amount, any interest credits due the Customer upon resolution of the dispute shall be calculated from the date of overpayment. If the claim for the disputed amount is received more than 6 months from the payment due date, any interest credits due the Customer upon resolution of the dispute shall be calculated from the later of the date the claim was received or the date of overpayment. A credit will be granted to the Customer for both the disputed amount paid and an amount equal to the percentage rate as prescribed by the Commission in accordance with WAC 480-120-128(2).

The Company will assess or credit late payment charges on disputed amounts to the Customer as follows:

- If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no late payment charges will apply.
- If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment charge as specified in 4, (1) preceding.
- If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, the Customer shall be credited for each month or portion thereof that the late payment charge as specified in 4, (1) preceding may have been applied. In the event the Customer has paid the late payment charge, a credit will be granted to the Customer for both the late payment charge paid on the disputed amount and an amount equal to the percentage rate prescribed by the Commission in accordance with WAC 480-120-128.

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances

Payment of Charges and Deposits (Continued)

4. (Continued)

(2) (Continued)

If notice from the Customer of a dispute as to charges is not reported in writing to an authorized billing agent or received in writing by the Company within two years after the date the charges are incurred, the billing will be conclusively considered correct.

The Customer shall be responsible for payments of all charges applicable to the Service, including in cases where the Service was accessed in a manner not authorized by the Customer.

The Company reserves the right to examine the credit record or other available external sources of credit of an applicant or Customer. The Customer whose Service has been disconnected for nonpayment of bills shall pay any unpaid balance due to the Company before Service is restored, and a deposit may be required.

The Company shall make no refund of overpayment by the Customer unless the claim for such overpayment, together with proper evidence, is applicable by law. In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits and adjustments have been applied.

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances

Minimum Periods

The minimum periods for which Service is provided and for which rates and charges are applicable are found in Section 4, Ordering Conditions, B, Telecommunication Service Request (TSR), Minimum Period.

The minimum periods for which Service is provided and for which rates and charges are applicable for Special Construction on an Individual Case Basis are described in Section 7, Special Construction.

For discontinuances of Service with a one-month minimum period, all applicable charges for the one-month period will apply. For discontinuance of Service prior to completion of the specified term period, see Termination Liability in this Section.

Cancellation of a TSR

Provisions for the cancellation of a TSR are described in Section 4, Ordering Conditions, B, Telecommunication Service Request (TSR), Cancellation of a TSR.



GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances

Credit Allowance for Service Interruptions

General

Service is interrupted when it becomes unusable to the Customer because of a failure of a component used to furnish Service under this Catalog, or when the Service was preempted as a result of invoking NSEP treatment. A credit allowance will be made for the period in excess of 30 minutes the Service is interrupted. An interruption period starts when Company personnel receive an out-of-service report from the Customer that the Service is inoperative.

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate or the Minimum Monthly Charge for Services so rated for the Services interrupted in any one monthly billing period.

A credit allowance for any Service will apply for the period specified as follows unless otherwise addressed in this Catalog:

A credit allowance will be made for an interruption period of 30 minutes or more. The allowance will be calculated at the rate of 1/1440 of the monthly charge for the portion of the Service affected, for each 30 minutes or major fraction thereof that the interruption continues. A major fraction is considered to be sixteen minutes or more beyond the 30-minute period.

GENERAL REGULATIONS

D. Payment Arrangements and Credit Allowances

Credit Allowance for Service Interruptions (Continued)

When Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the Customer or others using service provided by Customer.
- (2) Interruptions of Service due to the failure of equipment or systems provided by the Customer or others.
- (3) Interruptions of Service during any period in which the Company is not afforded access to the premises where the Service is terminated.
- (4) Interruptions of Service during an agreed upon period when the Customer has released Service to the Company for maintenance purposes, to make rearrangements, or for the implementation of a TSR for a change in the Service. A credit allowance will apply for the period beyond the agreed upon period should the maintenance, rearrangement, or TSR implementation interruption period extend beyond the agreed upon period.
- (5) Interruptions of Service, which continue because of the failure of the Customer to authorize replacement of any element of Special Construction, as described in Section 7. The period for which no credit allowance is made begins on the seventh calendar day after the Company's written notification to the Customer of the need for such replacement and ends on the day after receipt of the Customer's written authorization for such replacement.
- (6) Periods when the Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

GENERAL REGULATIONS

E. Use of an Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period the Service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

F. Individual Case Basis (ICB) Contract Arrangement

Customer requests for services falling outside the parameters of this Catalog will, as permitted by and consistent with applicable regulatory requirements, be evaluated by the Company, and if determined to be feasible, be reflected in an appropriate ICB contract, including ICB rates, charges, terms and conditions. All terms and conditions as specified in this Catalog, or by reference other applicable Company Catalogs or Tariffs, will apply unless otherwise specified in the contract between the Company and the Customer.

G. Temporary Surrender of Service

In certain instances, the Customer may be requested to surrender Service for purposes other than maintenance, testing or activity related to a TSR. If the Customer consents, or in the instance of preemption under NSEP treatment as described in this section, a credit allowance will be granted. The credit allowance will be determined in accordance with provisions outlined under Credit Allowance for Service Interruptions in this section.

H. Jurisdictional Determination

In those instances where the Company cannot determine the jurisdictional nature of the Service, the Customer will be required to provide this information as described below.

If the Customer's estimate of the interstate traffic on the Service involved constitutes 10% or less of the total traffic on that Service, the Service will be ordered and provided in accordance with the applicable rules and regulations of this Catalog.

GENERAL REGULATIONS

I. Termination Liability

General

In the event the Service is terminated by the Customer prior to completion of the current term commitment period, the Customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

$$25\% \times \text{MRC} \times \# \text{ of Lines/Channels/Paths} \times \text{Remainder of Term} = \text{Termination Charge}$$

Early Termination Charges

Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the Service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the Customer may terminate the Service without incurring an early termination charge.

End of Term Options

Prior to the end of the term commitment period, the Customer may select one of the following options, to be effective at the end of the term:

- Renew their term commitment,
- Commit to a new term period,
- Arrange for a change of Service to another Service, or
- Arrange for termination of the Service.

In the event the Customer does not select one of the above options, the Customer will be converted to the shortest-term period available under Catalog (i.e., month-to-month, one year, etc.) for the same Service, and will be subject to the applicable term commitment, if any, unless the Customer terminates the Service within sixty (60) days of the conversion date.

GENERAL REGULATIONS

I. Termination Liability (Continued)

Early Termination Liability

Early termination charges will not be assessed under the following circumstances:

Customer renegotiates a new term commitment plan for the same Service before the current term commitment expires and the total revenue of the new term commitment is equal to or greater than the remaining total revenue of the current term commitment; or

Customer changes to another Service or upgrades Service to a higher speed or capacity under a term commitment, provided the following conditions are met:

- The total revenue of the new term commitment is equal to or greater than the remaining total revenue of the current term commitment,
- The Company provides the new Service via Catalog, Tariff or on an individual case basis (ICB), and
- The order to discontinue the existing Service and the order for the new or upgraded Service are received by the Company at the same time.

Termination Applicability

General Regulations set forth in the preceding affect only those Services that reference this section for termination liability application. Termination liability as specified for other services shown elsewhere in the Company's Catalogs or Tariffs applies in lieu of the above.

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DEFINITIONS

Bandwidth

Term denotes in hertz the approximate size of the channel or termination and represents the difference between the highest and lowest frequencies of a band.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty-hour workweek.

Channel

A path for communication between two or more telephones or Company offices, furnished in such a manner as the Company may elect, whether by wire, radio, or a combination thereof.

Channelize

The term "Channelize" denotes the process of multiplexing-demultiplexing circuits using analog or digital techniques.

Circuit

The term "Circuit" denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

Commission

The regulatory body of the State of Washington, namely the Washington Utilities and Transportation Commission.

DEFINITIONS

Company

ZiPLY Fiber Northwest, LLC d/b/a ZiPLY Fiber

Customer

Denotes any individual, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that subscribes to the Services offered under this Catalog. If Customer is a telecommunications provider or otherwise uses the Service to provide service to others, it alone will be the Company's Customer and in no event will its customers be deemed Company's Customers under this Price List.

Customer Designated Location (CDL)

The term Customer designated location (CDL) denotes a location specified by the Customer for the purpose of terminating Services. The Company must have access to the location to perform installation, testing, and maintenance functions. CDLs include locations such as Customer premises or some other point where telephone company testing can occur. Customers may designate a CDL.

Customer Premise

The Customer's premises, including a Customer designated non-Company premises.

Data

Information represented as characters in digital or analog form to which meaning can be assigned.

Digital Transmission

Information transmitted using digitally encoded signals.



DEFINITIONS

DS-1

Facilities that provide for the two-way transmission of isochronous bipolar serial data at a rate of 1.544 Mbps.

DS-3

Facilities that provide for the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps (28 DS1s).

Facility (or Facilities) and Facility Provider

The term facility generically denotes the various transmission media used for the transmission of telecommunication services offered by the Company. This includes, but is not limited to, cable (copper pair, coaxial and fiber optic) and microwave radio equipment. The Company may be required to lease facilities from other facility providers in order to complete the Service offered to the Customer in which case, the Company will act as a single point of contact for the Customer in the provisioning of the Service.

Hub Wire Center

A Hub Wire Center is a Company designated serving wire center at which bridging or multiplexing arrangements are provided. Bridging is used to connect three or more CDLs in a multipoint arrangement. The multiplexing arrangements channelize analog or digital facilities to individual services requiring a lower capacity bandwidth.

DEFINITIONS

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and includes U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Individual Case Basis (ICB)

The term "Individual Case Basis" (ICB) denotes a condition where the Customer's request for service falls outside of the scope of this Price List. If service is offered, such service, based on Customer's unique circumstances, will be reflected in a separate contract specifying applicable rates, terms and conditions.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denote any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, within a LATA or between two or more LATA's.

Internet Service Provider (ISP)

A provider of access to the Internet and the World Wide Web.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" (LATA) denotes a geographic area for the provision and administration of communications service. It encompasses designated Access Areas, which are grouped to serve common social, economic, and other purposes.

DEFINITIONS

National Security Emergency Preparedness (NSEP) Services

"National Security Emergency Preparedness (NSEP) Services" denotes telecommunications services, which are used to maintain a state of readiness or to respond to and manage any event or crisis (local, national or international), which causes or could cause injury or harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

Nonrecoverable Costs

The term "Nonrecoverable Cost" denotes the cost of specially constructed facilities for which the Company has no foreseeable use should the Customer terminate Service.

NSEP Treatment

The term "NSEP Treatment" denotes the provisioning of a telecommunications service before others based on the provisioning priority level assigned by the Executive Office of the President.

Office Connection

Private line service element that interconnects channels and other service elements to a central office, including access connections and function connections.

Optical Carrier Rate (OC-N)

The term "OC-N" denotes an Optical Networking transmission signal, speed, line rate, or service and may be commonly referred to as follows:

<u>OC-N Rate</u>	<u>Bandwidth Capacity</u>
OC1	51.84 Mbps
OC3	155.52 Mbps
OC12	622.08 Mbps
OC48	2.488 Gbps

DEFINITIONS

Optical Networking Service

Optical Networking is comprised of high-speed SONET based technology providing connectivity at, and transport between, two or more Customer designated locations (CDLs). The Service supports asynchronous bandwidth capacities at 1.5 Mbps and 45 Mbps, in addition to synchronous Optical Carrier (OC) bandwidth capacities at the bit rate applications specified in this Price List. The SONET add/drop multiplexer aggregates lesser bit speed services onto the dedicated SONET ring or the two-point SONET circuit configuration.

Out of Area (OOA)

Areas in Washington State within LATA 674 that are outside of the Company's exchanges as described in maps filed with the WUTC, except as otherwise specified in other sections of this Tariff for specified services.

Plant Test Date

The term "Plant Test Date" denotes the date on which installation is completed and the Company to Customer testing can begin.

Point of Termination

The term "Point of Termination" denotes the point of demarcation of a CDL or Customer's premises at which the Company's responsibility for the provision of Service ends.

Special Access Line (SAL)

Provides the transmission facilities between a Customer designated location (CDL) and the Company's serving wire center.

Service

Any or all Service(s) provided by the Company pursuant to this Price List.

Serving Wire Center/Wire Center

The location in which one or more central office switches, and cross connection equipment used for the provision of Company telecommunications services, are located.

DEFINITIONS

Telecommunications Service Priority (TSP) System

The term "Telecommunications Service Priority (TSP) System" or "TSP System" or "NSEP TSP System" refers to the regulatory, administrative and operational system authorizing and providing for priority treatment (i.e., the provisioning and restoration) of NSEP Services.

Term Commitment Period

An arrangement in which the Company provides Services for specific terms periods, e.g., one or more years.

TSR

Telecommunications Service Request denotes a document (i.e., order) used by the Company to process a Customer's request for intrastate, intraexchange or intrastate interexchange Service provided under this Price List.

V&H Coordinates Method

The term "V&H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula that is based on the Vertical (V) and Horizontal (H) coordinates of the two points.

Wire Center

See Serving Wire Center/Wire Center.

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ORDERING CONDITIONS

A. General

Ordering

This section sets forth the conditions and order-related charges for telecommunications services ordered under this Price List. These charges are in addition to other applicable charges as set forth in other sections of this Price List.

A single Telecommunications Service Request (TSR) may be used to process an order for any quantity of the same type of telecommunications services provided the services are between the same locations and are installed on the same date.

The Customer shall supply all details necessary to complete an order for telecommunications Service(s). The details may include the following: requested service date, Customer name, Customer designated location(s), contact person, interface arrangement, and type of telecommunications Service(s). The Customer must also select a minimum period as defined in this section to complete an order. See Section 2 for conditions regarding Jurisdictional Determination.

ORDERING CONDITIONS

A. General (Continued)

Provision of Other Services

At the Customer's option, Additional Labor and/or Testing may be ordered with a TSR at the same time the TSR is accepted by the Company. Such requests will be considered to be supplemental to the TSR. The rates and charges for these Services, as set forth in other sections of this Price List, will apply in addition to the ordering charges set forth in this section and the rates and charges for the telecommunications services with which they are associated.

The items listed in the preceding Ordering section may be added to the TSR at any time, up to and including the Service date established by the TSR. When ordered subsequently, however, charges for TSR modifications as set forth under Telecommunications Service Order Modifications following will apply.

Special Construction

The regulations, rates and charges for Special Construction in Section 7 of this Price List are in addition to the regulations, rates and charges specified in this section.

B. Telecommunications Service Request (TSR)

A TSR is used by the Company to process orders for telecommunications services requested by the Customer under this Price List:

Service Date Intervals

The time required to provision Service is known as the service date interval. Service date intervals are available to the Customer upon request. The service date intervals will apply to the Services ordered under the TSR. The TSR will specify the quantities of telecommunications services that can be provided between the same locations on the same service date. The Customer may request a service date other than that established pursuant to the service date intervals. The Company, where possible, will establish the service date in accordance with such request, subject, however, to the Price List provisions governing the ordering of Services not covered by the service date intervals.

The Customer requested service date may not exceed the Company offered service date by more than six months.



ORDERING CONDITIONS

B. Telecommunication Service Request (Continued)

Telecommunications Service Order Modification

The Customer may request a modification of the TSR prior to the service date. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such a TSR within normal business hours. If the modification cannot be made with the normal work force during normal business hours, the Company will notify the Customer. If the Customer still desires the TSR modification, the Company will schedule a new service date. All charges for TSR modifications will apply on a per occurrence basis. Where a new TSR may be required the appropriate charges, as set forth in other sections of this Price List will be applicable.

Any increase in the number of telecommunications service circuits will require the issuance of a new TSR for the incremental capacity.

Service Date Change Charge

TSR service dates may be changed; however, a Service Date Change Charge will apply for each service date change after the Plant Test Date on the TSR.

The new service date may not exceed the original service date by more than 30 calendar days. If the requested service date is more than 30 calendar days after the original service date, the Company will cancel the TSR. Cancellation charges will apply and the TSR will be reissued with the new service date except as set forth under Cancellation of a TSR following.

With the agreement of the Company, a new service date may be established that is prior to the original service date, in which case, a Service Date Change Charge will be applicable. See Section 5, Service Charges.

ORDERING CONDITIONS

B. Telecommunication Service Request (Continued)

Telecommunications Service Order Modification (Continued)

Partial Cancellation Charge

Any decrease in the number of Special Access circuits will be treated as a partial cancellation. A Customer may cancel any number of Telecommunications Services circuits. Termination Liability charges as outlined in Section 2, Termination Liability may be applicable to existing Service under a term commitment period.

When a Customer partially cancels the Service ordered on a TSR, charges will apply as follows:

- Except as specified below, when a TSR for Service is partially canceled on or after the Application Date, the charge will be determined by multiplying the total installation nonrecurring charges for the canceled portion of the order by the number of business days that have elapsed since the Application Date and dividing that figure by the number of days in the service interval and adding the applicable Special Access Ordering Charge in Section 5.
- When a Customer cancels part of a TSR for which billing has commenced, cancellation charges, as specified in Cancellation of a TSR in this section, will apply to that part of the TSR being canceled.
- When a TSR for Service is partially canceled on or after the Plant Test Date, the Initial and Subsequent Ordering Charges as described in Section 5 will apply, plus the Installation Charge(s) associated with the items canceled.

