

ACCESS

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1. GENERAL

1.1 **Service Definition.** Access connects the Customer Site to the edge of the Verizon network from which Customer can connect to other Verizon services.

1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a “+” and sometimes referred to as Rapid Delivery) and non-Optimized Services Ethernet Access and Network Services Local Access Service. In particular, standard and optional features that apply to both are set out in this General Section 1. Section 2 (Available Versions) describes the characteristics particular to Optimized Service – Access +, and then to the non-Optimized Services – Ethernet Access and Network Services Local Access Service.

1.2 **Standard Features**

1.2.1 Access provides a point-to-point circuit to reach associated Verizon network services.

1.3 **Optional Features**

1.3.1 **Network Survivability and Diversity (NS&D).** With NS&D, Verizon provides alternative mechanisms for maintaining network access during a disruption to regular service, as described below for the relevant Access versions. Verizon determines the location of particular NS&D features, all of which are subject to availability.

1.3.2 **Proactive Notification (Optimized Services Only).** Where Customer receives Proactive Notification for a network service, it will also apply to the Access connected to that network service. Proactive Notification is described in Customer’s applicable network Service Attachment.

1.4 **Customer Responsibilities**

1.4.1 **Installation.** Unless otherwise provided by Verizon under a separate Service Attachment, Customer will provide the following to support installation activities such as site surveys, testing and activation:

- Space and power for Verizon terminating equipment if required to deliver service.
- All facilities and internal cabling to connect Customer's Site to the Demarcation of the Access circuit.
- Notice to Verizon of the existence and location of wiring or any other risk factors on the Customer's Site which may affect Verizon's installation of the Access circuit.

2. AVAILABLE VERSIONS

2.1 Optimized Services – Access+

2.1.1 Standard Service Features

2.1.1.1 **Access Speed.** Verizon provides capacity throughput based on the Access Speed selected by the Customer, which is the maximum possible speed.

2.1.1.2 **Performance Grades.** Verizon provides operational performance (e.g., mean time to repair and availability) and application performance (e.g., data delivery ratio) at the performance grade (e.g., Platinum, Gold, Silver, Bronze) selected by the Customer.

2.1.1.3 **Handoff.** Verizon hands off Access service based on Customer's equipment (e.g., Ethernet, TDM, Wireless), which include the following characteristics:

- For Ethernet, Verizon provides a User Network Interface (UNI) that allows Customer to terminate one or more Ethernet virtual connections ("EVC's") onto a single Ethernet Access UNI).
- For Time Division Multiplexing ("TDM"), Verizon's handoff may include an Access connection over a Dense Wave Division Multiplexing network.
- For Wireless Connection (Outside the US), Verizon provides Access via a wireless connection (used as primary or backup access) into Customer's Verizon-provided services.

2.1.1.4 **UNI Speed.** For an Ethernet handoff from Customer Equipment, Verizon provides the UNI at the speed ordered by Customer.

2.1.1.5 **Demarcation Interface Options.** Verizon provides electrical and optical demarcation interface options.

2.1.2 Optional Service Features

2.1.2.1 **Express Connect.** With Express Connect, Verizon provides access to supported Verizon network services through a wireless connection until the wired service is activated except for customers outside the U.S. who requested a wireless

connection only. At the time wired service is activated, this wireless connection is converted to wireless backup service. Details on supported Verizon network services is available from Verizon on request.

2.1.2.2 **Wireless Backup.** With Wireless Backup, Verizon provides wireless backup for Customer Internet Dedicated service, or connectivity for a remote location into a Verizon-provided network service.

2.1.2.3 **Network Survivability &Diversity.** The following NS&D options are available:

- **Layer 2 Aggregation Geographic Diversity.** With Layer 2 Aggregation Geographic Diversity, Verizon provides a second Customer circuit connected to a different Verizon Layer 2 aggregation device (determined by Verizon) in a different building from the primary circuit.
- **Customer Premises Diversity (U.S. Only).** With Customer Premises Diversity, Verizon will deliver Access via either a 2 or 4 wire facility, rather than a single wire facility.
- **Carrier Diversity.** Where Verizon provides the primary Access circuit, and Customer orders Carrier Diversity, Verizon will obtain an additional access circuit from an alternate access provider, where available. Carrier Diversity does not provide path diversity nor ensure full geographic diversity.
- **Preferred Carrier Designation.** With the Preferred Carrier Designation feature, Verizon will obtain the access circuit from an access provider selected by Customer from available carriers. The Preferred Carrier Designation feature does not provide path diversity nor ensure full geographic diversity.

