
SECTION 5 - OBSOLETE SERVICES AND RATES**5.1 Digital Private Line**

This service is no longer available to new Customers.

- A. Digital Private Line Service provides dedicated communications channels for voice, video and data services. The service provides point to point connections through non-switched, non-usage sensitive dedicated facilities for a specific Customer. The service offers two way simultaneous transmission at Customer's selected bandwidth. Communications channels of 56/64 Kbps (DS-0), 1.544 Mbps (DS-1), and 44.736 Mbps (DS-3) are available. Service is subject to availability of necessary facilities and services. Service is available between points in the conterminous U.S. and between points in Hawaii and the conterminous U.S. DS-3 service between the conterminous U.S. and Hawaii is not available at this time.
- B. Additional Terms and Conditions of Service

Existing Customers will continue to pay the rates that were in effect at the time Customer signed the original contract. These rates will remain in effect until the contract expires, unless Customer upgrades service. To qualify as an upgrade of service, one of the following must apply:

- Customer must add a new private line to an existing network
- Customer must replace an existing private line with one of a higher circuit speed

In addition to meeting one of the conditions above, Customer must also renew their existing contract for a term equal to or greater than the original contract (i.e., if Customer is in year two of a three year contract, Customer must sign another contract equal to three years or greater). If Customer does not qualify for an upgrade of service, when Customer's term commitment expires on an original contract, Customer may select a new payment period option at current Rate Schedule rates.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.1 Digital Private Line (Continued)**

C. Three communications channels are offered:

1. 56/64 Kbps (Digital Data Service - DDS)

Digital Data Service offers a single, end-to-end, fully digital dedicated circuit that supports synchronous data transmission at speeds of 56 and 64 Kbps. DDS private lines are typically used for transmitting lower speed data. DDS service is available on one, two, or three-year contract plan.

2. 1.544 Mbps (DS-1)

DS-1 private line service provides a high-capacity, fully digital DS-1 special access interface for use in providing simultaneous two-way transmission of isochronous bipolar serial data signals at the rate of 1.544 Mbps. These services are typically used for applications requiring large volume or high-speed data transmission. DS-1 service is available on 1, 2, or 3-year contract plan.

3. 44.736 Mbps (DS-3)

DS-3 private line service provides high-speed data transmission at 44.736 Mbps through point-to-point, non-switched, non-usage sensitive dedicated facilities for a specific customer. DS-3 service is available on 1, 2, or 3-year contract plan

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.1 Digital Private Line (Continued)

D. Rates and Charges

Three communications channels are offered:

Rates for Digital Private Line Service are based on mileage between Carrier's POPs and on bandwidth. (Mileage calculations are in Section 2.14.) A "full service" private line circuit includes the following elements:

Inter-office channel - POP to POP transport.

Local Access Facilities - access line on both the originating and terminating ends of the circuit.

Central Office Connection - on both the originating and terminating ends of the circuit.

Access Coordination Fee - on both the originating and terminating ends of the circuit.

A "customer coordinated service" private line includes the Inter-Office Channel, Central Office Connection and Access Coordination Fee. Local Access Facilities are arranged by Customer when "customer coordinated service" is purchased.

1. Inter-Office Channel Charges

Charges include a Non-Recurring Charge (NRC), a Monthly Recurring Charge (MRC), and a Monthly Per Mile Rate.

<u>Service Type</u>	<u>NRC</u>	<u>MRC</u>	<u>Per Mile Rate</u>
DDS	\$100.00	\$305.00	\$0.26
DS-1	500.00	2,900.00	3.60
DS-3	1,000.00	16,500.00	45.00

2. Local Access Facilities Charges

Carrier will setup access arrangements on behalf of Customer when full service digital private line service is purchased. Access facilities arranged by Carrier will be billed to Customer at rates of the underlying carrier. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.1 Digital Private Line (Continued)**

D. Rates and Charges (Continued)

3. Central Office Connection

Central Office Connection charges apply on both the originating and terminating ends of a circuit and are determined based on the type of access interconnected. The central office connection charge includes both a non-recurring installation charge (NRC) and a monthly recurring charge (MRC).

<u>Service Type</u>	<u>NRC (per end)</u>	<u>MRC (per end)</u>
DDS	\$200.00	\$ 20.00
DS-1	300.00	200.00
DS-3	500.00	490.00

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.1 Digital Private Line (Continued)

D. Rates and Charges (Continued)

4. Access Coordination Fee

Access Coordination charges apply on both the originating and terminating ends of the circuit. The access coordination charge includes both an NRC and an MRC.

<u>Service Type</u>	<u>NRC (per end)</u>	<u>MRC (per end)</u>
DDS	\$ 200.00	\$ 29.00
DS-1	205.00	75.00
DS-3	2,200.00	120.00

5. Discount Plans

Carrier offers discounts based on the term of Customer's commitment to Carrier's service and based on Customer's total MRC volume of services ordered. To determine the applicable discount, add the monthly recurring charges (both fixed and mileage sensitive) for the Interoffice Channel portion of all circuits ordered by Customer. Then, see the following tables to determine the minimum monthly revenue commitment level for Customer. Depending on the length of the term Customer has selected, the percentage discount will be applied to the Interoffice Channel charges, by circuit type. For example if Customer orders a DS-1 and a DS-3, totalling \$19,000 in monthly recurring charges, for a one-year term, the discount on the interoffice channel portion of the DS-1 circuit will be 34%, and the discount on the interoffice channel portion of the DS-3 will be 13%.