Discontinuance of Service

A Customer may discontinue telecommunications services that are in Service at any time. The Company must receive the request for discontinuance of Service at least thirty business days prior to the date on which Service is to be disconnected and billing discontinued unless otherwise specified in the product specific sections of this Price List. The request must be written. The Customer must notify the Company of a delay or cancellation in the discontinuance request prior to the disconnect date. The Company, where possible, will establish the disconnect date in accordance with such request. Billing and Service will then continue until the new requested disconnect date. If a Service is discontinued prior to the expiration of the Term Commitment Period, termination liability charges may apply as set forth in Section 2, Termination Liability.

ORDERING CONDITIONS

B. Telecommunication Service Request (Continued)

Telecommunications Service Order Modification (Continued)

Design Change Charge

The Customer may request a design change to the telecommunications services ordered. A design change is any change to a pending TSR for telecommunications services that requires engineering review. Design changes include such things as the addition or deletion of optional features or minor changes in the interface arrangement. Design changes do not include a change of CDL, Customer premises or Special Access channel type. Changes of this nature will require the issuance of a new TSR and the cancellation of the original TSR. Cancellation charges as specified under Cancellation of the TSR apply. The design change charge will apply to all telecommunications service circuits.

The Company will review the requested change, notify the Customer whether the change can be accommodated and specify if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge will apply on a per TSR occurrence basis for each TSR requiring a design change.

If a change of service date is required, the Service Date Change Charge as set forth in Service Date Change Charge preceding will also apply.

ORDERING CONDITIONS

B. Telecommunication Service Request (TSR) (Continued)

Minimum Period

The Minimum Period for which telecommunications services are provided and for which charges are applicable is:

- One month from the date Service or additions to Service are established, and the minimum charge is the established rate for one month.
- Term commitment period, for rate options offered with a term commitment e.g., one or more years.

Minimum Period Charges

When telecommunications services are discontinued prior to the expiration of the Minimum Period, charges are applicable for the remaining month(s) and/or fraction thereof of the Minimum Period.

The Minimum Period Charge will be determined as follows:

- For term commitment options, the Termination Liability charge is applicable as set forth in Section 2, Termination Liability of this Price List.

Cancellation of a TSR

A Customer may cancel ordered telecommunications services on any date prior to the service date. The cancellation date is the date the Company receives written or oral notice from the Customer that the TSR is to be canceled. The oral notification must be confirmed by written confirmation from the Customer within 10 calendar days. The cancellation date shall be the 31st calendar day beyond the original service day on the TSR.

Telecommunications Services Order costs are considered to have started when the Company incurs any cost in connection with or in preparation of Service, which would not otherwise have been incurred. These costs include but are not limited to preliminary engineering, orders to supplier(s) and other similar items of cost. For purposes of determining cancellation charges, the costs are considered to have started the day the Company is scheduled to complete entering the initial order details into its order distribution systems. For a telecommunications Service order this is known as the Scheduled Issued Date.

ORDERING CONDITIONS

B. Telecommunication Service Request (Continued)

Cancellation of a TSR (Continued)

When a Customer cancels a TSR for the installation of new Service, or a TSR to modify existing Service, charges will apply as follows:

- When a TSR for telecommunications services is canceled on or after the Scheduled Issued Date, the Cancellation Charge is calculated, on a per order basis, by multiplying all the applicable nonrecurring charges for the quantity ordered by the number of business days elapsed since the Application Date, and dividing that figure by the number of days in the service interval (i.e., the number of business days between the Application Date and the last day of the Service Date Interval).
- When a TSR for Service is canceled on or after the Application Date, the Cancellation Charge is calculated, on a per TSR basis, by multiplying the total installation nonrecurring charges for the quantity ordered by the number of business days elapsed since the Application Date, and dividing that figure by the number of days in the service interval. This corresponds to the number of business days between the Application Date and the last day of the service date interval. The Initial and Subsequent Order Charge will also be applied.
- When a Customer chooses to commence billing rather than cancel a TSR for these Services specified in the Service Date Change Charge section preceding, the Customer must submit a TSR prior to calendar day 31 from the original service date and request a service date change. The new service date may not exceed the original service date by more than 120 calendar days. Charges set forth in Telecommunications Service Order Modifications; Service Date Change Charge will only apply for each subsequent service date change request after calendar day 31, not to exceed 120 calendar days.
- When a Customer elects to commence billing, monthly recurring charges will begin accruing at calendar day 31, after the original service date. Upon completion of the TSR, the initial bill for the Service will include these accrued charges and any additional nonrecurring charges in addition to billable charges as specified in this Price List under Section 2, General Regulations; Section 4, Ordering Conditions and Section 7, Special Construction.

If the TSR is not completed within 121 calendar days of the original service date, the TSR will be canceled. Cancellation charges will apply and are calculated as described above. In addition, the Customer will be billed the accrued monthly recurring charges specified above plus any additional nonrecurring charges applicable for the Service. These charges will be computed commencing at day 31 after the original service date up to and including the cancellation date, not to exceed 90 days of service (120 days from the original service date). The Company will not reissue a TSR with a new service date beyond 121 calendar days. It will be the Customer's responsibility to submit a new TSR for telecommunications services, as appropriate.

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ORDERING CONDITIONS

C. Requests for Expedited Service Date

A Customer may request an expedited service date. The Company will provide an estimate of the charges to the Customer in addition to the Service Date Change Charge in Section 5. The Customer must accept the price estimate prior to the Company's performing the request for expediting Service. The actual charges billed to the Customer will be no more than 10 percent over the estimate.

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SERVICE CHARGES

A. General

Nonrecurring charges are one-time charges that apply for specific work activity, (i.e., installation of Service or change to an existing Service.) The types of nonrecurring charges that apply for Service are listed below.

Initial Ordering Charge

This charge applies on a per TSR basis for the following activities:

- Establish initial Service
- Move from one premise to another

Subsequent Ordering Charge

This charge applies on a per TSR basis for modification to an existing Service. This would include activities such as:

- Additions of supplemental features
- Changes to existing Service

Service Date Change Charge

TSR Service dates may be changed; however, a Service Date Change Charge will apply for each service date change after the Plant Test Date on the original TSR. The new service date may not exceed the original service date by more than 30 calendar days. If the requested service date is more than 30 calendar days after the original service date, the Company will cancel the TSR. Cancellation charges will apply as specified in Section 4.



SERVICE CHARGES

A. General (Continued)

Design Change Charge

The Customer may request a design change to the Service ordered. A design change is any change to a pending TSR requiring an engineering review. Design changes include such things as the addition or deletion of optional features or minor changes in the interface arrangement. Design changes do not include a change of CDL, Customer premises or channel type. Changes of this nature will require the issuance of a new TSR and the cancellation of the original TSR.

The Company will review the requested change, notify the Customer whether the change can be accommodated and specify if a new service date is required. If the Customer authorizes the Company to proceed with the design change, a Design Change Charge will apply.

The Design Change Charge will apply on a per TSR per occurrence basis, for each TSR requiring a design change.

If a change of service date is required, the Service Date Change Charge in this Section will also apply.

A TSR is required for new Service or to disconnect Service. All moves are disconnects unless conditions are met as specified in Section 2, Termination Liability.

<u>SERVICE CHARGES</u>		
B. <u>Rates and Charges</u>		<u>Nonrecurring Charge</u>
<u>Ordering Charges:</u>		
<u>Special Access, DS1 &amp; DS3 Service</u>		
Initial Ordering Charge		\$117.42
Subsequent Ordering Charge		64.40
Service Date Change Charge		66.50
Design Change Charge, Per TSR, Per Occurrence		40.96

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MISCELLANEOUS SERVICES

A. General

Miscellaneous Services are furnished subject to availability of facilities and central office capability and are limited to certain areas within the State of Washington as defined by the Out of Area definition in Section 3, Definitions. Miscellaneous Services are subject to the limitations of the equipment and facilities required to provide these Services.

B. Labor and Testing

General

Miscellaneous Services available to the Customer include the Additional Labor and/or Telecommunications Service Testing.

Additional Labor

Additional Labor is that requested by the Customer on a given Telecommunications Service(s) Request and agreed to by the Company as set forth in the following. The Company will notify the Customer that Additional Labor charges, as set forth in C, Rates and Charges following, will apply before any Additional Labor is undertaken. Additional Labor will also apply if the requirement for the additional labor is the fault of the Customer or parties on whose behalf it acts.

Overtime Installation

Overtime installation is that Company installation effort outside of the business day as defined in Section 3. Overtime rates will apply anytime outside the business day and all day Saturday. Premium time rates will apply all day Sunday and on all Company approved holidays. For applicable holidays contact the Company.

MISCELLANEOUS SERVICES

B. Labor and Testing (Continued)

Overtime Repair

Overtime repair is Company repair which could have been performed during the normal business day, but that is delayed at the specific request of the Customer to a later time period, which is outside the normal business day or to a weekend day or holiday. The request will result in the application of overtime rates anytime the repair is outside the business day and all day Saturday. Premium time rates will apply on Sunday and Company approved holidays. These rates will only apply when there is a delay of repair at the request of the Customer to the time periods stated above. Holidays are subject to change. For applicable holidays contact the Company.

Additional Installation Testing

Additional installation testing is that testing performed by the Company at the time of installation, which is in addition to normal pre-service and acceptance testing.

Standby

Standby includes all time in excess of one-half (1/2) hour during which Company personnel are available on standby to make coordinated tests on a given Telecommunications Service. The standby charge applies only when Company personnel must wait more than 30 minutes beyond a prearranged, mutually agreed upon appointment time. Standby charges will cease when testing begins, or when Company personnel are released from the standby requirement, or when testing is rescheduled for a later date or time. Charges will not be applicable if Company or Company's facility provider's personnel cause the delay.

MISCELLANEOUS SERVICES

B. Labor and Testing (Continued)

Telecommunications Services Testing

The Company will, at the request of a Customer, provide assistance in performing specific tests requested by the Customer; however, the Company will only perform maintenance testing for Company facilities within the scope of this Price List.

Additional Cooperative Acceptance Testing (ACAT)

When a Customer provides a technician at its CDL with suitable test equipment to perform the required tests, the Company will provide a technician at its office for the purpose of conducting ACAT.

The labor charges as set forth in C, Rates and Charges following apply to ACAT at the appropriate Basic, Overtime, or Premium rate.

ACAT charges will apply when the Customer requests tests, which are not required to meet the transmission performance parameters as set forth in the Company's Technical Interface Manual.

Nonscheduled Testing (NST)

When a Customer provides a technician at its CDL with suitable test equipment to perform the required tests, the Company will provide a technician at its office (cooperative testing) for the purpose of conducting Nonscheduled Testing (NST). Nonscheduled testing may consist of any test (e.g., loss, noise, slope, envelope delay, etc.), which the Customer may request. NST charges will apply if the trouble is in the facilities of the Customer. If such testing indicates trouble in Company facilities, then the Customer will not be charged. At the Customer's request, the Company will provide a technician at the CDL (manual testing). The labor charges as set forth in C, Rates and Charges following will apply to NST at the appropriate Basic, Overtime, or Premium rate.

Obligation of the Customer

When the Customer subscribes to testing as set forth in this section, the Customer shall make the facilities to be tested available to the Company at times mutually agreed upon.

<u>MISCELLANEOUS SERVICES</u>		
C.	<u>Rates and Charges</u>	
		First Half Hour or <u>Fraction Thereof</u>
	<u>Labor Periods</u>	Each Additional Half Hour or <u>Fraction Thereof</u>
	Basic Time, Business Day, Per Technician	\$29.79
	Overtime, Outside the Business Day, Per Technician <sup>1</sup>	36.26
	Premium Time, Outside the Business Day, Per Technician <sup>1</sup>	42.72
		24.16
		28.47

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SPECIAL CONSTRUCTION

A. General

This describes the various conditions under which the Company provides special construction of facilities in accordance with a Telecommunications Service Request (TSR). Special Construction is provided under an Individual Contract Basis (ICB) contract arrangement. Written approval of all liabilities and charges must be provided by the Customer to the Company prior to the start of construction. Payment is due upon presentation of a bill for the specially constructed facilities. For additional conditions regarding the application of Special Construction see the ZiPLY Fiber Northwest, LLC, Facilities for Intrastate Access Tariff, WN U-16.

B. Conditions Requiring Special Construction

Special construction is required when 1) facilities are not available to meet an order for Service, and 2) the Company constructs facilities, and 3) one or more of the following conditions exist:

- The Company has no other requirement for the facilities constructed at the Customer's request.
- The Customer requests that Service be furnished using a type of facility, or via a route, other than that which the Company would otherwise utilize in furnishing the requested Service.
- The Customer requests the construction of more facilities than is required to satisfy the TSR.
- The Customer requests construction be expedited, resulting in added cost to the Company.
- The Customer requests that temporary facilities be constructed until permanent facilities are available.
- The Customer requests construction of permanent facilities to be used for temporary video broadcast service.
- The Company determines that alternative facilities must be used because the safety of Customers or Company employees would be in jeopardy if standard facilities were placed, or if potential damage to both Company and Customer-provided equipment could occur. If a high voltage or electrical hazard exists, standard conductive facilities will not be used, and special non-conductive facilities must be placed. For example, dangerous conditions would exist when providing standard copper facilities to high voltage transmission power towers where potential "Ground Potential Rise" hazard exists, or where voltage could be conducted away from the tower.

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SPECIAL ACCESS

A. General

This section contains the rules and regulations pertaining to the provisioning of Special Access. The regulations and rates specified herein are in addition to the applicable rates and regulations specified in other sections of this Price List.

Special Access, in this Price List, provides a transmission path to connect the Customer designated location (CDL) for intrastate communications in the Out of Area territory as defined by the Out of Area definition in Section 3, Definitions. Special Access provided to a Customer may be connected directly to Customer facilities, through the Company Hub Wire Centers where bridging or multiplexing functions are performed, and/or may be connected to access facilities of another telephone company or companies in the joint provision of DS1 or DS3 Service.

B. Description

Special Access is based on digital technology providing connectivity at, and transport between, two or more CDLs. Special Access is provided in digital formats that are differentiated by bit rate.

C. Conditions

Special Access is available only in selected Serving Wire Centers (SWC) where technical capabilities permit.

The Customer is responsible for providing all facilities and cabling necessary to connect Customer equipment to the Company's demarcation point.

Customer Facility Assignment (CFA) is controlled by the Company on all access to Customer serving wire centers on the Interoffice Facility (IOF) and extends to the terminating CDL. Should the Customer require control of the facility assignment and order multiplexing on the IOF, the Services from the multiplexer to the Customer serving wire center will be ordered from Section 8, Special Access of this Price List.

It is the Customer's responsibility to ensure that the Customer's equipment provides industry standard electrical signals compatible with DS1 and DS3 digital transmission.

The selection of a Terminating Option is required for terminating the network portion of a SAL at a CDL. Terminating Options provide a clearly delineated interface, which facilitates the design, isolation, and testing of the Special Access.

SPECIAL ACCESS

D. Application of Rates and Charges

The following rate elements apply to Special Access Service:

- Special Access Line (SAL)
- Special Transport Termination
- Special Transport
- Multiplexing Arrangements (DS3 Only)
- Clear Channel Capacity

In any DS1 or DS3 configuration, a minimum of one SAL will be charged.

Special Access Line

The Special Access Line (SAL) element provides the link between the CDL and the Company's Serving Wire Center (SWC) of the CDL. There are two types of SALs:

High Capacity Digital DS1 (1.544 Mbps) Facilities

Special Access Line

A SAL provides the transmission facilities of 1.544 Mbps to a CDL or the facilities between a CDL and the serving wire center.

The applicable 1-, 3- or 5-year rates, per DS1 SAL installed, are set forth in E., Rates and Charges following.

One SAL charge applies per CDL at which the facility is terminated. This charge applies even if the facilities to the CDL do not transit a serving wire center. This charge also applies if two CDLs are served by the same CO or multiplexing is involved.

SPECIAL ACCESS

D. Application of Rates and Charges (Continued)

Special Access Line (Continued)

High Capacity Digital DS3 (44.736 Mbps) Facilities

Special Access Line (SAL)

A SAL provides the transmission facilities of 44.736 Mbps to a CDL or the facilities between a CDL and the serving wire center.

The applicable 1-, 3- or 5-year rates, per DS3 SAL installed, are set forth in E., Rates and Charges following.

One SAL charge applies per CDL at which the facility is terminated. This charge applies even if the facilities to the CDL do not transit a serving wire center.

Special Transport Termination

Special Transport Termination provides the equipment and arrangements necessary to terminate the Special Transport facility at a serving wire center. One Special Transport Termination charge applies for the termination of each end of a Special Transport facility for DS1 or DS3 offerings.