2.1.2.4 **Customer-Provided Carrier Facility Assignment (CFA) (U.S. Only).** Upon Customer request, Verizon will deliver Access to the designated meet-me point on the Customer's private Verizon or ILEC dedicated rings, hubs and channelized facilities.

2.1.2.5 **Customer-Provided Access.** With the Customer-Provided Access feature, where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizon-approved location, Verizon will connect that local access circuit to its related Verizon network service(s).

2.1.2.6 **Customer Provided UNI (U.S. Only).** Where Customer has a qualifying Verizon ILEC UNI (e.g., for an existing Ethernet service), Verizon will deliver Access to that UNI. Details on qualifying UNIs are available on request.

2.1.3 **Customer Responsibilities**

2.1.3.1 **Customer Provided Carrier Facility Assignment.** Where Access is provided to a Customer-provided Carrier Facility Assignment (CFA), Customer will provide a letter of authorization (LOA) when the terminating facilities are not provided by Verizon as part of Access, including when the terminating facilities are provided by a Verizon

ILEC. Customer will ensure there is adequate capacity on the facility when providing CFA.

2.1.3.2 **Customer-Provided UNI.** Customers providing the UNI between Verizon's Access service and the Customer's equipment will obtain an LOA authorizing Verizon to order an Ethernet virtual connection to the Customer-provided UNI. Customer will ensure there is adequate capacity on the UNI.

2.1.3.3 **Abuse or Fraudulent Use of SIM Cards.** Customer will use SIM cards provisioned by Verizon in connection with Access service only to use that service. Any other use is a material breach of the Agreement.

2.1.3.4 **Quality of Signal.** Customer will check the quality of the signal at the location where the Access with a wireless connection will be installed prior to ordering the service. Wireless network coverage and other factors may affect the availability and performance of the service.

2.2 **Non-Optimized Services (U.S. Only)**

2.2.1 **General**

2.2.1.1 **Versions of Non-Optimized Services.**

- Ethernet Access
- Network Services Local Access Services (TDM Access – US Interstate and International)
 - Analog Access
 - DS0 or E0 Access
 - T1 or E1 Digital Access
 - DS3 or E3 Access
 - SONET or STM Access
 - Enterprise Digital Subscriber Line

2.2.1.2 **Network Configurations.** Ethernet Access and Network Services Local Access are ordered based on Customer's network configuration (see types below). Configuration types reflect the performance characteristics and carrier facilities used to provide service. Verizon network optimization and other updates may result in a change in the network configuration used to provide service to Customer but Customer's performance characteristics will remain the same or better.

<u>Type</u>	<u>Performance Characteristics</u>
<u>1*</u>	<u>On-Net Premium</u>
<u>2 (U.S. Only)</u>	<u>Off-Net Premium</u>
<u>3*</u>	<u>Off-Net Premium</u>
<u>4</u>	<u>Off-Net Premium</u>
<u>5 (Outside U.S. Only)</u>	<u>Off-Net Premium</u>
<u>EA Standard</u>	<u>Off-Net Standard</u>

*Network Services Local Access is only available on Type 1 and Type 3.

2.2.1.3 **Optional Service Feature - Customer-Provided Access.** With the Customer-Provided Access feature available for Network Services Local Access, where Customer has a third-party local access circuit (subject to an interconnection arrangement with Verizon) at a Verizon-approved location, Verizon will connect that local access circuit to its related Verizon network service(s).

2.2.2 Ethernet Access

2.2.2.1 **Service Definition.** With Ethernet Access, Verizon provides Access with the speed and flexibility enabled by Ethernet technology.

2.2.2.2 **Standard Service Features.** Ethernet Access allows Customer to terminate single and/or multiple Ethernet Virtual Circuits (EVCs) from Customer equipment onto a single Ethernet Access UNI.

2.2.2.3 **Optional Service Features**

- **(NS&D) Layer 2 Switch Geographic Diversity.** With Layer 2 Switch Geographic Diversity, Verizon provides a second Customer circuit connected to a different Verizon Layer 2 switch device (determined by Verizon) in a different building from the primary circuit.
- **(NS&D) UNI Device Diversity (U.S. Only).** Where Customer orders UNI Device Diversity at the same time as the primary Type 1 or Type 3 Access circuit, Verizon provides a second Customer circuit via a unique Network Interface Device (NID) at the same customer premises.
- **(NS&D) UNI Card Diversity (U.S. Only).** Where Customer orders UNI Card Diversity at the same time as the primary Ethernet Access circuit, Verizon provides a second circuit via a unique customer-facing card on the Network Interface Device (NID) at the same customer premises.
- **(NS&D) UNI Port Protection.** With UNI Port Protection for Type 1, and Type 3 on FET and GBE interfaces, Verizon provides an additional interface port connection at Customer's designated premises.

2.2.3 Network Services Local Access – Analog Access (U.S. Only)

2.2.3.1 **Service Definition.** With Analog Access, Verizon provides Access with the characteristics enabled by analog technology.

2.2.3.2 **Standard Service Features.** With Analog Access, Verizon provides a 56/64kbps Access circuit that provides voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz.

2.2.3.3 **Optional Service Features**

- **Signaling.** With Signaling, Verizon provides the capability for one Customer premises to alert another Customer premises of the same service with which it wishes to communicate.
- **Data Conditioning.** With Data Conditioning, Verizon provides transmission characteristics for Voice Grade Services, such as controlling attenuation distortion and envelope delay distortion.
- **Access Integration Option.** With the Access Integration Option, Verizon enables Customers to utilize their dedicated Access lines to carry traffic for both an inbound and an outbound service over the same circuits.

2.2.4 **Network Services Local Access – DS0 and E0 Access.**

2.2.4.1 **Service Definition.** With DS0 and E0 Access, Verizon provides a digital Access circuit up to 64 kbps.

2.2.5 **Network Services Local Access – T1 or E1 Digital Access**

2.2.5.1 **Service Definition.** With T1 or E1 Digital Access, Verizon provides a high capacity digital local Access arrangement, with 24 channels and up to 1.544 Mbps for the T1 and 2.048Mbps for E1.

2.2.5.2 **Optional Features Integrated Services Digital Network (“ISDN”) Service.** With ISDN, Verizon transports voice, data, and video communications services on a single circuit via standard interfaces.

- **Access Integration Option.** With the Access Integration Option Verizon enables Customers to utilize their dedicated Access lines to carry traffic for both an inbound and an outbound service over the same circuits.
- **Primary Rate Interface (“PRI”).** With PRI, Verizon will transport traffic from MCI 800 Service and Vnet, and MCI 800 Service and MCI Vision on a single circuit. An attribute of PRI, Call-by-Call Service Configuration, allows for these services to share dynamically allocated individual circuits within the PRI. The PRI consists of a 64 kbps D channel and 23 B channels of 64 kbps each. The bearer, or B, channels are used to access Verizon services supported over the PRI. The D channels are used to carry signaling and control information for the associated B channels.
- **Call-by-Call Service Configuration.** With Call-by-Call Service Configuration, Verizon will transport traffic across the B channels within a PRI for multiple subscribed services. Call-by-Call Service Configuration can be used in the following combinations: Vnet /MCI 800 Service and MCI Prism 1/MCI 800 Service.

2.2.6 Network Services Local Access – DS3 or E3 Local Access. DS3 and E3 Local Access provides a high capacity digital local Access arrangement that consists of an Access circuit) that relies on DS3 or E3 transmission technology.

2.2.7 Network Services Local Access – SONET or STM Access. With SONET (Synchronous Optical Networking), Verizon uses a protocol designed to transfer digital data over fiber optic channels to provide a high capacity digital local Access arrangement with OC3/STM-1 and above access.

2.2.8 Enterprise Digital Subscriber Line (eDSL). With eDSL, Verizon provides a capability to originate and terminate high-speed digital data over twisted-pair copper wire connections at speeds ranging between 128 kbps and 1.024 Mbps. eDSL is no longer available for new installations.