SPECIAL ACCESS

D. Application of Rates and Charges (Continued)

Special Transport

When there is a Hub Wire Center involved, the Special Transport mileage will be measured from the Hub Wire Center to the serving wire centers of each of the CDLs connected to the hubbed facilities. Mileage is computed for each section and rates are applied accordingly. However, when a Special Access facility is routed through a Hub Wire Center for purposes other than Customer specified such as bridging or multiplexing (e.g. the Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the wire centers serving the CDLs.

The transport is mileage sensitive. The monthly rate for the mileage is calculated on the airline distance between the serving wire centers involved (i.e., CDL serving wire center or Hub Wire Center or WATS Serving Office). The airline distance is based on the Vertical (V) and Horizontal (H) coordinates of the wire centers comprising each segment of the connection. The rates for the mileage are applied per airline mile. The serving wire center V&H coordinates and the method of calculation are specified in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

Where the calculated miles include a fraction, the value is always rounded up to the next full mile. Where the calculated value is zero, no Special Transport mileage is charged.

The Transport is provided at a monthly recurring charge, per airline mile.

SPECIAL ACCESS

D. Application of Rates and Charges (Continued)

Multiplexing Arrangements (DS3 Only)

Multiplexing provides for arrangements to convert a single higher capacity or bandwidth circuit for bulk transport to several lower capacity or bandwidth circuits. Multiplexing is only available at the Company designated Hub Wire Center arranged for multiplexing. DS3 to DS1 is an arrangement that multiplexes twenty-eight DS1 digital circuits to a single DS3 digital circuit at a rate of 44.736 Mbps, or multiplexes a single DS3 digital circuit at a rate of 44.736 Mbps to twenty-eight DS1 digital circuits.

Clear Channel Capability

An arrangement that allows the Customer to transport 1.536 Mbps of information through a DS1 with no constraint on the quantity or sequence of one (mark) and zero (space) bits, utilizing the Bipolar with Eight Zero Substitution (B8ZS) method of providing bit sequence independence.

This arrangement is capable of transporting DS1 signals which utilize Superframe or Extended Superframe Format (ESF) as defined by the American National Standards Institute (ANSI) T1.107-1988 standard. The installation interval for Clear Channel Capability may exceed standard intervals where equipment in the central office is not readily available. The charges apply on a per SAL basis.

This arrangement requires the Customer signal at the channel interface to conform to the B8ZS method of providing bit sequence independence, as described in ANSI T1.102-1987 and Section 6103 of the Company Technical Interface Reference Manual.

SPECIAL ACCESS

E. Rate Regulations

General

Special Access Services within this Price List are available in one-, three- or five- year term commitment period. In the event Special Access Service is terminated by the Customer prior to completion of the current term commitment period, the Customer shall be liable for payment of termination liability charges as set forth in Section 2, Termination Liability.

These regulations apply only to Services described in the "Special Access" section of this Price List.

Three and five year rates will be equal to or less than the one-year term commitment rates.

Moves

A move involves a change in the physical location of the point of termination of Special Access. A move normally involves an interruption of Special Access for the period required to complete the move. No credit allowance will be granted for that period. Special Construction charges as outlined in Section 7 may also be applicable at the different CDL. The charge for the move depends on whether the move is within the same CDL or to a different CDL.

A Customer may request that Special Access not be interrupted during a move. To comply with that request, it may be necessary to install a duplicate Special Access, and subsequently discontinue the existing Special Access. Charges, monthly and nonrecurring, will apply for the duplicate Special Access. A new minimum period will be established for the duplicate portion of the Special Access, depending on which end of the Special Access is moved. The Customer will remain responsible for all minimum period charges associated with the corresponding portion of the disconnected Special Access.

Same CDL

When the move of a termination for Special Access is to a new point within the same CDL (same address and/or same building), the charge for the move will be the Subsequent Ordering Charge – Special Access plus an amount equal to one half the Service Installation Charge for the Service being re-terminated. There will be no change in the minimum period requirements. For Service subject to payment plan regulations, the same payment period will remain in force.

Different CDL

When the move is to a different CDL (different address and different building), except as specified below, it will be treated as a disconnect and an installation of Service. The Initial Ordering Charge – Special Access will apply plus the Service Installation Charge for the Service termination(s) affected. Termination Liability will not be assessed if Service is maintained for the remainder of the existing term commitment plan. See Section 2, Termination Liability.



SPECIAL ACCESS

E. Rate Regulations

Renewal Options

Conversion to a different term commitment period will require the Customer to submit a change TSR service order. Conversion to a different term commitment period will be allowed without application of any applicable nonrecurring or ordering charges.

Notification of Discontinuance

A TSR to discontinue a term commitment arrangement must be received by the Company at least thirty (30) days prior to actual disconnection of Service. Monthly charges will apply for a period of thirty (30) days from the date the Company receives the disconnect notification or until the requested disconnect date, whichever is longer.

Upgrade to Higher Speed Service

Customers may elect to upgrade Service(s) to a higher speed or capacity during a term commitment period, subject to the conditions set forth in Section 2, Termination Liability of this Price List.

<u>SPECIAL ACCESS</u>	
F. <u>Rates and Charges</u>	
<u>High Capacity Digital DS1 (1.544 Mbps) Facilities</u>	<u>Monthly Rate</u>
<u>Standard Arrangements</u>	
Special Access Line, <sup>2</sup>	
One Year Term Commitment <sup>3</sup>	\$160.00
Three Year Term Commitment <sup>3</sup>	140.00
Five Year Term Commitment <sup>3</sup>	125.00
Special Transport Termination, per each Wire Center termination	25.00
Special Transport, per air line mile	10.00
Clear Channel Capability, Per Special Access Line	45.00
<u>High Capacity Digital DS3 (44.736 Mbps) Facilities</u>	
<u>Protected DS3 - Electrical Interface</u>	
Special Access Line, <sup>2</sup>	
One Year Term Commitment <sup>3</sup>	1,183.00
Three Year Term Commitment <sup>3</sup>	1,050.00
Five Year Term Commitment <sup>3</sup>	950.00
Special Transport Termination, per each Wire Center Termination	262.00
Special Transport, per air line mile	28.00
DS3 Multiplexing	475.00

<sup>2</sup> A minimum of one SAL will be charged in any DS1 or DS3 configuration.

<sup>3</sup> See Section 2, of this Price List for applicable Termination Liability.

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FRAME RELAY SERVICE

A. General

Frame Relay Service (FRS) is a data communications service that provides for data connectivity between/among widely distributed locations. This connectivity is provided via Permanent Virtual Circuit (PVC) connections implemented over access facilities utilizing a switch dedicated to high-speed data services.

FRS is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of PVCs. Each frame is passed to the Frame Relay network with an address that specifies the permanent virtual circuit.

Variable frame length capability is useful in communications between asynchronous Local Area Networks (LAN) and for transport of synchronous data traffic. FRS is capable of handling the requirements of bursty data sources because of the ability of the Service to allocate additional bandwidth when not in use by other sources.

In operation of FRS, Customer Premises Equipment (CPE), such as routers, encapsulate arriving data into variable length frames. These frames contain information identifying which PVC in the network should be used to forward the frame to the proper destination. The CPE then sends the frame into the Frame Relay network. The Frame Relay switch reads identifying information and routes the frame to the proper destination based on a pre-established PVC path.

The statistical multiplexing Frame Relay switches make the Company's shared network resources generally available to end users of this Service.

The Committed Information Rate (CIR) and Excess Burst Size B(e) are traffic management parameters that allow the Customer to fine tune implementation of FRS.

FRS, as provided for in this Price List, is offered for intrastate use only.

The UNI Port and Access Line Service and Port-Only Service may be ordered by the Customer from this Price List for the Customer's locations within and served by the Company wire centers in LATA 674 where facilities exist. The Customer may, with Service ordered from this Price List, have corresponding PVCs ordered from this Price List, mapped and provided on the Company's network, to other Customer designated locations within the Frame Relay Zones (and served by the designated Company central offices) defined in this Price List under Section K following.

FRAME RELAY SERVICE

B. Definitions

In addition to the definitions in Section 2 of this Price List, the following definitions apply:

Committed Information Rate (CIR)

The maximum information rate at which Customer traffic will be admitted to the network without being designated eligible for discard.

Customer Designated Location (CDL)

The geographic location designated by the Customer at which an access component of the Customer's Service is first considered to enter the Company's network.

Data Link Connection Identifier (DLCI)

The Frame Relay virtual circuit number corresponding to a particular destination which is part of the frame relay header and is usually ten bits long.

Excess Burst Size B(e)

The data rate above the Committed Information Rate (CIR), but less than the port size, at which Customer data will be admitted to the Frame Relay network. All Excess Burst data B(e) admitted to the network will be designated as eligible for discard.

Frame Relay Service (FRS)

A connection oriented fast packet network service that permits the transmission of data at speeds of 56 Kbps to 44.736 Mbps using Permanent Virtual Circuits (PVCs).

FRAME RELAY SERVICE

B. Definitions (Continued)

Maximum Burst Rate (MBR)

The maximum information rate at which Customer traffic will be admitted to the network. Traffic rates in excess of MBR will automatically be discarded on ingress to the network. The Maximum Burst Rate is equal to the sum of the Committed Information Rate (CIR) and Excess Burst Size B(e).

Network-to Network Interface (NNI)

A standard interface used to connect two frame relay services, and includes elements such as bi-directional polling to assist the network service providers in gaining information on the status of the networks being connected.

User-to-Network Interface (UNI)

A standard interface used to connect the end user to the Frame Relay Service network. It receives the data frame from the Customer's Local Area Network (LAN) or other Customer-provided equipment (CPE) devices and verifies that the Data Link Connection Identifier (DLCI) is valid before relaying the frame to the destination end point.

FRAME RELAY SERVICE

C. Service Components

The major components of FRS are:

User-to-Network Interface (UNI) Port and Access Line

Port Only

- UNI Port Only

Permanent Virtual Circuit (PVC) Committed Information Rate (CIR)

PVC CIR Optional Features

User-to-Network Interface (UNI) Port and Access Line - The UNI Port and Access Line forms the component which provides the Customer access to the Customer's serving wire center and interoffice transport from the Customer's serving wire center to the Frame Relay switch. The UNI Port and Access Line is provided for use only with FRS and where facilities and conditions permit.

Port Only - Customers may access Port Only connections via Company-provided digital access facilities or via facilities provided by another carrier. The channel speed of the access channel must be sufficient to accommodate the Frame Relay port speed. When access facilities are provided by the Company, the associated regulations, rates and charges under the appropriate Company Tariff shall apply in addition to the regulations, rates and charges associated with FRS. Company-provided access facilities may also be provisioned under an Individual Case Basis (ICB) contract arrangement. Charges to connect access line services provided by the Company or another carrier may apply and will be billed separately. Any special construction or nonstandard charges assessed by the carrier supplying the access facilities will be the responsibility of the Customer.

UNI Port Only - The UNI Port Only provides for a user to carrier connection (i.e., end user Customer to the Company).

FRAME RELAY SERVICE

C. Service Components (Continued)

Permanent Virtual Circuit (PVC) Committed Information Rate (CIR)

Permanent Virtual Circuits (PVCs) are logical circuits that define a specific path for data sent by the Customer to another location. These circuits are virtual because they are established in software tables and do not tie up capacity when not in use. This also allows multiple paths (PVCs) to be defined on any given port, thereby providing a single access line the capability to transmit data to multiple destinations.

Since multiple PVCs may be defined on one physical port, it is possible for the cumulative Committed Information Rates (CIRs) to exceed the physical bandwidth of that port. This is referred to as over-subscription and when this occurs, the aggregate CIR defined for that port and PVC will not be available at any point in time.

The following type of PVC CIR is available:

Intrazone - An Intrazone PVC is a logical channel path between two Customer Frame Relay ports within the same zone. Frame Relay Zones are found in Application of Rates and Charges following.

PVC CIR Optional Features

Interzone Transport – Interzone transport provides the mapping of a Frame Relay Intrazone PVC across one or more Frame Relay zone boundaries. Interzone Transport is available only with Intrazone PVC CIR at the rates set forth in L, Rates and Charges in this Tariff.

Frame Relay to ATM Service Interworking – Frame Relay to ATM Service Interworking provides for the conversion of Frame Relay packets to ATM cells and the conversion of ATM cells to Frame Relay packets. Frame Relay to ATM Service Interworking is available with Intrazone at no additional charge.



FRAME RELAY SERVICE

D. Technical Specifications

FRS conforms to the transmission specification standards in the following references:

ANSI T1.602 Integrated Services Digital Network (ISDN) – Data Link Layer Signaling Specification for Application at the User-Network Interface – Issued 1989

ANSI T1.606 Frame Relay Bearer Service, Architectural Framework and Service Description – Issued 1990

ANSI T1.617 Integrated Services Digital Network (ISDN) – Digital Subscriber Signaling Specification for Frame Relay Bearer Service – Issued 1991

ANSI T1.618 Integrated Services Digital Network (ISDN) – Core Aspects of Frame Relay Bearer Service – Issued 1991

E. Service Provisioning

FRS is available within the geographic scope of this Price List, including Section A, and where facilities and conditions permit.

FRS is provided to the Customer in the form of the UNI Port and Access Line, UNI Port Only and CIR based PVCs. The UNI Port and Access Line forms the local access component to the Customer's serving wire center. The UNI Port Only includes the electronic equipment necessary to interface the access line to the Frame Relay switch.

PVCs are provisioned on a specified speed and CIR basis, depending upon the Customer's request. The actual throughput of aggregated PVC bandwidths in use at the same time on the same port cannot exceed the port speed.

The maximum CIR allowed is determined by the lower of the two port speeds connected by the PVC. The maximum CIR allowed for port speeds at 1.536 Mbps and below is 75% of the lower of the two port speeds. For port speeds above 1.536 Mbps to 44.736 Mbps, the maximum CIR allowed is 50% of the lower of the two port speeds.

The PVC must be associated with at least one Frame Relay port. A Frame Relay port can be associated with multiple PVCs.

FRAME RELAY SERVICE

E. Service Provisioning (Continued)

The Customer subscribing to a Port Only or Port and Access Line will be referred to as the controller of the Frame Relay port. A separate entity may, as the Company's Customer or controller's user, with written authorization from the controller, subscribe to a PVC that allows communication between entities. A disconnect of a PVC does not result in the disconnect of the underlying access line and port. Only the controller may order the disconnect of the FRS.

The Frame Relay port with PVC CIR capacity may be ordered and billed separately from an associated Frame Relay port and PVC, and can have different Customers as controllers.

F. Special Conditions

Maintenance Window - Occasionally, in order to perform software updates and other maintenance, it may be necessary to take the Frame Relay switch out of service during the predetermined maintenance window of 11:00 p.m. to 8:00 a.m. In these cases, all attempts will be made to notify the Customer in advance as to the time and duration of these outages. The Company reserves the right to temporarily interrupt the FRS at other times in emergency situations.

FRAME RELAY SERVICE

G. Obligations of the Customer

Where FRS is available for use in connection with communications systems or equipment provided by a Customer or user, the operating characteristics of such systems or equipment shall be such as not to interfere with any services offered by the Company. Such use is subject to the general provisions of this Price List, including limitation of liability, as well as, further provisions that the equipment provided by the Customer or user does not endanger the safety of the Company's employees or the public; damage, harm, require change in or alteration of the equipment or other services of the Company; interfere with the proper operation of the Company's equipment or otherwise injure the public in its use of the Company's services. Upon notice from the Company that the equipment provided by the Customer or user is causing, or is likely to cause, such hazard or interference, the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

The Customer, upon request, shall furnish such information as may be required to permit the Company to design and maintain the FRS it offers and to assure that the Service arrangement is in compliance with the regulations contained herein.

It shall be the responsibility of the Customer to ensure the continuing compatibility of the Customer-provided equipment that is used in conjunction with the FRS. The CPE shall be in compliance with the rules and regulations specified in this Price List.

The Customer shall be responsible for obtaining permission for the Company's agents or employees to enter the premises of the Customer at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the Service, removing the Service components of the Company.

At Service subscription, the Customer must specify the CIR and is expected to provide the DLCI and the B(e) for each PVC ordered.

Error correction is the responsibility of the Customer's terminal equipment and/or applications. If the FRS network experiences congestion or failures, Customer data may be discarded. In addition, frames that are received in excess of the Maximum Burst Rate (MBR), with bad addresses, or other errors will be discarded on ingress to the network. The Customer's Frame Relay terminal equipment has the responsibility for retransmitting frames that are discarded due to errors or network congestion.

The Customer is responsible for provisioning the inside wire from the network interface to the Frame Relay compatible equipment.

FRAME RELAY SERVICE

H. Obligations of the Company

The responsibility of the Company shall be limited to furnishing network equipment suitable for FRS and to the maintenance and operation of such equipment in a manner proper for such Service. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by the Customer-provided equipment or system, or for the quality of, or defects in, such transmission or the reception of signals by such equipment or systems.

The Company shall not be responsible for installation, operation or maintenance of any terminal equipment, data unit or communications system provided by a Customer or user. The Company is not responsible for adapting FRS to the technological requirements of any specific Customer equipment.

When a Customer orders FRS, which is relayed to Frame Relay networks of other users, the Company will provide advisory assistance as a part of the establishment of this Service.

The Company shall not be responsible to the Customer or user if changes in any of the equipment, operations or procedures of the Company used in the provision of FRS render any facilities provided by the Customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance, provided the Company has met any applicable information disclosure requirements otherwise required by law.

The Company undertakes the responsibility to maintain and repair the Service that it furnishes. Network equipment installed by the Company on the Customer's or user's premises shall be and remain the property of the Company. The Customer or user may not rearrange, disconnect, remove, attempt to repair, remote test, or interface with any network equipment installed by the Company without prior written consent by the Company.

For terms and conditions regarding discontinuance of Service due to nonpayment see Section 2, D, Payment Arrangements & Credit Allowances, Payment of Charges and Deposits in this Price List. For terms and conditions regarding violation of any condition governing the furnishing of FRS Service see, Section 2, A, Undertaking of the Company, Discontinuance and Refusal of Service in this Price List.

The Company, by written notice to the Customer and without incurring liability, may immediately discontinue the furnishing of FRS upon nonpayment of any sum due to the Company or a violation of any condition governing the furnishing of Service.

The Company has the Service responsibility up to and including the network interface.

FRAME RELAY SERVICE

I. Special Facilities Routing

The Customer may request that the facilities used to provide FRS be specially routed. Additional charges will apply based on an ICB contract basis. See Section 7, Special Construction for terms and conditions.

J. Acceptance Testing

At the Customer's request, the Company will cooperatively test at the time of installation at no additional charge. Acceptance tests will include tests for the parameters applicable to the Service as specified in the order for Service.

FRAME RELAY SERVICE

K. Application of Rates and Charges

Rate Elements

The following rate elements are applicable to FRS:

UNI Port and Access Line

Port Only

- UNI Port Only

PVC CIR

PVC CIR Optional Features

Subsequent PVC CIR Charge

UNI Port and Access Line

A monthly recurring charge based on the speed of the port connection applies per port for each physical connection to the network supporting FRS. Nonrecurring charges do not apply to UNI Port and Access Line on a Term Payment Plan (TPP). UNI Port and Access Line is offered on a TPP of one year, three years, or five years.

Port Only – UNI Port Only

A monthly recurring charge based on the speed of the port connection applies per port for each Port Only interface. Refer to Service Components, Port Only preceding for the rules and regulations associated with Port Only digital access facilities.

UNI Port Only is offered on a TPP of one year, three years, or five years.

Nonrecurring charges do not apply to Port Only offered on a TPP.

FRAME RELAY SERVICE

K. Application of Rates and Charges (Continued)

Rate Elements (Continued)

Permanent Virtual Circuit (PVC) Committed Information Rate (CIR)

Intrazone - A monthly recurring charge, based on CIR capacity, applies for each PVC requested by the Customer. See Frame Relay Zones following.

PVC CIR Optional Features

Interzone Transport – A monthly recurring charge, based on CIR capacity, applies for each application of Interzone Transport and is in addition to the applicable charges for Intrazone PVC CIR. Interzone Transport is available only with Intrazone PVC CIR.

Frame Relay to ATM Service Interworking – Frame Relay to ATM Service Interworking is available with Intrazone at no additional charge.

Subsequent PVC CIR Charge

A nonrecurring charge applies when a Customer orders additional PVC CIR subsequent to the initial port installation.

Software Change Charge

A nonrecurring charge applies per order, per UNI, when a Customer requests a PVC parameter change (i.e., CIR, excess burst, DLCI re-map to a different host or remote, etc.). For each Service order issued, the charge will be one Software Change Charge regardless of the number of changes made.

FRAME RELAY SERVICE

K. Application of Rates and Charges (Continued)

Frame Relay Zones

<u>Zone</u>	<u>Office</u>
Everett/Redmond	Bothell Everett Mount Vernon Redmond Seattle
Kennewick/Wenatchee	Kennewick Wenatchee

Service Charges

Unless otherwise stated in this Price List, nonrecurring charges applicable to FRS are in lieu of service charges found elsewhere in this Price List or other Company Tariffs.

Minimum Period

When PVCs are added to existing FRS, the minimum period for the PVC is one month.

Term Payment Plan (TPP)

The UNI Port and Access Line and UNI Port Only rate elements are available under a TPP. PVC CIRs are not offered under a TPP.

Payment periods of one year, three years, and five years are available to all Customers at the applicable rates set forth in Rates and Charges following.



FRAME RELAY SERVICE

K. Application of Rates and Charges (Continued)

Term Payment Plan (TPP) (Continued)

Changes to a TPP Period

Prior to the completion of the selected 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 toward the new payment period will be given for payments made under the original TPP arrangement.
- Nonrecurring charges will not be reapplied for existing Service(s).
- If the total revenue of the new TPP is less than the remaining total revenue of the current TPP, the change to the new TPP period constitutes a disconnect of the existing TPP Service and termination liability charges as set forth in General Regulations, Section 2, Termination Liability of this Price List, will apply.

Conversion to a different TPP option will require the Customer to submit a TSR. If no other changes are requested, nonrecurring charges will not apply.

Termination Liability

In the event FRS is terminated by the Customer prior to completion of the initial term payment plan, Termination Liability Charges, as set forth in General Regulations, Section 2, Termination Liability of this Price List, will apply.

FRAME RELAY SERVICE

K. Application of Rates and Charges (Continued)

Service Rearrangements

Additions to Service

When PVCs are added to an existing FRS, the minimum period for the added PVCs is one month.

Administrative Changes

Administrative changes to existing Service will be made without charge(s) to the Customer. Administrative changes may include but are not limited to the following:

- Change of Customer name, e.g., XYZ Company to XYZ Communications, i.e., the Customer or record does not change but rather the Customer of record changes its name.
- Change of Customer premises address when the change of address is not a result of a physical relocation of facilities;
- Change in billing data (name, address, or contact name or telephone number); and,
- Change of Customer contact name or telephone number.

FRAME RELAY SERVICE

K. Application of Rates and Charges (Continued)

Service Rearrangements (Continued)

Moves

When the Customer requests a move or relocation of the UNI Port and Access Line or UNI Port Only, the move or relocation will be treated as a termination of the existing Service and the establishment of a new Service and a new TPP will commence.

Upgrade to Higher Speed Service

The Customer may elect to upgrade Service(s) to a higher speed during a TPP period, subject to the following conditions:

- Both the existing and the new Service are provided solely by the Company.
- The order to discontinue Service at an existing speed or capacity and the order for the upgraded Service are received by the Company at the same time.
- The new Service will be provided at the same Customer location as the discontinued Service.

<u>FRAME RELAY SERVICE</u>		
L.	<u>Rates and Charges</u>	<u>Monthly Rate</u>
	<u>UNI Port and Access Line, per port</u>	
	<u>DS1 (1.536 Mbps)</u>	
	One Year Term Payment Plan	510.00
	Three Years Term Payment Plan	480.00
	Five Years Term Payment Plan	450.00
	<u>Port Only</u>	
	<u>UNI Port Only <sup>4</sup>, per port</u>	
	DS1 (1.536 Mbps)	
	One Year Term Payment Plan	220.00
	Three Years Term Payment Plan	210.00
	Five Years Term Payment Plan	200.00
	DS3 (44.736 Mbps)	
	One Year Term Payment Plan	810.00
	Three Years Term Payment Plan	690.00
	Five Years Term Payment Plan	650.00

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<sup>4</sup> Refer to Service Components, Port Only preceding for the regulations associated with Port Only digital access facilities.  
 For appropriate Special Access Line (SAL) and Special Transport rates see Section 8, Special Access, F, Rates.

FRAME RELAY SERVICE

L. Rates and Charges (Continued)

PVC CIR , per PVC

<u>Intrazone</u>	<u>Monthly Rate</u>
4 Kbps	\$4.00
8 Kbps	5.00
16 Kbps	6.00
28 Kbps	7.00
32 Kbps	8.00
42 Kbps	11.00
48 Kbps	13.00
64 Kbps	15.00
96 Kbps	22.00
128 Kbps	27.00
192 Kbps	36.00
256 Kbps	42.00
288 Kbps	48.00
384 Kbps	54.00
512 Kbps	60.00
576 Kbps	65.00
768 Kbps	70.00
1152 Kbps	80.00
1536 Kbps	90.00

FRAME RELAY SERVICE

L. Rates and Charges (Continued)

PVC CIR , per PVC (Continued)

Intrazone (Continued)

Monthly Rate

2 Mbps	\$95.00
3 Mbps	100.00
4 Mbps	120.00
5 Mbps	142.00
6 Mbps	164.00
7 Mbps	186.00
8 Mbps	207.00
9 Mbps	229.00
10 Mbps	250.00
11 Mbps	266.00
12 Mbps	282.00
13 Mbps	298.00
14 Mbps	314.00
15 Mbps	330.00
16 Mbps	346.00
17 Mbps	362.00
18 Mbps	378.00
19 Mbps	394.00
20 Mbps	410.00
21 Mbps	426.00
22 Mbps	442.00

FRAME RELAY SERVICE

L. Rates and Charges (Continued)

PVC CIR Optional Features, per PVC

Interzone Transport <sup>5</sup>

Monthly Rate

4 Kbps	\$13.00
8 Kbps	14.00
16 Kbps	15.00
28 Kbps	16.00
32 Kbps	17.00
42 Kbps	20.00
48 Kbps	25.00
64 Kbps	30.00
96 Kbps	38.00
128 Kbps	43.00
192 Kbps	59.00
256 Kbps	73.00
288 Kbps	82.00
384 Kbps	91.00
512 Kbps	110.00
576 Kbps	115.00
768 Kbps	125.00
1152 Kbps	145.00
1536 Kbps	160.00

<sup>5</sup> The monthly rate applies in addition to applicable rates for Intrazone PVC CIR.

FRAME RELAY SERVICE

L. Rates and Charges (Continued)

PVC CIR Optional Features, per PVC (Continued)

Interzone Transport <sup>6</sup>(Continued)

Monthly Rate

2 Mbps	\$180.00
3 Mbps	195.00
4 Mbps	205.00
5 Mbps	243.00
6 Mbps	286.00
7 Mbps	329.00
8 Mbps	373.00
9 Mbps	416.00
10 Mbps	460.00
11 Mbps	502.00
12 Mbps	544.00
13 Mbps	586.00
14 Mbps	628.00
15 Mbps	670.00
16 Mbps	704.00
17 Mbps	738.00
18 Mbps	772.00
19 Mbps	806.00
20 Mbps	840.00
21 Mbps	869.00
22 Mbps	898.00

Frame Relay to ATM Service Interworking No Charge

Nonrecurring  
Charge <sup>7</sup>

Subsequent PVC CIR Charge, each \$20.00

Software Change Charge, Per UNI 30.00

<sup>6</sup> The monthly rate applies in addition to applicable rates for Intrazone PVC CIR.

<sup>7</sup> Applies in lieu of service charges found elsewhere in this Price List or other Company Tariffs.



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ASYNCHRONOUS TRANSFER MODE (ATM) CELL RELAY SERVICE (CRS)

A. General

This section contains definitions, regulations and charges applicable to the provision of Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS). The regulations and rates specified herein are in addition to the applicable rates and regulations specified in other sections of this Price List.

Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) is a telecommunications transport and switching service that provides for high-speed connectivity between Customer Designated Locations (CDL). ATM CRS consists of one interface: User Network Interface (UNI). This interface is available in various configurations including Port With Access Line Connection and Port Only Connection, with either incremental or full bandwidth.

The UNI Port With Access Line Connection is a dedicated digital line that provides a link from the CDL to one of the Company's ATM CRS hubs. UNIs are also provisioned as a Port Only Connection as defined in C, Service Components, UNI Port Only Connection following.

ATM CRS is a fast-packet, cell-based technology that can support user applications requiring high-bandwidth, high-performance transport and switching. This connectivity is provided via Permanent Virtual Circuits (PVCs) and/or Switched Virtual Circuits (SVCs) that are implemented over access facilities and switches that are dedicated to high-speed telecommunications services.

UNI Port With Access Line Connection, UNI Port Only Connection, PVC and SVC are further described in C, Service Components following.

B. Definitions

In addition to the definitions in Section 2 of this Price List, the following definitions apply:

Hub

The Company designated serving wire center that is equipped to provide Service.

Maximum Burst Size

The term "Maximum Burst Size" (MBS) denotes the consecutive number of ATM cells that can enter the ATM Cell Relay Service network above the Sustained Cell Rate level and below the Peak Cell Rate level.

ASYNCHRONOUS TRANSFER MODE (ATM) CELL RELAY SERVICE (CRS)

C. Service Components

The major components of ATM CRS are:

- UNI Port With Access Line Connection
- UNI Port Only Connection
- Permanent Virtual Circuit (PVC)
- Switched Virtual Circuit (SVC)
- Effective Bandwidth

UNI Port With Access Line Connection

UNI Port With Access Line Connections are available at the DS3 and OC3c levels and provide dedicated transport between the CDL and the ATM CRS hub. There are two types of UNIs: Full and Incremental. The Full UNI includes all available bandwidth in one rate, and the Incremental UNI is sold and provisioned with PVC and/or SVC bandwidth increments. UNI Port With Access Line Connection may be ordered under a one (1), two (2), three (3) or five (5) year term commitment period.

In order for Customer traffic to be carried on the network, each Incremental UNI requires at least one 5 Mbps increment of either PVC or SVC bandwidth. The Customer may elect to subscribe to multiple PVCs. This feature is established over the UNI via connection identifiers, which enables the Customer to have virtual connections to various locations.

UNIs are provided at nominal data rates of 45 Mbps (DS3) or 155 Mbps (OC3c). OC3c is provided as a concatenated signal in STS-3c (Synchronous Transport Signal) formats. The actual throughput into CRS is less than the line rate for the UNI provided.

The OC3c UNI Port With Access Line Connection is provisioned on Synchronous Optical Network (SONET) facilities. SONET is a standards-based fiber optic communication network that transports both asynchronous and synchronous digital signals using the Synchronous Transport Signal (STS) format. ATM OC3c SONET UNI Port With Access Line Connection is provisioned over SONET as a survivable Service with an alternate (not diverse) facility between the central office and the CDL. DS3 and OC3c, both electrical and optical, are supported and defined to the technical specifications set forth in Section D, Technical Specifications following.

ASYNCHRONOUS TRANSFER MODE (ATM) CELL RELAY SERVICE (CRS)

C. Service Components (Continued)

UNI Port Only Connection

UNI Port Only Connection can be established as User Network Interface (UNI) arrangement. UNI Port Only Connection provides an ATM Cell Relay Network connection based on the port connection speeds of DS3 and OC3c. The ATM port speed will be consistent with the channel speed of the access channel. The actual throughput of Customer traffic cannot exceed the bandwidth of the access channel and port speed.

UNI Port Only Connection are available as either Incremental or Full. This refers to the bandwidth that is required to provision PVCs on the port. Incremental ports come with no bandwidth and bandwidth is purchased in increments based on Customer bandwidth requirements. Full ports come with all bandwidth included up to the maximum rate of the port. Each port can accommodate multiple PVCs or SVCs depending on the bandwidth purchased. UNI Port Only may be ordered under a one (1), two (2), three (3) or five (5) year term commitment period.

Customers may access Port Only Connections via Company-provided digital access facilities or via facilities provided by another carrier. When access facilities are provided by the Company, the associated regulations, rates and charges in Section 8 of this Price List will apply for access facilities provided out of area. If Service is provided to an in franchise location, the regulations, rates and charges from the appropriate Company Tariff shall apply in addition to charges from Section 8 in this Price List. Charges for the access facilities are in addition to the rates and charges associated with ATM CRS. Company-provided access facilities may also be provisioned on an Individual Case Basis (ICB) where access facilities are not generally available under the applicable Price List or Company Tariff. See Section 7, Special Construction of this Price List for Conditions. Charges to connect access line Services provided by the Company or another carrier may apply and will be billed separately. Any special construction or nonstandard charges assessed by the carrier supplying the access facilities will be the responsibility of the Customer.

Permanent Virtual Circuit (PVC)

The PVC defines a virtual connection across a UNI between the CDL and the Company's ATM CRS hub. Each UNI requires at least one PVC in order for Customer traffic to traverse the network. Each ATM cell carries a unique tag which identifies that ATM CRS cell as belonging to a particular PVC. A PVC is a logical channel connecting two or more CDLs with virtual connections through a Company-provided ATM CRS switch(es). The PVCs may be provided on a point-to-point or point-to-multipoint basis. When a PVC is provided as a point-to-point virtual connection, transmission is bi-directional allowing for ATM CRS cells to be transmitted or received over the same PVC. For point-to-multipoint virtual connections, transmission is provided as transmit only. The virtual connection is set up by the Company based on information contained on a Telecommunications Service Request (TSR) rather than by dial-up signaling.

ASYNCHRONOUS TRANSFER MODE (ATM) CELL RELAY SERVICE (CRS)

C. Service Components (Continued)

Permanent Virtual Circuit (PVC) (Continued)

PVCs consist of two types: Virtual Channel Connections (VCCs) and Virtual Path Connections (VPCs). A VCC is a type of PVC with independent identity and defined service parameters that are provisioned via a TSR, and cannot be altered by the Customer without additional TSR activity. A VPC is a type of PVC with defined service parameters that is provisioned via a TSR. Customers may provision their own virtual channels within the VPC, provided that the sum of the service parameters of all of the virtual channels does not exceed the aggregate service parameters of the VPC.