3. SUPPLEMENTAL TERMS

3.1 Third Party Vendors/Carriers. When the Access circuit is procured from a third party carrier, and the third party carrier requires certain forms to be signed to process Customer's order (e.g., Warranties of Agency, Letters of Agency, Right of Entry forms, service terms, etc.), Customer will sign such forms promptly in order to procure the Access in a timely manner.

3.2 Access Availability. The actual availability of Access cannot be determined definitively until the date of installation. If Customer-ordered Access is determined to be unavailable, Verizon will notify Customer promptly, cancel the unavailable order, and upon Customer request, requote the Access based on the latest availability information. There will be instances where a circuit is quoted, using the information available at the time of a quote, but at the time the order is placed or upon installation, the Access is deemed not available and other Access, sometimes with higher charges may be required and in such instances the circuit is quoted to Customer.

3.3 Country-Specific Service Limitations

3.3.1 Permitted Use. For Access provided outside Hawaii and the U.S. Mainland or within Alaska, Customer will use Access circuits only in conjunction with a Verizon-provided network service. If Customer violates this use requirement, Verizon may terminate the Access circuit or take other appropriate action to meet its legal and regulatory obligations.

3.3.2 United States – Interstate Service Only. Access in the US Mainland is offered only on a jurisdictionally interstate basis. With respect to its use of Access, Customer agrees that more than 10 percent) of Customer's per-circuit traffic crosses state line boundaries (which is commonly referred to as 10 PIU – Percent Interstate Usage).

4. SERVICE LEVEL AGREEMENT (SLA). There is no separate Service Level Agreement for Access. Access is included in the SLA for the network service to which it is connected (e.g. Private IP, Internet Dedicated, etc.).

5. FINANCIAL TERMS

5.1 Optimized Service. Customer will pay the charges for Optimized Access + specified in the Agreement, including those below. Charges below are in U.S. dollars and will be billed in the invoice currency for the associated service. In the U.S., the charges for Optimized Access + are at the following URL: http://www.verizonenterprise.com/external/service_guide/reg/cp_access_plus_access_pricing_toc.htm

5.1.1 Administrative Charges.

<u>Administrative Charge</u>	<u>Charge Instance</u>	<u>NRC</u>
<u>Administrative Change</u>	<u>Per Change</u>	<u>\$60</u>
<u>Cancellation of Order</u>	<u>Per Circuit</u>	<u>\$800</u>
<u>Expedite in the United States</u>	<u>Per Circuit</u>	<u>\$1,400</u>
<u>Expedite in Canada and France</u>	<u>Per Circuit</u>	<u>\$6,000</u>
<u>Expedite in other countries</u>	<u>Per Circuit</u>	<u>\$3,000</u>
<u>After Hours Installation</u>	<u>Per Circuit</u>	<u>\$600</u>
<u>Pending Order Change</u>	<u>Per Circuit</u>	<u>\$200</u>
<u>Physical Change</u>	<u>Per Circuit</u>	<u>\$200</u>
<u>Service Date Change</u>	<u>Per Circuit</u>	<u>\$100</u>
<u>Bandwidth Reconfiguration</u>	<u>Per Circuit</u>	<u>\$200</u>

5.1.2 Off Net Special Build. Where Verizon uses third-party network(s) to provide Access, and a third party needs to extend its network to reach the Customer Site, Verizon will arrange for the third party to perform such work. Customer will pay the cost of that third-party work, which will be added to Customer's Service Order and which will extend the installation period.

5.1.3 Special Construction. If, after an order is placed, Verizon finds that third-party special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Access service, Verizon will notify the Customer of any such special construction charges. If Customer does not accept the special construction charges, Customer may terminate the order(s) affected by the special construction charges, with no cancellation fee(s).

5.1.4 Wireless Connections. Monthly data plan charges for wireless connections are billed in advance. Overage usage (usage in excess of the monthly data plan amount) will be rounded to the next full GB of traffic and will be billed in arrears. Data usage not used in a particular monthly billing period may not be carried forward to another month the data plan selected by Customer. With regard to Wireless UNI, Customer charges are based on data usage sent through the wireless connection (including resent data), not data usage received by Customer Equipment.

- 5.1.5 **Wireless Connection - Outside the US.** With respect to Customer-requested upgrades to its data plan for Access with Wireless UNI, the MRC will be prorated according to the date the new data plan is available to Customer. Overage usage will be based on the data plan in effect on the last day of the billing period when traffic usage is calculated. The billing period with respect to overage usage may differ according to the country where Access with Wireless UNI is provisioned.
- 5.1.6 **Express Connect – US Only.** Customer will pay Verizon’s standard MRC for Wireless UNI plus an NRC that covers all of Customer’s usage while Wireless UNI is being used as Express Connect.
- 5.1.7 **Express Connect - Outside the US.** Customer will pay Verizon’s standard MRC for the data plan selected for the Wireless Connection and the Overage usage charges, as applicable.
- 5.1.8 **Carrier Facilities Assignment (CFA).** The MRC and NRC for Carrier Facilities Assignment are inclusive of Verizon charges and include port/rider/appearance charges only when the facility provider charges Verizon back for these charges. Where the facility provider charges Customer directly for port/rider/appearance charges, Customer is responsible for paying for such charges directly to the provider, and Verizon’s invoices to Customer will not include such charges. Customer must provide the following information: Meet Me location and ring/hub/parent provider name. If a Verizon (non-Verizon ILEC) Ring, Customer must also provide the Verizon ring/hub status, and Verizon ring/hub type. If Customer provides incorrect information, the CFA may need to be re-quoted.
- 5.1.9 **Charges for Customer-Provided Access.** Where Customer provides its own local access service, an Access MRC and NRC (cross-connect charge) will still apply to cover Verizon’s provision of a physical connection from that access service to the Service Equipment used to provide the associated Verizon network service. If incorrect information is provided by Customer, the cross-connect will need to be re-quoted.
- 5.1.10 When Local Access with Wireless Connection provided in the U.S. is used with Verizon’s Internet Dedicated Service, such connection is subject to the following Wireless Regulatory Surcharge: \$0.02 per connection per month.
- 5.1.11 **Access Speed Changes.** Speed changes on an existing Access circuit are only supported by Verizon in specific limited circumstances. Otherwise, where alternative Access speeds are available from Verizon, Customer must present a new order to Verizon to obtain such alternative speeds and simultaneously terminate its existing Access service, for which it will pay early termination charges if applicable. Customer will be responsible for any third party charges incurred by Verizon in order to implement any requested Access speed changes or any termination. The applicable NRC and MRC associated with the new Access circuit speed will be effective from the day the changed Access bandwidth is available to Customer.

5.1.12 **Access Moves.** Customer-requested moves of Access to a new location will be quoted on an individual case basis and, as with speed changes, may require the termination of Customer's existing Access circuit and installation of a new one. For Customer-requested moves of Access to a new location, Customer will pay early termination charges as applicable and any third party charges incurred by Verizon in order to implement the move. The newly-contracted Access will include the applicable NRC and MRC associated with the new Access circuit.

5.1.13 **NS&D Features.** Customer must order and pay for the two access circuits from Verizon to configure Layer 2 Aggregation Geographic Diversity and Carrier Diversity, plus an additional charge for the Diversity Feature itself, as applicable. With Preferred Carrier Designation Diversity, Customer must order and pay for the access circuit, plus an additional charge for the Diversity Feature itself, as applicable.

5.2 **Non-Optimized Service.** Customer will pay MRCs and NRCs for non-Optimized Access Service as specified in the Agreement. The online pricing for Access provided by a U.S. entity is at http://www.verizonenterprise.com/external/service_guide/reg/cp_access_network_services_local_access.htm.

5.2.1 **Commitment Period.** Customer will pay the applicable circuit MRC for any Network Services Local Access Service circuit of DS3 or larger or for any Ethernet Access for a minimum of 12 months, which Customer will pay even if the circuit is cancelled sooner (unless cancelled by Customer for Cause, as defined in Customer's Agreement).