Switched Virtual Circuit (SVC)

SVCs are similar in structure to PVCs, but SVCs are provisioned on demand by Customer premises equipment that signals the ATM Cell Relay Network to set up and tear down logical connections. The network will respond to these requests by provisioning a virtual connection across the network based on the class of service parameters requested, provided that sufficient network resources are available to establish the connection. Each UNI that is SVC signal enabled will be provided with a SVC International Code Designator (ICD) prefix that will uniquely identify the UNI. Customers must use this Company-assigned prefix when requesting SVC virtual connections across the Company Cell Relay Network. Each Constant Bit Rate (CBR) and Variable Bit Rate (VBR) SVC will be limited to a maximum Peak Cell Rate of 20 Mbps and a maximum Sustained Cell Rate of 20 Mbps.

Closed User Group (CUG) capability is a feature associated with SVCs. A CUG provides the ability to contain SVC calls between certain UNIs. A CUG functionally groups UNIs into logical associations and allows calling privileges to be specified network wide. A CUG provides a network-wide mechanism for access control. CUGs provide a logical grouping of UNIs, creating a SVC community of interest.

Effective Bandwidth

Effective bandwidth is the bandwidth reserved for each logical connection (PVC or SVC) that is set up across a UNI. It is based on the Peak Cell Rate (PCR), Sustained Cell Rate (SCR), Maximum Burst Size (MBS), and the class of service parameters selected, i.e., CBR, VBRrt (Variable Bit Rate real time), VBRnrt (Variable Bit Rate non-real time), or UBR (Unspecified Bit Rate). The total effective bandwidth of all the logical connections on a UNI cannot exceed the total bandwidth available on the UNI. Effective bandwidth prices do not vary by class of service level selected. However, effective bandwidth is consumed in varying degrees based on the class of service parameters selected. For example, the higher the class of service, the more bandwidth will be reserved. A CBR PVC with the same PCR as a VBR PVC will reserve more effective bandwidth.

ASYNCHRONOUS TRANSFER MODE (ATM) CELL RELAY SERVICE (CRS)

D. Technical Specifications

The technical specifications for ATM CRS are delineated in Technical References TR-NWT-001112, GR-1110-CORE, GR-1248-CORE, and SR-3330.

The technical specifications for DS3 signals are delineated in TR-INS-000342.

The technical specifications for OC3c signals are delineated in GR-253-CORE, Issue 2.

The technical specifications for UNIs are delineated in ATM Forum ATM User Network Interface Specifications V3.0, af-uni-0010.001, and V3.1, af-uni-0010.002. Interface specifications for Customer-provided ATM CRS compatible premises equipment or devices must also be in accordance with the specifications defined in these documents.

E. Service Provisioning

ATM CRS includes:

- A minimum of one UNI Port With Access Line or UNI Port with a maximum nominal capacity for either 45 Mbps (DS3) or 155 Mbps (OC3c). The OC3c UNIs are provisioned over SONET facilities. The SONET facilities provide a backup facility that automatically switches in the event of a failure on the primary facility.
- Unlimited usage on purchased bandwidth.
- Incremental UNIs that must have at least one increment of effective bandwidth (either PVC or SVC) in order for traffic to traverse the network. The DS3 and OC3c Full UNIs are equipped with the full effective bandwidth.
- Either one or more PVCs. When PVC bandwidth is purchased, one or more PVCs must be selected for Customer traffic to traverse the network.
- Two types of PVCs, (i) Virtual Channel Connections (VCCs) and (ii) Virtual Path Connections (VPCs), which support the following Classes of Service:
  - Constant Bit Rate (CBR)
  - Variable Bit Rate real time (VBRrt)
  - Variable Bit Rate non-real time (VBRnrt)
  - Unspecified Bit Rate (UBR)

ASYNCHRONOUS TRANSFER MODE (ATM) CELL RELAY SERVICE (CRS)

F. Service Functionality

The ATM CRS functionality consists of transporting 53-byte cells of information from the Customer location to a Company ATM hub over a UNI. The traffic is routed in the switch to another UNI, or other suitable network connection.

G. Class of Service Parameters

Constant Bit Rate (CBR)

Peak/Sustained Cell Rate

Customer-specified in increments of 64 Kbps up to the maximum speed of the UNI.

Non-conforming cells

Discarded

Cell Delay Variation Tolerance (CDVT)

DS3 = 600 microseconds

OC3c = 600 microseconds

Variable Bit Rate (VBR) real time/non-real time

Sustained Cell Rate (SCR)

Customer specified in increments of 64 Kbps up to the maximum speed of the UNI.

Peak Cell Rate (PCR)

Customer selectable in increments of 64 Kbps up to the line rate. Default is 200% of SCR for PVCs. (The ratio of PCR to SCR will be signaled by Customer Provided Equipment (CPE) for SVCs. Therefore, there is no default value.)

ASYNCHRONOUS TRANSFER MODE (ATM) CELL RELAY SERVICE (CRS)

G. Class of Service Parameters (Continued)

Variable Bit Rate (VBR) real time/non-real time (Continued)

Non-conforming cells

Discarded

Cell Delay Variation Tolerance (CDVT)

DS3 = 600 microseconds

OC3c = 600 microseconds

H. Conditions

Service Availability

ATM CRS is available where facilities and conditions permit. For locations where the Customer requests ATM CRS and digital or SONET facilities are not available, special construction charges may apply. See Section 7, Special Construction of this Price List for Conditions.

Maintenance Window

To meet the Customers' requirements, occasional network upgrades must be performed as necessary to provide improved performance and new features. Generally, these upgrades will be performed between the hours of 11 PM and 8 AM. Network upgrades are planned to provide Customers reasonable and timely notification in order to minimize any impact on the Customers' Service.

I. Obligations of the Customer

The Customer must provide the necessary compatible premise equipment or ATM CRS device capable of interfacing with the Company's ATM CRS.



ASYNCHRONOUS TRANSFER MODE (ATM) CELL RELAY SERVICE (CRS)

J. Obligations of the Company

The Company is responsible for Service up to and including the network interface. The Company's responsibility is limited to the furnishing of communications facilities and switches suitable for ATM CRS.

ATM CRS is supported by the Company's Single Point of Contact (SPOC) center, which provides continuous support for ATM CRS 24 hours per day, seven days per week (24x7) with the ability to manage all of the Customer's ATM CRS as a single network. The SPOC performs maintenance, trouble resolution and network management functions on a 24x7 basis. TSR processing and network installation functions are performed only during normal business hours.

ASYNCHRONOUS TRANSFER MODE (ATM) CELL RELAY SERVICE (CRS)

K. Application of Rates and Charges

Rate Elements

The following rate elements are applicable to ATM CRS:

- UNI Port With Access Line Connection
- UNI Port Only Connection
- Permanent Virtual Circuits (PVCs)
- Effective Bandwidth for Incremental UNIs
- Closed User Groups (CUG)
- Administrative Charge

UNI Port With Access Line Connection

A monthly rate applies on a per UNI Port With Access Line basis, based on the speed (i.e., DS3 or OC3c) and/or type (i.e., Full or Incremental or SONET) of the access connection. UNI Port and Access may be ordered under a one (1), two (2), three (3) or five (5) year term commitment period. Nonrecurring charges are not applicable

UNI Port Only Connection

A monthly rate applies on a per UNI Port Only basis, based on the speed (i.e., DS3 or OC3c) and/or type (i.e., Full or Incremental) of the port only connection. UNI Port Only may be ordered under a one (1), two (2), three (3) or five (5) year term commitment period. Nonrecurring charges are not applicable.

Permanent Virtual Circuits (PVCs)

An Administrative Charge applies per order. The Administrative Charge does not apply when PVCs are installed at the same time as the respective UNIs.

ASYNCHRONOUS TRANSFER MODE (ATM) CELL RELAY SERVICE (CRS)

K. Application of Rates and Charges (Continued)

Rate Elements (Continued)

Effective Bandwidth for Incremental UNIs

A monthly rate applies for incremental UNIs for CBR, VBR or UBR PVCs and SVC bandwidth at 5 Mbps for DS3 or OC3c up to the UNI line rate for DS3 or OC3c. No nonrecurring charges apply.

The monthly rate for UBR PVC and/or SVC bandwidth will be waived when the combined VBR and CBR effective bandwidth purchased (either SVC or PVC or any combination) is equal to at least 50% of the effective bandwidth capacity of the UNI. When UBR bandwidth is made available, it is available for both PVCs and SVCs. No nonrecurring charges apply.

Closed User Groups (CUG)

Only one CUG per UNI can be provided. An Administrative Charge applies per UNI for each CUG established and for each subsequent CUG member added to a CUG. The Administrative Charge does not apply when a CUG is installed at the same time as the respective UNI.

Administrative Charge

A nonrecurring charge applies when the Customer initiates a change to one or more of the following: UNI bandwidth, PVCs, class of service parameters, and/or other service parameters that do not require changes in physical facilities and that can be provisioned by the Company without the dispatch of a technician to the Customer location. For each TSR order issued, the charge will be one Administrative Charge regardless of the number of changes made. The Administrative Charge does not apply for those items ordered on the same TSR order with the installation of a UNI.

ASYNCHRONOUS TRANSFER MODE (ATM) CELL RELAY SERVICE (CRS)

K. Application of Rates and Charges (Continued)

Minimum Period

The minimum billing period for ATM CRS is one (1) month.

Term Commitment Periods

The ATM CRS UNI Port With Access Line Connection and UNI Port Only Connection rate elements are available under a term commitment period.

Term commitments periods of one (1), two (2), three (3) and (5) years are available to all Customers at the applicable rates set forth in L, Rates and Charges. Rate elements must be ordered under the same term commitment period.

Termination Liability

If ATM CRS is terminated by the Customer prior to the expiration date of the initial term commitment period, Termination Liability charges, as set forth in Section 2, Termination Liability of this Price List will apply.

Moves

When the Customer requests a move or relocation of the UNI, the move or relocation will be treated as a termination of the existing Service and the establishment of a new Service and a new term commitment period will commence.

Special Facilities Routing

The Customer may request that the facilities used to provide ATM CRS be specially routed. Additional charges will apply under an ICB contract arrangement. See Section 7, Special Construction for terms and conditions.

Acceptance Testing

At the Customer's request, the Company will cooperatively test at the time of installation at no additional charge. Acceptance tests will include tests for the parameters applicable to the Service as specified in the order for Service.

<u>ASYNCHRONOUS TRANSFER MODE (ATM) CELL RELAY SERVICE (CRS)</u>					
L.	<u>Rates and Charges</u>				
		<u>One Year Monthly Rate</u>	<u>Two Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>
	<u>User Network Interfaces (UNIs) Port With Access Line Connection</u>				
	<u>DS3, Each</u>				
	Full	\$3,355.00	3,187.00	\$2,852.00	\$2,684.00
	Incremental	2,815.00	2,674.00	2,393.00	2,252.00
	<u>OC3c, Each</u>				
	<u>SONET</u>				
	Full	6,330.00	6,014.00	5,381.00	5,064.00
	Incremental	4,410.00	4,190.00	3,749.00	3,528.00
	<u>User Network Interfaces (UNIs) Port Only Connection</u>				
	<u>DS3, Each</u>				
	Full	1,224.00	1,163.00	1,040.00	979.00
	Incremental	588.00	559.00	500.00	471.00
	<u>OC3c, Each</u>				
	Full	3,200.00	3,040.00	2,720.00	2,560.00
	Incremental	941.00	894.00	800.00	753.00

<u>ASYNCHRONOUS TRANSFER MODE (ATM) CELL RELAY SERVICE (CRS)</u>	
L. <u>Rates and Charges (Continued)</u>	
<u>Permanent Virtual Circuits (PVCs), Per Order, Per UNI <sup>8</sup></u>	
	<u>Nonrecurring Charge <sup>8</sup></u>
<u>Virtual Channel Connections (VCCs)</u>	
Constant Bit Rate (CBR)	\$75.00
Variable Bit Rate real time (VBRrt)	75.00
Variable Bit Rate non-real time (VBRnrt)	75.00
Unspecified Bit Rate (UBR)	75.00
<u>Virtual Path Connections (VPCs)</u>	
Constant Bit Rate (CBR)	75.00
Variable Bit Rate real time (VBRrt)	75.00
Variable Bit Rate non-real time (VBRnrt)	75.00
Unspecified Bit Rate (UBR)	75.00

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<sup>8</sup> The nonrecurring does not apply when PVCs are installed at the same time as the respective UNIs.

<u>ASYNCHRONOUS TRANSFER MODE (ATM) CELL RELAY SERVICE (CRS)</u>		
L. <u>Rates and Charges</u> (Continued)		
	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
<u>Effective Bandwidths for Incremental UNIs</u>		
<u>CBR or VBR PVC Bandwidth</u>		
DS3, OC3c - 5 Mbps	--	\$80.00
<u>CBR or VBR SVC Bandwidth</u>		
DS3, OC3c - 5 Mbps	--	\$80.00
<u>UBR PVC and SVC Bandwidth, <sup>9</sup></u> <u>(Up to UNI Line Rate)</u>		
DS3	--	400.00
OC3c	--	1,200.00
<u>Closed User Groups (CUGs), <sup>10</sup></u> <u>Per Order, Per UNI</u>		
Each CUG	75.00	--
Subsequent CUGs, (Member Added to a CUG)	75.00	--
<u>Administrative Charge, <sup>11</sup></u> <u>Per TSR Order</u>		
	75.00	--

<sup>9</sup> The monthly rate for UBR PVC and/or SVC bandwidth will be waived when the combined VBR and CBR effective bandwidth purchased (either SVC or PVC or any combination) is equal to at least 50% of the effective bandwidth capacity of the UNI.

<sup>10</sup> The nonrecurring charge does not apply when a CUG is installed at the same time as the respective UNI.

<sup>11</sup> See K, Application of Rates and Charges, Administrative Charge for exceptions.

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OPTICAL NETWORKING

A. General

This section contains the rules and regulations pertaining to the provisioning of Synchronous Optical Network (SONET) Service. The regulations and rates specified herein are in addition to the applicable rates and regulations specified in other Sections of this Price List.

This Service supports asynchronous bandwidth capacities at 1.5 Mbps and 45 Mbps in addition to synchronous Optical Carrier (OC) bandwidth capacities at OC3 and OC12. The SONET add/drop multiplexer aggregates lesser bit speed services onto the dedicated SONET ring or the two-point SONET circuit configuration. Service is available where facilities exist. For purposes of the Service in this Price List, Customer's designated location(s) for Service must be within 1/2 airline mile of Company's existing facilities.

B. Description

Optical Networking is comprised of high speed SONET based technology providing connectivity at, and transport between, two or more Customer designated locations (CDLs).

C. Conditions

Optical Networking is available only in selected wire centers where technical capabilities permit.

The Customer is responsible for providing all facilities and cabling necessary to connect Customer equipment to this interface.

The Company controls Customer Facility Assignment (CFA), on all access Customer serving wire centers on the Interoffice Facility (IOF) and extends to the terminating CDL. Should the Customer require control of the facility assignment and order multiplexing on the IOF, the Services from the multiplexer to the Customer's serving wire center will be ordered from Section 8, Special Access, of this Price List.

It is the Customer's responsibility to ensure that the Customer's equipment provides industry standard electrical signals compatible with Optical Networking transport transmission. Technical specifications are contained in the following publications:

Bellcore Document GR-253-CORE, Issue 2, April, 1996  
Bellcore Document GR-1400-CORE, Issue 1, March, 1994  
Bellcore Document GT-1374-CORE, Issue 1, March, 1994  
American National Standard, ANSI T1.105-1996  
American National Standard, ANSI T1.102-1993

The Company will work cooperatively with the Customer during a planning session to insure that the Customer orders sufficient Optical Networking bandwidth capacity to satisfy the Customer's requirements for Service. This planning session must take place prior to an initial Optical Networking service order.

OPTICAL NETWORKING

D. Application of Rates and Charges

Connect

Connect rate elements provide the platform for Customer access to the Optical Network. Connect elements provide the link between the CDL and the Serving Wire Center (SWC) of the CDL.

The two types of connect services are Custom and Express Connect.

Custom Connect

Custom Connect provides a connection to the Optical Network and access to the Customer's designated location (CDL). The Custom Connect is comprised of CO Nodes, CDL Links, Transport and Riders. Each Custom Connect must consist of a minimum of two Customer-designated locations, one of which must be a CDL Link.

Special Access riders may be ordered in conjunction with Custom Connect.

CO Node

The CO Node rate element is applicable for each central office that is equipped with a fiber optic terminal in which the Customer requests the ability to add/drop traffic to a CDL. If the Customer wants to drop traffic below a DS-3 at the CO Node, the Customer must request a minimum DS-1 interface and appropriate special access lines from Special Access, Section 8. The appropriate multiplexing and access lines and transport rates from Section 8 will apply in addition to the CO Node and appropriate rider charges. The CO Node may be ordered at an OC3 or OC12 bandwidth capacity. The CO Node may be ordered under a one (1) year, three (3) year, five (5) year or seven (7) year term commitment period.

The CO Node may be ordered when a Customer requires Optical Carrier (OC) level multiplexing on the Custom Connect.

CO Nodes may only be ordered from wire centers with optical networking capabilities.

OPTICAL NETWORKING

D. Application of Rates and Charges (Continued)

Connect (Continued)

Custom Connect (Continued)

CDL Link

The CDL Link rate element is applicable for each Customer-designated location in which the Customer requests the ability to add/drop traffic. CDL Link is offered as Single Route, Diverse Route or Ring Route and may be ordered With Premise Multiplexer Provided or With Premise Fiber Meet Provided as OC3 or OC12 bandwidth capacity. Only one CDL Link per connect may be ordered in conjunction with With Premise Fiber Meet Provided.

If more than two Links or Nodes are ordered on the same order, the CDL Link may be ordered as a Ring Route CDL Link. A Custom Connect ordered via a ring topology will be provided with an out-of-service credit as shown in Section 2, General Regulations, Discontinuance or Interruption of Service by the Company.

CDL Link may be ordered as OC3c or OC12c Single Route or Diverse Route With Premise Multiplexer Provided. Rider charges are included in the monthly rate for OC3c and OC12c CDL Links.

CDL Link may be ordered under a one (1) year, three (3) year, five (5) year or seven (7) year term commitment period.

OPTICAL NETWORKING

D. Application of Rates and Charges (Continued)

Connect (Continued)

Custom Connect (Continued)

CDL Link with Optical Cross Connect

CDL Link with Optical Cross Connect provides the communications path between the Company's serving wire center end of a CDL Link and an IC's or ISP's transmission equipment and facilities collocated in the Company's serving wire center. This rate element includes the CDL Link from the fiber optic terminal and the optical jumpers to facilitate the cross connect to the IC's or ISP's transmission equipment and facilities located within the Company wire center.

CDL Link with Optical Cross Connect will be provided as single route without Company provided electronics as OC3, OC3c, OC12 or OC12c as ordered by the Customer.

In addition to the rate for the CDL Link with Optical Cross Connect, the appropriate CDL Link rate element is applicable from the Customer-designated location to the serving wire center and the appropriate Dedicated Transport rate element is applicable between serving wire centers.

CDL Link with Optical Cross Connect may be ordered under a one (1) year, three (3) year, five (5) year or seven (7) year term commitment period.

Rates for the CDL Link with Optical Cross Connect shown in F, Rates and Charges following will apply in addition to other charges specified in this section.

OPTICAL NETWORKING

D. Application of Rates and Charges (Continued)

Connect (Continued)

Custom Connect (Continued)

Transport

Transport may be ordered as shared or dedicated. Shared Transport is applicable when the transport between nodes and/or Links is ordered at different bandwidth levels. The Dedicated Transport is applicable when transport between the Nodes and/or Links is of the same bandwidth level. Shared Transport may be ordered in bandwidths of DS-1, DS-3/STS-1, OC3, OC3c, OC12 or OC12c. Dedicated Transport may be ordered in bandwidths of OC3, OC3c, OC12 or OC12c.

The transport is mileage sensitive and will be calculated based on the V&H coordinates of the wire centers comprising each segment of the connection. Where the calculated airline miles include a fraction, the value is always rounded up to the next full mile. Where the calculated value is zero, no transport mileage is charged.

Transport is provided at a flat-rated monthly recurring charge.

Rider

Rider is the Customer's Service(s) traversing the CDL Link. Riders may be provided at DS-1, DS-3, OC3c, OC12c, or STS-1 bandwidth levels as required by the Customer.

Rider is provided on a month-to-month basis. The charge is a flat-rated monthly recurring charge that includes add/drop multiplexing and is applicable per rider circuit with the exception of OC3c and OC12c CDL Links.

OPTICAL NETWORKING

D. Application of Rates and Charges (Continued)

Connect (Continued)

Express Connect

The Express Connect provides a connection to the Company's Optical Networking wire center(s) via a ring topology consisting of three nodes, one of which must be a Company wire center. When two of the nodes are Customer-designated locations, at least one of the nodes must be electrical. The Express Connect is provided at a bandwidth of OC3 or OC12 and may be ordered under a one (1) year, three (3) year, five (5) year or seven (7) year term commitment period.

The Express Connect may be ordered as Special Access.

The Express Connect has five rate elements, a First System, Additional System(s), Additional CDL Nodes, Additional CO Nodes and Transport.

First System

The Customer may order the "First System" of OC3, or OC12 bandwidth, which defines ring capacities of an OC12 bandwidth respectively.

Additional System

The Customer may order up to three "Additional Systems" of OC3, or OC12 bandwidth not to exceed an OC12 bandwidth capacity respectively.

Additional CDL Node

The Additional CDL Link rate element is applicable for each Customer-designated location in which the Customer requests the ability to add/drop traffic. The Additional CDL Link may be ordered at an OC3, or OC12 bandwidth capacity.

OPTICAL NETWORKING

D. Application of Rates and Charges (Continued)

Connect (Continued)

Express Connect (Continued)

Additional CO Node

The Additional CO Node rate element is applicable for each central office that is equipped with a fiber optic terminal in which the Customer requests the ability to add/drop traffic to a CDL. If the Customer wants to drop traffic below a DS-3 at the CO Node, the Customer must request a minimum DS-1 interface and appropriate special access lines from Section 8, Special Access in this Price List. The appropriate multiplexing, special access lines and special transport rates from Section 8 will apply in addition to the Additional CO Node charge. The Additional CO Node may be ordered at an OC3 or OC12 bandwidth capacity.

Transport

The Transport rate element applies when the Express Connect has more than one CO Node in the ring. The appropriate Custom Connect Shared Transport rates set forth in Rates and Charges following will apply in addition to all other Express Connect rates.

Rider

Rider charges are included in the monthly rate for Express Connect First or Additional System rate elements.

OPTICAL NETWORKING

E. Rate Regulations (Continued)

General

Optical Networking may be ordered under a one (1), three (3), five (5), or seven (7) year term commitment period. Any term commitment period for these Services is subject to a Termination Liability Charge as set forth in Section 2, Termination Liability of this Price List.

When ordered together the term commitment period applies to Connects and Additional Nodes. Additional nodes will be coterminous with the existing network.

These regulations apply only to Services described in the "Optical Networking" section of this Price List.

Three, five and seven-year rates will be equal to or less than the one-year term commitment rates.

If the Customer downgrades Service, e.g., from OC12 to OC3, and the total revenue of the new term commitment is less than the total revenue of the current term commitment, termination liability charges will apply.

Changes in Length of Term Commitment Period

Prior to the completion of the selected term commitment period, the Customer may elect to convert to a new term commitment 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 term arrangement.
- If the new term commitment period is shorter in length than the time remaining under the existing term commitment period, termination liability charges will apply as set in Section 2, Termination Liability of this Price List.
- The rates for the new period will be the rates currently in effect at the time of the change.

Renewal Options

Conversion to a different term commitment period will require the Customer to submit a change service order. Conversion to a different term commitment period will be allowed without application of any nonrecurring or ordering charges.



OPTICAL NETWORKING

E. Rate Regulations (Continued)

Termination Liability

For renewal options see Section 2, Termination Liability of this Price List.

A Termination Liability charge, as set forth in Section 2, Termination Liability of this Price List, is applicable if the Customer disconnects Service prior to the end of the term commitment period

Notification of Discontinuance

A service order to discontinue a term commitment arrangement must be received by the Company at least ninety (90) days prior to actual disconnection of Service. Monthly charges will apply for a period of ninety (90) days from the date the Company receives disconnection notification or until the requested disconnect date, whichever is longer.

Upgrade to Higher Speed Service

Customers may elect to upgrade Service(s) to a higher speed during a term commitment period, subject to the conditions set forth in Section 2, Termination Liability of this Price List.

Off-Net Wire Center

Off-Net wire center is a wire center not designated as an Optical Networking wire center office. The Customer may order a DS-1 or DS-3 to the Off-Net wire center. Other charges may apply per the applicable Price List. Mileage charges will be determined based on airline miles to the nearest On-Net wire center at the transport rates shown in Section 8, Special Access.

Hub Wire Center

The Customer has the option of ordering digital high capacity facilities (i.e., DS-1 or DS-3) to a facility Hub for channelizing to individual Services requiring lower capacity facilities.

Different CDLs may be designated as Hubs for different facility capacities, e.g., multiplexing from digital to analog may occur at one location while multiplexing from digital to digital may occur at one location, while multiplexing from digital to analog may occur at a different location. Locations (wire centers) that provide multiplexing of High Capacity Services have been designated as Intermediate Hubs, Super-Intermediate Hubs or Terminus Hubs. When ordering, the Customer will specify the desired multiplexing Hub(s) or grooming Hubs, as applicable.

<u>OPTICAL NETWORKING</u>					
F. <u>Rates and Charges</u>	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
<u>Custom Connect</u> <sup>12</sup>					
CO Node – OC3	\$1,500.00	\$1,000.00	\$900.00	\$850.00	\$800.00
CDL Link - OC3					
Single Route					
With Premise Multiplexer Provided	3,000.00	1075.00	1000.00	950.00	900.00
With Premise Fiber Meet Provided	1,500.00	650.00	620.00	600.00	580.00
Optical Cross Connect	1,000.00	715.00	690.00	675.00	650.00
Diverse Route					
With Premise Multiplexer Provided	3,000.00	1,790.00	1,700.00	1,650.00	1,600.00
With Premise Fiber Meet Provided	3,000.00	1,200.00	1,165.00	1,125.00	1,100.00
Ring Route					
With Premise Multiplexer Provided	3,000.00	2,520.00	2,450.00	2,400.00	2,350.00
With Premise Fiber Meet Provided	3,000.00	2,045.00	2,020.00	1,995.00	1,970.00
CDL Link - OC3c					
Single Route					
With Premise Multiplexer Provided	6,000.00	3,300.00	3,150.00	2,950.00	2,800.00
Optical Cross Connect	1,000.00	715.00	690.00	675.00	650.00
Diverse Route					
With Premise Multiplexer Provided	6,000.00	3,925.00	3,650.00	3,525.00	3,400.00

<sup>12</sup> See D, Application of Rates and Charges for any exceptions.

<u>OPTICAL NETWORKING</u>					
F. <u>Rates and Charges</u>	<u>Nonrecurring Charge</u>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
<u>Custom Connect</u> <sup>13</sup> (Continued)					
CO Node – OC12	\$3,000.00	\$2,250.00	\$2,150.00	\$2050.00	\$1,975.00
CDL Link - OC12					
Single Route					
With Premise Multiplexer Provided	6,000.00	2,550.00	2,400.00	2,200.00	2,050.00
With Premise Fiber Meet Provided	1,500.00	1,100.00	1,050.00	1,020.00	995.00
Optical Cross Connect	2,500.00	1,640.00	1,590.00	1,550.00	1,500.00
Diverse Route					
With Premise Multiplexer Provided	6,000.00	3,175.00	2,900.00	2,775.00	2,650.00
With Premise Fiber Meet Provided	3,000.00	2,200.00	2,100.00	2,050.00	1,995.00
Ring Route					
With Premise Multiplexer Provided	6,000.00	3,950.00	3,800.00	3,650.00	3,475.00
With Premise Fiber Meet Provided	3,000.00	2,045.00	2,020.00	1,995.00	1,970.00
CDL Link - OC12c					
Single Route					
With Premise Multiplexer Provided	6,000.00	6,700.00	6,350.00	6,150.00	5,950.00
Optical Cross Connect	2,500.00	1,640.00	1,590.00	1,550.00	1,500.00
Diverse Route					
With Premise Multiplexer Provided	6,000.00	7,350.00	7,050.00	6,825.00	6,625.00

<sup>13</sup> See D, Application of Rates and Charges for any exceptions.

<u>OPTICAL NETWORKING</u>	
F. <u>Rates and Charges</u> (Continued)	
<u>Custom Connect</u> <sup>14</sup> (Continued)	
Rider	<u>Monthly Rate</u>
DS-1	\$75.00
DS-3	250.00
STS-1	240.00
OC3c	750.00
OC12c	2,250.00
Shared Transport, Per Airline Mile	
DS-1	12.00
DS-3	100.00
STS-1	100.00
OC3/OC3c	210.00
OC12/OC12c	450.00
Dedicated Transport, Per Airline Mile	
OC3/OC3c	170.00
OC12/OC12c	240.00

<sup>14</sup> See D, Application of Rates and Charges for any exceptions.

<u>OPTICAL NETWORKING</u>				
F. <u>Rates and Charges</u> (Continued)				
<u>Express Connect</u> <sup>15</sup>	<u>One Year Monthly Rate</u>	<u>Three Year Monthly Rate</u>	<u>Five Year Monthly Rate</u>	<u>Seven Year Monthly Rate</u>
OC3				
First System	\$7,700.00	\$6,800.00	\$6,300.00	\$6,200.00
Additional System	1,100.00	1,100.00	1,100.00	1,100.00
Additional CDL Node	3,300.00	3,300.00	3,300.00	3,300.00
Additional CO Node	2,200.00	2,200.00	2,200.00	2,200.00
OC12				
First System	16,000.00	11,300.00	10,700.00	10,600.00
Additional System	2,200.00	2,100.00	2,100.00	2,100.00
Additional CDL Node	5,600.00	5,500.00	5,250.00	5,250.00
Additional CO Node	3,425.00	3,350.00	3,100.00	3,100.00

<sup>15</sup> See D, Application of Rates and Charges for any exceptions.

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<sup>16</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS)<sup>17</sup>

A. Service Description

Transparent LAN Service (TLS) is a high speed data service which uses a shared fiber network to allow for the interconnection of Local Area Networks (LANs) across selected metropolitan areas. TLS delivers an interface of Basic Ethernet (10 Mbps), Fast Ethernet (100 Mbps) and GigE (1000 Mbps) from the Customer's LANs to the shared network.

TLS is available in two service types: Ethernet Multipoint Service (EMS) or Ethernet Relay Service (ERS). The customer must select either (EMS) or (ERS) as the service type for each domain.

(1) Ethernet Multipoint Service

Ethernet Multipoint Service (EMS) is a connection-less Ethernet TLS service that allows connectivity among multiple customer designated locations within a LATA.

With the EMS service type, Ethernet TLS protects data privacy by using closed user groups (CUGs), also known as virtual LANs. CUGs or virtual LANs are used to provide traffic separation, privacy and security between customers on the shared switch and backbone. An EMS domain is comprised of any number of access lines designated by the customer to be included in a closed user group (CUG) or virtual LAN. EMS provides multipoint-to-multipoint connectivity among all of the customer's access lines within a given domain. TLS may be used to access shared networks. In such cases, subscribers in a CUG can only access their own data.

(2) Ethernet Relay Service

Ethernet Relay Service (ERS) is a connection-oriented Ethernet TLS service that allows for point-to-point connectivity between customer designated locations within a LATA.

With the ERS TLS service type, each Ethernet Virtual Circuit (EVC) establishes a virtual LAN or CUG. An ERS domain is comprised of any number of virtual LANs designated by the customer to be included in the ERS Standard domain. ERS provides point-to-point connectivity between pairs of customer's access lines, Internet virtual circuits and shared network virtual circuits within a given domain.

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<sup>17</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>18</sup>

A. Service Description (Continued)

(2) Ethernet Relay Service (Continued)

A customer may have more than one domain within a LATA, but connections between domains are not permitted. TLS may be used to access shared networks. In such cases, subscribers in a CUG can only access their own data.

Four EVC service classes are available for use with ERS service type:

- (a) ERS Standard (ERS-Std) and ERS Basic (ERS-B): designed for customer applications that do not require a Committed Information Rate (CIR) or low delay, where CIR = 0 and Excess Information Rate (EIR) = # of Mbps of the selected ERS-Std/ERS-B EVC service class.
- (b) ERS-Priority Data (ERS-PD): designed for customer applications which do not require low delay, but require a CIR, where CIR = # of Mbps of the selected ERS-PD EVC service class and EIR = # of Mbps of the selected ERS-PD EVC service class.
- (c) ERS Real Time (ERS-RT): designed for customer applications which require a CIR and low delay for some portion of their traffic, where CIR = # of Mbps of the selected ERS-RT EVC service class and EIR = 0.
- (d) An ERS EVC can include up to three service classes (ERS-B, ERS-PD and ERS-RT) as described above within each EVC. The customer will be required to identify the Basic, PD and RT Class of Service Ethernet frames by one of the following choices: setting the VLAN Class of Service (CoS) ID (for 802.1q tagged Ethernet Frames), or setting the DiffServ Code Point (DSCP) (for tagged or untagged Ethernet frames) or setting the VLAN ID (for tagged or untagged Ethernet frames), appropriately.

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<sup>18</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.



TRANSPARENT LAN SERVICE (TLS) <sup>19</sup>

B. Definitions

In addition to the Definitions set forth in elsewhere in this Price List, the following definitions apply:

Domain

A Virtual Local Area Network (VLAN) or a collection of circuits that belong to one closed user group.