5.2.2 **Special Construction.** If, after an order is placed, Verizon finds that third-party special construction services are needed to build, configure or install any additional facilities and/or equipment necessary for Verizon to provide Access service, Verizon will notify the Customer of any such special construction charges. If Customer does not accept the special construction charges, Customer may terminate the order(s) affected by the special construction charges, with no cancellation fee(s).

6. **DEFINITIONS.** The following definitions apply to Access, in addition to those identified in the Master Terms.

<u>Demarcation</u>	<u>The point where the access circuit is delivered. For jointly used office buildings, it is often a common entrance point for telecommunication providers, which may not be the Customer's physical location.</u>
<u>Meet Me Location</u>	<u>If the customer has a dedicated ring, the Meet Me Location is the node on the ring where customer will provide Carrier Facility Assignment (CFA). For customer provided access, the Meet Me Location is the edge of the Verizon network where the customer is bringing their access (usually a Patch Panel on which the Customer's vendor resides).</u>
<u>Time Division Multiplexing (TDM)</u>	<u>A technique for transmitting two or more signals over the same telephone line, radio channel, or other medium. Each signal is sent as a series of pulses or packets, which are interleaved with those of the other signal or signals and transmitted as a continuous stream.</u>

[Note to reader – the following information can be found under Section 5.2 above]

Ethernet Access Product-Specific Terms and Conditions

~~1. Undertaking of the Company~~

- ~~1.1 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in these Product-Specific Terms and Conditions. Customer will also be required to execute any other documents as may be reasonably requested by the Company.~~
- ~~1.2 In any action between the parties to enforce any provision of these Product-Specific Terms and Conditions, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.~~

~~1.3~~ Notification of Service-Affecting Activities

~~The Company~~ Verizon will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. ~~The Company~~ Verizon will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

~~1.4 Provisions of Equipment and Facilities~~

- ~~1.4.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and~~

~~compliance by the Customer with, the regulations contained in these Product-Specific Terms and Conditions. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.~~

~~1.4.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.~~

~~1.4.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.~~

1.4.42 The Customer shall be responsible for the payment of service charges as set forth herein for visits by ~~the Company~~ [Verizon](#)'s agents or employees to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than ~~the Company~~ [Verizon](#), including but not limited to the Customer.

~~2. Special Construction~~

~~Subject to the arrangement of the Company and to all of the terms and conditions in this Special Construction provision, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:~~

~~(a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;~~

~~(b) of a type other than that which the Company would normally utilize in the furnishing of its services;~~

~~(c) over a route other than that which the Company would normally utilize in the furnishing of its services;~~

~~(d) in a quantity greater than that which the Company would normally construct;~~

~~(e) on an expedited basis;~~

~~(f) on a temporary basis until permanent facilities are available;~~

~~(g) involving abnormal costs;~~

~~(h) in advance of its normal construction; or~~

~~(i) where the Company incurs like Special Construction charges from a third-party provider in the provisioning of a service for Customer.~~

~~2.1 Basis for Special Construction Rates and Charges~~

~~Rates and charges for special construction will be based on the costs incurred by the Company and may include (without limitation): (1) non-recurring type charges, (2) recurring type charges, (3) termination liability, (4) minimum monthly commitment requirements, (5) combinations thereof or any of the following below.~~

- ~~(a) — cost of installation of the facilities to be provided, including estimated costs for the rearrangement of existing facilities. Cost of installation includes the cost of:
 - ~~(1) — Equipment and materials provided or used,~~
 - ~~(2) — engineering, labor, and supervision,~~
 - ~~(3) — transportation, and~~
 - ~~(4) — rights-of-way;~~~~
- ~~(b) — cost of maintenance;~~
- ~~(c) — depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated new salvage;~~
- ~~(d) — administration, taxes, shipping, and uncollectible revenue on the basis of reasonable average costs for these items;~~
- ~~(e) — license preparation, processing, and related fees;~~
- ~~(f) — processing, and related fees;~~
- ~~(g) — any other identifiable costs related to the facilities provided;~~
- ~~(h) — costs incurred from third-party providers for facilities and equipment used; or~~
- ~~(i) — an amount for return and contingencies.~~

3. Prohibited Uses

~~The Company~~ [Verizon](#) may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with ~~the Company~~ [Verizon](#) confirming that their use of the Company's offerings complies with relevant laws ~~and PUC regulations, policies, orders, and decisions.~~