Domain Change

A customer-initiated request for a change in domain after the initial provisioning of domains.

Gigabit Per Second (Gbps)

The speed with which data is being transferred in the network, where one Gbps is equal to the transfer rate of 1 billion bits of data in 1 second.

Off-Net Building

Refers to buildings where suitable optical fiber facilities do not exist but could be provided at an additional charge to the Customer by the Company at its determination to specially construct or use other facility arrangements.

On-Net Building

Refers to buildings already served by suitable optical fiber installed or contracted by the Company.

Megabit Per Second (Mbps)

The speed with which data is being transferred in the network, where one Mbps is equal to the transfer rate of 1 million bits of data in 1 second.

Nanometer (nm)

Wavelength frequency equivalent to 1 billionth of a meter.

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<sup>19</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>20</sup>

C. Service Provisioning

The TLS Service consists of the following:

- a. Network Interface Device (NID) at the Customer's premises to terminate the fiber pair.
- b. Dedicated fiber pair from the Customer's premises to the serving central office.
- c. Network Management including fault monitoring and diagnostics, performance and network configuration applications and manual monitoring when necessary.
- d. User Network Interface (UNI) Port with Access Line Connection
- e. Ethernet TLS Ethernet Virtual Circuit (EVC), where applicable.
- f. Optional Features  
Customer Service Management (CSM)

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<sup>20</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>21</sup>

D. Conditions

A TLS network will be limited to central offices in a specific geographic location. Customers gain access to the shared TLS network via a switch, node or other Telephone Company equipment delivering service through a shared fiber path or network infra-structure and deployed in the customer's serving central office (TLS equipped central office) or deployed in leased space near the customer's location. At subscription, the customer has an option of selecting access lines at speeds of 10 Mbps, 100 Mbps or 1000 Mbps.

TLS is available to Customers whose serving central office is a TLS equipped central office and is located within the Maximum Allowable Range of the serving central office. The Maximum Allowable Range is determined by the dB loss rate where the actual distance between the TLS equipped serving wire center and the customer's location will vary based on the specifics of the facility used in each serving arrangement.

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<sup>21</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>22</sup>

D. Conditions (Continued)

Availability of Service

TLS is available where facilities and conditions permit. Special construction charges may apply. TLS will be provided seven days a week, 24 hours a day, from central offices equipped to provide this Service.

Connections

The network interface is the LAN interface on the NID device at the Customer's premises. The Customer is responsible for any inside wire required in connecting the LAN to the TLS equipment.

The Customer is also responsible for installation, operation and maintenance of any Customer-provided equipment.

The Company has the Service responsibility up to and including the network interface.

Limitations

The Customer's location must be within the Maximum Allowable Range of the TLS equipped central office, as noted under Conditions in this Section.

Maintenance Window

To meet the Customers' requirements, occasional network upgrades must be performed. Network upgrades are needed to provide improved performance and new features. Generally network upgrades will be performed between the hours of 11 PM and 6 AM. Network upgrades are planned to provide Customers reasonable and timely notification in order to minimize any impact on the Customers' Service.

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<sup>22</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>23</sup>

D. Conditions (Continued)

Technical Standards

The technical standards for TLS are delineated by the Institute of Electrical and Electronic Engineers standards for Ethernet connectivity.

Transmission Mode

The transmission mode supported is dependent on the access rate. The supported transmission mode for 10 Mbps, 100 Mbps and 1000 Mbps access is full duplex.

Service Availability

Out of Area (OOA) TLS is available in areas designated by the Company as part of its OOA infrastructure, to customers whose access facilities reside either in buildings already served by suitable optical fiber installed by or contracted by the Company (On-Net buildings), or in buildings where the Company could construct or make special arrangements for facilities at additional charges to the Customer (Off-Net buildings).

Both the On-Net and Off-Net optical fiber must terminate in a Company owned or contracted facility in the OOA area where a TLS switch is installed.

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<sup>23</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>24</sup>

E. Rate Regulations

The following rate elements are applicable to TLS:

UNI Port and Access Line

Standard Access Line

A monthly rate applies on a per line basis, based on the speed of the access connection (i.e., 10, Mbps, 100 Mbps or 1000 Mbps). The Standard Access Line is offered on a month-to-month basis for a minimum of nine months, or under a three-year or five-year term commitment period. A nonrecurring charge applies to the installation of Standard Access Line provided on a month-to-month basis.

Protected Access Line (available for EMS Service type only)

Protected Access Lines are provisioned as a survivable service with an alternate fiber pair between the central office and the customer premises. Protected Access Line allows the Company to detect and recover a failure and move the customer's data to an alternate fiber pair in approximately one second in most instances. Both fiber pairs must be served by the same central office and must have the same access speed. The second fiber pair will be routed over a diverse fiber path when possible. A monthly rate applies on a per line basis, based on the speed of the access connection (i.e., 100 Mbps, 1000 Mbps). Protected Access Line is available on a month-to-month basis or under a three-year or a five-year term commitment period. A nonrecurring charge will apply to the installation of a Protected Access Line provided on a month-to-month basis.

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<sup>24</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>25</sup>

E. Rate Regulations (Continued)

UNI Port and Access Line (Continued)

Premier Access Line

A monthly rate applies on a per-line basis, based on the speed of the access line (i.e., 100 Mbps or 1000 Mbps). A Premier Access Line must be purchased in conjunction with some combination of ERS-B, ERS-PD, and/or ERS-RT EVC service classes, which are described previously. The Premier Access Line is available on a month-to-month basis or under a three-year or a five-year term commitment period. A nonrecurring charge applies to the installation of the UNI provided on a month-to-month basis. A customer can not mix Premier UNI Ports with any other UNI port type.

The percentage of each Premier Access Line UNIs allowed for EVC bandwidth is limited where connections must comply with each of the following threshold requirements:

- ERS-B less than or = 500% of UNI Speed
- ERS-PD less than or = 100% of UNI Speed
- ERS-RT less than or = 50% of UNI Speed
- ERS-PD + ERS-RT less than or = 100% of UNI Speed
- ERS-B + ERS-PD + ERS-RT less than or = 600% of UNI Speed

EMS Real Time (EMS-RT) Access Line

A monthly rate applies on a per-line basis, based on the speed of the access connection (i.e., 100 Mbps or 1000 Mbps). This enhanced service class configures a fixed portion of the UNI to be configured for Real Time Traffic, where each 100 Mbps UNI has CIR = 2 Mbps with EIR = 0 with each 1000 Mbps UNI has CIR = 10 Mbps with EIR = 0. The remainder of the UNI can be used for CIR = 0 and EIR = 0 traffic. The EMS-RT Access Line is available on a month-to-month basis or under a three-year or five-year term commitment period. A nonrecurring charge applies to the installation of the EMS-RT Access Line provided on a month-to-month basis. A customer can not mix an EMS-RT Access Line with the ERS Service type, but may mix EMS-RT Access Line with EMS Access Lines.

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<sup>25</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>26</sup>

E. Rate Regulations (Continued)

The following rate elements are applicable to TLS: (Continued)

Ethernet Virtual Circuit (EVC)

For customers who order the Standard Access Line, a monthly rate will apply on a per EVC bandwidth basis. ERS Standard is the only EVC class available with the Standard Access Line. The EVC bandwidth must be equal to the bandwidth of the lowest speed of the end points it is connecting. ERS Standard EVCs are purchased on a month-to-month basis. A non-recurring setup charge will apply per ERS Standard EVC.

For customers who order the Premier Access Line, a monthly rate will apply on a service class and EVC bandwidth basis. Premier Access Line customers have the choice of combining ERS-Basic, ERS-Priority Data, and/or ERS-Real Time bandwidth on an EVC. A non-recurring setup charge will apply per ERS EVC. EVCs are purchased on a month-to-month basis. A customer may have more than one service class on the EVC, but will only pay one EVC non-recurring setup charge.

For customers who order the Standard Access Line, a monthly rate will apply on a per EVC bandwidth basis. ERS Standard is the only EVC class available with the Standard Access Line. The EVC bandwidth must be equal to the bandwidth of the lowest speed of the end points it is connecting. ERS Standard EVCs are purchased on a month-to-month basis. A non-recurring setup charge will apply per ERS Standard EVC.

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<sup>26</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.



TRANSPARENT LAN SERVICE (TLS) <sup>27</sup>

E. Rate Regulations (Continued)

The following rate elements are applicable to TLS: (Continued)

Ethernet Virtual Circuit (EVC) (Continued)

For customers who order the Premier Access Line, a monthly rate will apply on a service class and EVC bandwidth basis. Premier Access Line customers have the choice of combining ERS-Basic, ERS-Priority Data, and/or ERS-Real Time bandwidth on an EVC. A non-recurring setup charge will apply per ERS EVC. EVCs are purchased on a month-to-month basis. A customer may have more than one service class on the EVC, but will only pay one EVC non-recurring setup charge.

The number of EVCs permitted on each Standard Access Line and/or Premier Access Line are limited as follows:

- 10 Mbps less than or = 2 EVCs
- 100 Mbps less than or = 10 EVCs
- 1000 Mbps less than or = 75 EVCs.

ERS EVC bandwidth is limited to a maximum Mbps per Service Class per EVC, and must comply with each of the following maximum limits :

<u>EVC Service Class</u>	<u>100 Mbps UNI Max/EVC</u>	<u>1000 Mbps UNI Max/EVC</u>
ERS-B	100 Mbps	1000 Mbps
ERS-PD	50 Mbps	500 Mbps
ERS-RT	50 Mbps	100 Mbps

<sup>27</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>28</sup>

E. Rate Regulations (Continued)

The following rate elements are applicable to TLS: (Continued)

Domain Change

Customer requests a change in EMS Domain after the initial provisioning of domains. A EMS Domain Change would include:

- The separation of an existing domain into multiple domains.
- The collapsing of multiple domains into a single domain.
- The movement of locations from an existing domain to a new or different domain.

This nonrecurring charge is applicable per location, per change.

Minimum Period

The minimum period for TLS under the month-to-month plan is nine (9) months.

Term Commitment Period

The UNI Port and Access Line is offered under a month-to-month basis (minimum of 9 months) or a three- (3) or five- (5) year term commitment period. The regulations applicable to TLS provided under a term commitment period are specified under E. Rates and Charges, Termination Liability in this section.

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<sup>28</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>29</sup>

E. Rate Regulations (Continued)

Adds, Moves, Changes and Upgrades

The Customer may add additional sites, which will carry their own term period. Nonrecurring charges under F. Rates and Charges following, are applicable to additional sites subscribed to under the month-to-month (9 month minimum) term commitment period.

A move normally involves an interruption of Service for the period required to complete the move. No credit allowance will be granted for that period.

When the Customer requests a move or relocation of a Standard Access Line, Protected Access Line, Premier Access Line or EMS Real Time Access Line to a different address and/or different building, the move or relocation will be treated as a termination of the existing Service and the establishment of new Service for the application of all charges, including special construction or other non-standard charges.

When the customer requests an upgrade in service speed, or change in service type, at an existing address, the upgrade in service speed/change in service type will be treated as a termination of the existing service and the establishment of a new service for the application of all charges, including the calculation of termination liability as described on Sheet 6.1.

There will be no change in the term commitment period for moves and changes in Service. Service at the new location will continue for the remainder of the term commitment period.

Nonrecurring charges are not applicable to moves or changes in service, except those involving an equipment change, which, are subject to the TLS Domain/LAN Extension Equipment Change charge.

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<sup>29</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>30</sup>

E. Rate Regulations (Continued)

Termination Liability

In the event the service is terminated by the Customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

$$25\% \times \text{MRC} \times \# \text{ of Lines/Channels/Paths} \times \text{Remainder of Term} = \text{Termination Charge}$$

Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.

Termination Liability applies to month-to-month (9 month minimum) Service and is calculated at 100% of the total remaining monthly recurring charges if Service is terminated prior to completion of the initial nine-month minimum period. If the Customer continues Service on a month-to-month basis after the initial nine month period, the customer may terminate the Service at any time without application of early termination charges.

A change in TLS service type will be considered a "change to another service" for purposes of determining Termination Liability charges.

End of Term Options

Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:

- Renew their term commitment,
- Commit to a new term period,
- Arrange for a change of service, or
- Arrange for termination of the service.

In the event the customer does not select one of the above options, the customer will be converted to the shortest-term period available under tariff (i.e., month-to-month, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.

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<sup>30</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>31</sup>

E. Rate Regulations (Continued)

Termination Liability

Early termination charges will not be assessed under the following circumstances:

Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;

Customer attempts to move the existing service to a new location within the Company's service area, but the service is unavailable;

Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or

Customer changes to another service class or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:

The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,

The Company provides the new service via tariff or on an individual case basis (ICB), and

The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

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<sup>31</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>32</sup>

E. Rate Regulations (Continued)

Service Level Agreements (SLA)

Service Level Agreements (SLA) provide TLS Customers with Service Response Credits (SRC) applied to their telephone bill if the Company fails to meet certain operational and network thresholds. SLAs are available at no additional charge or fee to the Customer.

A Customer is eligible for the SLA SRC given the Customer adheres to the conditions stated within this section. The SLA specifies performance criteria against which actual performance for TLS will be compared on a monthly basis.

The TLS SLA includes the following measurements:

Operational SLAs

- Mean Time to Repair (MTTR)
- Network Availability

Network Performance SLAs

Ethernet Virtual Circuit (EVC) Class of Service (CoS) Performance

- Data Delivery Ratio (DDR)
- Round Trip Delay (RTD)
- Jitter

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<sup>32</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>33</sup>

E. Rate Regulations (Continued)

Service Level Agreements (SLA) (Continued)

The SLA SRC will apply to the following TLS elements:

- UNI Port with Access Line Connection
- Ethernet Virtual Circuit (EVC) Bandwidth

To receive SRCs on eligible rate elements, the Customer must have the eligible rate elements listed in its initial subscription based on the established customer of record, or have ordered the eligible rate elements subsequent to its initial subscription. The Company reserves the right to change, alter or discontinue the optional SRC plan at its discretion.

All service performance and provisioning measurements are conducted using the Company monitoring systems and procedures. The Company may change these systems and procedures at its sole discretion. In performing measurements of overall Mean Time To Repair (MTTR) and Network Availability, the Company shall include data measured throughout the territories covered by this tariff.

To receive credit, the Company must receive from the Customer a written request for credit within thirty (30) calendar days of the end of the monitoring period that the SRC is referencing. The Customer's request for credit must be submitted to the appropriate Company entity (office or interface) in a manner prescribed by the Company. The request must include a list of all impacted circuit/connection identification numbers and the type of SRC requested for each circuit/connection. The SRC monitoring period is based on a calendar month.

Operational Service Level Agreements (SLAs)

Mean Time to Repair (MTTR)

MTTR is the average mean time for the Company to repair Customer reported interruptions for service that is within the Company's network. A TLS service is interrupted when it becomes unusable to the Customer because of a failure of a facility component within the Company's network that is used to furnish service under this tariff.

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<sup>33</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>34</sup>

E. Rate Regulations (Continued)

Service Level Agreements (SLA) (Continued)

Operational Service Level Agreements (SLAs) (Continued)

Mean Time to Repair (MTTR) (Continued)

MTTR Measurement

Under the MTTR SLA, the Company will measure the average Time to Repair (TTR) for Customer-reported interruptions in the services with respect to TLS Access Lines. To be measured under this SLA, the Customer must report any interruption to a Company-designated entity for the opening of a trouble ticket. The TTR is measured from the date and time a trouble ticket is opened by the Company and the date and time when such ticket is closed by the Company. In measuring the TTR, any stop clock time or adjusted duration time associated with the trouble shall be subtracted from such measurement. For purposes of this measurement, stop clock time refers to

- periods when Customer testing is occurring;
- periods when the Company is awaiting the Customer's authorization to commence work on a TLS Access Line;
- periods when the Company is denied access to the Customer's premises or facilities as necessary to diagnose, repair or test
- periods following a repair of a TLS Access line when the ticket is held open by the Customer to ensure the trouble is resolved and
- any time period during which any of the listed occurrences existed, as set forth in SLA Exclusions following.

The SLA shall not apply to cases of trouble where no trouble was found or repeated cases of trouble for the same interruption. The MTTR SLA shall be measured on a calendar month basis and shall be calculated by adding the TTR for all interruptions and dividing that sum by the total number of trouble tickets opened for interruptions for the Customer during that month.

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<sup>34</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.



TRANSPARENT LAN SERVICE (TLS) <sup>35</sup>

E. Rate Regulations (Continued)

Service Level Agreements (SLA) (Continued)

Operational Service Level Agreements (SLAs) (Continued)

Mean Time to Repair (MTTR) (Continued)

MTTR SRCs

If the MTTR is greater than four (4) hours over the calendar month, then 50% of the one month TLS Access Line monthly charge shall be given as a MTTR SRC for those Access Lines which have been out of service for longer than four (4) hours and have been reported by the Customer via a trouble ticket to the Company. The MTTR SRC credit excludes and is not applicable to scheduled maintenance, scheduled downtimes or delays resulting from an event of force majeure.