4. Obligations of the Customer

~~If a Customer requests service provisioned by the use of facilities being used to furnish service to another Customer ("Hosting Customer"), the requesting Customer must provide the Company with a valid letter of agency and a carrier facility assignment ("LOA/CFA") prior to its receipt of service. If the service being provided to the Hosting Customer is discontinued or terminated for any reason, the requesting Customer's LOA/CFA will be deemed to be revoked, and its service may be interrupted or terminated without notice. Notwithstanding any provision to the contrary, the Company will not be liable to the requesting Customer in any amount for interrupted or terminated service.~~

5. Station Equipment

~~5.1 — Customer provided terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.~~

~~5.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.~~

~~5.3 Network Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Guide or tariffs of the other communications carriers which are applicable to such connections.~~

~~6. Inspections~~

~~If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.~~

~~7. Payment Arrangements~~

~~7.1 Billing and Collection of Charges~~

~~7.1.1 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.~~

~~7.1.2 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in these Product-Specific Terms and Conditions or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.~~

~~7.1.3 The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.~~

~~8. Discontinuance of Service~~

~~8.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.~~

~~8.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.~~

~~8.3 — Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.~~

~~8.4 — Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.~~

94. Cancellation of Application for Service for Special Cancellation of Application

94.1 Applications for service are noncancellable unless ~~the Company~~ Verizon otherwise agrees. Where ~~the Company~~ Verizon permits Customer to cancel an application for service prior to the start or completion of any special construction, no charges will be imposed except for those specified in Section 94.2, below, and any applicable incidental non-recurring charges for ~~Metro Private Line~~ Ethernet Access ~~Service~~.

94.2 Where ~~the Company~~ Verizon incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before ~~the Company~~ Verizon receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, cost from third-party providers, and any other costs associated with the special construction or arrangements.

405. Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, Customer Premises, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

446. Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in Section 446.1, below, for the part of the service that the interruption affects.

446.1 Credit for Interruptions

446.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by ~~the Company~~ Verizon under these Product-Specific Terms and Conditions. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

~~446.1.2~~ For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified

hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

416.1.3 ~~For Metro Private Line Access Service, a~~ credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to 24 hours, inclusive	2 X outage duration
Over 24 hours	4 X outage duration

Two or more interruptions of 30 minutes or more, during any period up to but not including three hours, shall be considered as one interruption.

For all other services, a credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day

Interruptions Greater Than 24 Hours

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any

period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

427. Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

438. Term and Termination

8.1 If a Customer terminates a Service Order or terminates services before the completion of the term for any reason whatsoever other than ~~a service~~ for Cause, Customer agrees to pay to ~~Company~~ Verizon termination charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination.

~~13.1 Service Commencement Date: The Service Commencement Date for Metro Private Line Services is the first day following the date on which Company notifies Customer that the Metro Private Line Services is available for Customer's use.~~

~~13.2 Minimum Service Period: Customer commits to pay the charges for any circuit for a minimum of one year.~~

~~13.3~~ 3.2 Early Termination: If Customer terminates any services before the end of any period for which Customer has committed to pay for the applicable circuit, except for Termination for Cause as provided in Customer's agreement with ~~Company~~ Verizon, such termination shall not be effective until 60 days after ~~Company~~ Verizon receives written notice of termination and Customer may be required to pay, within 30 days after such date; (a) all accrued but unpaid charges for the applicable circuit incurred through the effective date of termination plus (b) an amount equal to the total of the remaining charges in the first year of the applicable circuit commitment period, if any, plus (c) an amount equal to 75% of the monthly recurring charges for the balance of any such commitment period; provided that, in no event shall Customer's total termination liability exceed the full contract value of the terminated services.

~~14. Customer Service Availability~~

~~The Company's 24-hour toll-free numbers for customer service are as follows:~~

~~Repair and Maintenance: 1-800-444-1111~~

~~Billing Inquiries: 1-800-765-8218~~

~~Representatives qualified to resolve billing questions and other routine administrative matters may be available only during weekday hours of 9:30 a.m. through 5:30 p.m.~~