Network Availability

Network Availability refers to the percentage of time during a calendar month that the TLS is available for use by the Customer.

Network Availability Measurement

The Company threshold for Network Availability is 99.90%. Network Availability is calculated on a per TLS Port Connection basis as follows:

$$\frac{((24 \times \text{Number of Days in Month} \times \text{Number of TLS Port Connections}) - (\text{Number of Hours Out of Service during Month}))}{(24 \times \text{Number of Days in Month} \times \text{Number of TLS Port Connections})}$$

The Company will not round up the calculation to reach the 99.90% threshold. This SLA is only available for outages reported by the Customer via a trouble ticket to the Company.

Network Availability SRCs

If the overall Network Availability measurement is less than the threshold of 99.90% for a calendar month, the Company will provide a credit equal to ten percent (10%) of the associated monthly charge for any individual TLS port connection that did not meet such threshold during such calendar month.

<sup>35</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>36</sup>

E. Rate Regulations (Continued)

Service Level Agreements (SLA) (Continued)

Network Performance SLAs

Network Performance SLA applies to all Customers subscribing to an EVC Class of Service (CoS) within a local network consisting of the following types:

- Real Time EVC bandwidth CoS, and
- Priority Data EVC bandwidth CoS.

The performance SLA is hierarchical in nature and statistically-based. Conformance is determined on a Met or Missed basis, first on a per-hour basis and then on a per-month conformance basis.

Per-Hour Conformance - For each hour in the month, a determination is made as to whether the performance objectives are 'Met' for the CoS attributes related to the CoS instance on a given EVC. For a given Hour (e.g., H1), the overall performance objective is 'Met' if the performance objectives for each of the Data Delivery Ratio (DDR), Round Trip Delay (RTD), and Jitter, attributes are 'Met'. If any of the attribute objectives are 'Missed', then the overall performance objective for Hour (H1) is determined to be 'Missed'.

Per-Month Conformance - For the month, a determination is made as to the percentage of hours that the overall performance objective is 'Met'. So, for a given Month (e.g., M1), the monthly performance guarantee is 'Met' if the % of hours 'Met' for the month meet or exceed the monthly objective.

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<sup>36</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>37</sup>

E. Rate Regulations (Continued)

Service Level Agreements (SLA) (Continued)

Network Performance SLAs (Continued)

EVC Class of Service Network Performance SLA shall be based on the following Ethernet frame traffic criteria:

Data Delivery Ratio (DDR)

DDR is defined as the ratio of service frames successfully received from the network relative to the number of service frames offered to the network. The DDR definition is restricted to service frames that are compliant to the subscribed Committed Information Rate (CIR) profile. Interruptions caused by MTTR activity shall be excluded from the measurement of DDR.

Real Time EVC Bandwidth - Data Delivery Ratio

The Company threshold for Data Delivery Ratio is 99.5% in a calendar month.

Real Time EVC Bandwidth - Data Delivery SRCs

If the overall Data Delivery measurement does not meet the per month conformance then the Company shall provide an SRC equal to ten percent (10%) of the monthly charge for any individual EVC that did not meet such threshold during such calendar month.

Priority Data EVC Bandwidth - Data Delivery Ratio

The Company threshold for Data Delivery Ratio is 99% in a calendar month.

Priority Data EVC Bandwidth - Data Delivery SRCs

If the overall Data Delivery measurement does not meet the per month conformance then the Company shall provide an SRC equal to ten percent (10%) of the monthly charge for any individual EVC that did not meet such threshold during such calendar month.

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<sup>37</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>38</sup>

E. Rate Regulations (Continued)

Service Level Agreements (SLA) (Continued)

Network Performance SLAs (Continued)

Round Trip Delay (RTD)

RTD is defined as the time (in milliseconds) it takes for a service frame to be sent from one UNI to another UNI and back again (includes link insertion delays, propagation delays and queuing delays in the network). The RTD calculation includes only the time the packet is in the network, i.e., the processing time spent in devices attached to the UNI are factored out of the definition. The RTD definition is restricted to service frames that are compliant to the subscribed CIR profile.

Real Time EVC Bandwidth - Delay Measurement

The Company threshold for Delay is 20 milliseconds.

Real Time EVC Bandwidth - Delay SRCs

If the overall delay measurement does not meet the per month conformance then the Company shall provide an SRC equal to ten percent (10%) of the monthly charge for any individual EVC that did not meet such threshold during such calendar month.

Priority Data EVC Bandwidth - Delay Measurement

The Company threshold for Delay is 50 milliseconds.

Priority Data EVC Bandwidth - Delay SRCs

If the overall delay measurement does not meet the per month conformance then the Company shall provide an SRC equal to ten percent (10%) of the monthly charge for any individual EVC that did not meet such threshold during such calendar month.

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<sup>38</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>39</sup>

E. Rate Regulations (Continued)

Service Level Agreements (SLA) (Continued)

Network Performance SLAs (Continued)

Jitter

Jitter is defined as the variance in frame delay (in milliseconds) between two service frames as measured at the ingress and egress UNIs. The jitter definition is restricted service frames that are compliant to the subscribed CIR profile.

Real Time EVC Bandwidth - Jitter Measurement

The Company threshold for Delay is 5 milliseconds.

Real Time EVC Bandwidth - Jitter SRC

If the overall jitter measurement does not meet the per month conformance then the Company shall provide an SRC equal to ten percent (10%) of the monthly charge for any individual EVC that did not meet such threshold during such calendar month.

Validation for Operational and Network Performance SLAs

Customer Validation

Operational SLAs:

The Customer must submit in writing a list of all impacted circuit/connection identification numbers and the type of SRC requested for each circuit/connection. The written request for credit must be submitted to the appropriate Company entity in the manner prescribed by the Company in this price list.

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<sup>39</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>40</sup>

E. Rate Regulations (Continued)

Service Level Agreements (SLA) (Continued)

Validation for Operational and Network Performance SLAs (Continued)

Customer Validation (Continued)

Network Performance SLAs:

The Customer must request SRCs for Network Performance SLAs and may submit in support of such request its own measurements made by industry-standard network performance measuring equipment. Such equipment shall be subject to prior approval by the Company and be capable of the following:

For the DDR SLA, the equipment must be capable of determining the number of actual packets sent and successfully received between two (2) Customer locations.

For the RTD SLA, the equipment must be capable of measuring the transmission of a series of 128-byte time-stamped packets to a measurement system from one Customer location to another Customer location. The measurement systems must be time-synchronized by using a network based timing source that uses Greenwich Mean Time (GMT).

For the Jitter SLA, the equipment must be capable of measuring the transmission of a series of at least fifty (50), 128-byte time stamped packets at a fixed interval between each packet from one Customer location to a measurement system at another Customer location. The measurement systems must be time-synchronized by using a network based timing source that uses Greenwich Mean Time (GMT).

All equipment must be capable of measuring from edge to edge (Customer Premises Equipment (CPE) to CPE) and to make the measurement every five (5) minutes per hour for four (4) hours total per day, for a total of two-hundred and forty (240) measures per day. In order to be considered, such measurements must include at least seven consecutive days' worth of measurements for four (4) hours per day.

Company Validation

The Company will research and validate the Customer-submitted SRC in accordance with its own procedures and systems. The Company may, at its discretion, use either the Customer-provided data or its own measurement data (or above mentioned formulas) to evaluate and assess whether SRCs are warranted.

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<sup>40</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>41</sup>

E. Rate Regulations (Continued)

Service Level Agreements (SLA) (Continued)

SLA Exclusions

SLAs do not apply to the extent that any of the following reasons prevented the Company from meeting such SLAs:

The acts of the Customer or other party authorized by the Customer to use the TLS circuit/connection, including but not limited to Customer's negligence, Customer's refusal to grant the Company reasonable access to its premises for testing/repair, Customer's refusal to release the TLS circuit/connection for testing and/or repair, Customer's maintenance activities or its rearrangement of the TLS circuit/connection or where the Customer has exceeded the purchased EVC bandwidth;

Subsequent reports (i.e., additional Customer inquiries) while the trouble is pending;

Service troubles closed due to the Customer's action;

Service troubles repaired by the Company prior to its receipt of a trouble report;

Service trouble caused by the Customer's CPE or facilities on its side of the demarcation point or any power, equipment, service or systems not provided by the Company;

An Interruption related to the provisioning of a new TLS Access Line or Access Lines in service for less than a month;

Scheduled maintenance and downtimes;

Unavailability of network monitoring or management equipment or reporting;

Any other reason outside the control of the Company.

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<sup>41</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>42</sup>

E. Rate Regulations (Continued)

Service Level Agreements (SLA) (Continued)

Limitations on SRCs

The combined total of any SRCs applied to the Customer's TLS service for a calendar month must meet the following conditions:

For any calendar year, the total SRCs shall not exceed ten percent (10%) of the total annual revenue of the prior calendar year billed to the Customer for qualifying service elements, or \$200,000 per Customer, whichever is less. For any calendar year in which the Customer has less than twelve (12) full months of revenue for qualifying service elements in the prior calendar year, the SRCs may not exceed \$20,000 per Customer for TLS Network.

To receive an SRC, the Customer must request such SRC in writing within thirty (30) calendar days of the end of the monitoring period of the referenced SRC. The request must include a list of all impacted EVC identification numbers and the type of SRC requested for each EVC.

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<sup>42</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.



<u>TRANSPARENT LAN SERVICE (TLS)</u> <sup>43</sup>		
F. <u>Rates and Charges</u>	<u>Nonrecurring Charge</u> <sup>44</sup>	<u>Monthly Rate</u>
<u>Standard Access Line, Per Line</u>		
Month-to-Month		
10 Mbps	\$1,300.00	\$1,200.00
100 Mbps	1,300.00	2,200.00
1000 Mbps	1,300.00	3,700.00
Three Year Term Commitment <sup>3</sup>		
10 Mbps	--	1,000.00
100 Mbps	--	1,800.00
1000 Mbps	--	3,200.00
Five Year Term Commitment <sup>45</sup>		
10 Mbps	--	900.00
100 Mbps	--	1,600.00
1000 Mbps	--	2,900.00

<sup>43</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

<sup>44</sup> Applies in lieu of services charges found elsewhere in this Price List or other Company Tariffs.

<sup>45</sup> See Termination Liability in E. preceding for termination prior to completion of the term commitment period.

<u>TRANSPARENT LAN SERVICE (TLS)</u> <sup>46</sup>		
F. <u>Rates and Charges</u> (Continued)	<u>Nonrecurring Charge</u> <sup>47</sup>	<u>Monthly Rate</u>
<u>Protected Access Line, per line</u>		
Month-to-Month Plan		
100 Mbps	\$ 1,300.00	\$ 3,600.00
1000 Mbps	1,300.00	6,000.00
Three Year Term Commitment		
100 Mbps	N/A	3,000.00
1000 Mbps	N/A	5,200.00
Five Year Term Commitment		
100 Mbps	N/A	2,700.00
1000 Mbps	N/A	4,800.00

<sup>46</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

<sup>47</sup> Applies in lieu of services charges found elsewhere in this Price List or other Company Tariffs.

<u>TRANSPARENT LAN SERVICE (TLS)</u> <sup>48</sup>		
F. <u>Rates and Charges</u> (Continued)	<u>Nonrecurring Charge</u> <sup>49</sup>	<u>Monthly Rate</u>
<u>Premier Access Line, Per Line</u>		
Month-to-Month Plan		
100 Mbps	\$ 1,300.00	\$ 1,200.00
1000 Mbps	1,300.00	2,400.00
Three Year Term Commitment		
100 Mbps	N/A	1,000.00
1000 Mbps	N/A	2,000.00
Five Year Term Commitment		
100 Mbps	N/A	900.00
1000 Mbps	N/A	1,800.00

<sup>48</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

<sup>49</sup> Applies in lieu of services charges found elsewhere in this Price List or other Company Tariffs.

<u>TRANSPARENT LAN SERVICE (TLS)</u> <sup>50</sup>		
F. <u>Rates and Charges</u> (Continued)	<u>Nonrecurring Charge</u> <sup>51</sup>	<u>Monthly Rate</u>
<u>EMS – Real Time Access Line, Per Line</u>		
Month-to-Month Plan		
100 Mbps	\$ 1,300.00	\$ 2,500.00
1000 Mbps	1,300.00	4,500.00
Three Year Term Commitment		
100 Mbps	N/A	2,100.00
1000 Mbps	N/A	4,000.00
Five Year Term Commitment <sup>2</sup>		
100 Mbps	N/A	1,900.00
1000 Mbps	N/A	3,700.00
<u>ERS Ethernet Virtual Circuit (EVC)</u>		
ERS EVC Setup, per EVC	\$ 200.00	N/A
ERS EVC Standard (ERS-Std), per EVC		
10 Mbps	N/A	\$ 50.00
100 Mbps	N/A	100.00
1000 Mbps	N/A	200.00

<sup>50</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

<sup>51</sup> Applies in lieu of services charges found elsewhere in this Price List or other Company Tariffs.

<u>TRANSPARENT LAN SERVICE (TLS)</u> <sup>52</sup>		
F.	<u>Rates and Charges</u> (Continued)	
		<u>Nonrecurring Charge</u> <u>Monthly Rate</u>
	<u>ERS Ethernet Virtual Circuit (EVC)</u> (Continued)	
	ERS EVC Basic (ERS-B) Bandwidth, per Class	
	1 Mbps	N/A                      \$ 15.00
	2 Mbps	N/A                      30.00
	3 Mbps	N/A                      45.00
	4 Mbps	N/A                      60.00
	5 Mbps	N/A                      75.00
	6 Mbps	N/A                      90.00
	7 Mbps	N/A                      105.00
	8 Mbps	N/A                      120.00
	9 Mbps	N/A                      135.00
	10 Mbps	N/A                      150.00
	20 Mbps	N/A                      300.00
	30 Mbps	N/A                      450.00
	40 Mbps	N/A                      600.00
	50 Mbps	N/A                      750.00
	60 Mbps	N/A                      850.00
	70 Mbps	N/A                      950.00
	80 Mbps	N/A                      1,050.00
	90 Mbps	N/A                      1,150.00
	100 Mbps	N/A                      1,250.00
	200 Mbps	N/A                      1,350.00
	300 Mbps	N/A                      1,450.00
	400 Mbps	N/A                      1,550.00
	500 Mbps	N/A                      1,650.00
	600 Mbps	N/A                      1,740.00
	700 Mbps	N/A                      1,830.00
	800 Mbps	N/A                      1,920.00
	900 Mbps	N/A                      2,010.00
	1,000 Mbps	N/A                      2,100.00

<sup>52</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

TRANSPARENT LAN SERVICE (TLS) <sup>53</sup>

F. Rates and Charges (Continued)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
<u>ERS Ethernet Virtual Circuit (EVC) (Continued)</u>		
ERS EVC Priority Data (ERS-PD) Bandwidth, per Class		
1 Mbps	N/A	\$ 40.00
2 Mbps	N/A	80.00
3 Mbps	N/A	120.00
4 Mbps	N/A	160.00
5 Mbps	N/A	200.00
6 Mbps	N/A	220.00
7 Mbps	N/A	240.00
8 Mbps	N/A	260.00
9 Mbps	N/A	280.00
10 Mbps	N/A	300.00
20 Mbps	N/A	600.00
30 Mbps	N/A	900.00
40 Mbps	N/A	1,200.00
50 Mbps	N/A	1,500.00
60 Mbps	N/A	1,720.00
70 Mbps	N/A	1,940.00
80 Mbps	N/A	2,100.00
90 Mbps	N/A	2,300.00
100 Mbps	N/A	2,500.00
200 Mbps	N/A	2,700.00
300 Mbps	N/A	2,900.00
400 Mbps	N/A	3,100.00
500 Mbps	N/A	3,300.00

<sup>53</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.

<u>TRANSPARENT LAN SERVICE (TLS)</u> <sup>54</sup>		
F. <u>Rates and Charges</u> (Continued)		
	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
<u>ERS Ethernet Virtual Circuit (EVC)</u> (Continued)		
ERS EVC Real Time (ERS-RT) Bandwidth, per Class		
1 Mbps	N/A	\$ 120.00
2 Mbps	N/A	240.00
3 Mbps	N/A	360.00
4 Mbps	N/A	480.00
5 Mbps	N/A	600.00
6 Mbps	N/A	660.00
7 Mbps	N/A	720.00
8 Mbps	N/A	780.00
9 Mbps	N/A	840.00
10 Mbps	N/A	900.00
20 Mbps	N/A	1,175.00
30 Mbps	N/A	1,450.00
40 Mbps	N/A	1,725.00
50 Mbps	N/A	2,000.00
60 Mbps	N/A	2,200.00
70 Mbps	N/A	2,400.00
80 Mbps	N/A	2,600.00
90 Mbps	N/A	2,800.00
100 Mbps	N/A	3,000.00
	<u>Nonrecurring Charge <sup>1</sup></u>	<u>Monthly Rate</u>
<u>TLS Domain Change, Per Location, Per Change</u>	\$400.00	

<sup>54</sup> Offering is limited to existing customers at existing locations as of March 1, 2013.