1. DDS Term Plans

<u>Min. Monthly Revenue Commitment</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>
\$ 0	5%	8%	9%
1,000	6%	9%	10%
2,000	7%	10%	12%
5,000	7%	10%	12%
10,000	7%	10%	12%
25,000	7%	10%	13%
50,000	7%	10%	14%
75,000	7%	10%	15%
100,000	8%	11%	16%
200,000	9%	12%	17%
350,000	10%	13%	18%
500,000	10%	13%	18%
750,001+	10%	13%	18%

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.1 Digital Private Line (Continued)

D. Rates and Charges (Continued)

5. Discount Plans (Continued)

2. DS-1 Term Plans

<u>Min. Monthly Revenue Commitment</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>
\$2,000	15%	17%	21%
5,000	23%	28%	35%
10,000	34%	36%	38%
25,000	36%	37%	40%
50,000	38%	40%	45%
75,000	41%	42%	47%
100,000	44%	45%	49%
200,000	47%	48%	51%
350,000	48%	49%	52%
500,000	49%	50%	53%
750,001+	50%	51%	56%

3. DS-3 Term Plans

<u>Min. Monthly Revenue Commitment</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>
\$2,000	1%	2%	6%
5,000	2%	7%	11%
10,000	13%	14%	15%
25,000	15%	16%	17%
50,000	17%	18%	19%
75,000	18%	19%	20%
100,000	19%	21%	22%
200,000	21%	23%	24%
350,000	25%	27%	28%
500,000	32%	35%	38%
750,001+	33%	36%	39%

6. Additional Features

Expedite Charge

If Customer requests that an order for DS-O, DS-1 and/or DS-3 service be expedited, a charge of \$750.00 will apply.

Effective: July 31, 2001

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.2 Large Business Voice I Service (T)

This service is no longer available to new Customers.

A. General

Business Customers who generate total annual long distance charges of \$24,000 up to \$360,000 can enroll in this plan. This plan offers fixed-rate voice grade service. (T)
(T)

Customer must select a one, two, three, four, or five-year term commitment. Customer must commit to an annual dollar amount of \$24,000, \$36,000, \$48,000, \$60,000, \$84,000, \$120,000, \$240,000 or \$360,000 per year of the term commitment. Eligible dollar amounts will consist of Customer's total domestic and international outbound usage, domestic inbound usage, calling card usage and surcharges, and Monthly Recurring Charges (MRCs), including other usage and charges for Carrier's full range of regulated services, except for VIN E800 which is excluded. Data usage contributes to eligible dollar amounts when Customer signs a contract that contains both voice and data services. (T)
(C)
|
(C)

B. Restrictions

Service provided over Wide Area Telephone Service (WATS) lines, mobile service, pay station lines, residential lines, and lines with Handicap discounts are not eligible for this plan.

Usage charges for Operator assisted calls (0+, 0-) Third Number-Billed or Collect calls will be counted toward Customer's minimum annual commitment only for Customer lines included in this plan. Customer must specify all lines to be included under this plan. Operator service charges (0-, 0+, Third Number-Billed and Collect calls) and Directory Assistance calls will not be discounted, but are included in Customer's commitment level.

Customers who select Large Business Voice I Service are not eligible for any other of Carrier's discount plans. (T)

When a term commitment expires, Customer will have 30 days to select another Carrier service plan. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on the Large Business Voice II Service plan with pricing that corresponds to a one-year term and \$24,000 annual commitment level. The new rates will be effective on the first of the month following 30-day grace period. (T)

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.2 Large Business Voice Service I (Continued)****B. Restrictions (Continued)**

When a customer disconnects toll-free service, Message Referral is provided for the first four months at no charge. Referral beyond the four month period is not available.

Outbound service is currently available for origination from points in the conterminous U.S. and Hawaii and for termination anywhere in the U.S. Inbound service is currently available for origination from the conterminous U.S., Hawaii, Alaska, Puerto Rico, and U.S. Virgin Islands, and for termination to the conterminous U.S. and Hawaii.

C. Rating of calls

Calls will be sub-minute rated based on an initial period of 18 seconds, with the additional periods being billed in six second increments thereafter.

D. Rate Determination

Customer's fixed rates are calculated by determining Customer's annual dollar commitment and the term of the agreement selected by Customer.

E. Minimum Revenue Commitment

If Customer does not achieve the annual commitment level, they will be assessed the incremental difference annually. For example, if Customer commits to \$24,000 annually and the actual long distance usage is \$20,000, then Customer will be billed for the \$4,000 shortfall. In addition, the current rates will be re-negotiated based on the new adjusted commitment level.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.2 Large Business Voice Service I (Continued)****F. Early Termination Charges**

If Customer terminates the contract prior to fulfillment of the term selected, a 40% early termination charge (ETC) will be billed to Customer for the number of years remaining under Customer selected commitment.

Customer will not be liable for termination charges for a specified service if a new service of the same type, and of equal or greater charges, is ordered, and the order is received by Carrier, during the same calendar year in which the original service is discontinued by Customer, provided the expiration date of the contract plan for the new service is on or after the expiration date of the terminated plan.

G. Local Access Facilities

Customer may arrange for local access facilities on its own, or may elect to have Carrier coordinate access arrangements. Carrier will bill the access provider's charges to Customer. Any special construction or non-standard charges assessed by the company supplying the local access, or by the underlying provider connecting to the access provider, will also be the responsibility of Customer.

H. Call Management Features**1. Account Code Service**

Account Code Service offers varying levels of security and cost management, and is available with either dedicated or switched access lines. Customer will be required to input appropriate codes before the call is processed.

(a) Unvalidated Account Codes

Managed by Customer to categorize and secure telecommunications expenditures and access. Customer must notify Carrier how many digits (2 to 6) will be dialed. The call will be authorized only if an account code with the correct number of digits is dialed. Customer controls the assignment of actual numbers dialed.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.2 Large Business Voice Service I (Continued)**

H. Call Management Features (Continued)

1. Account Code Service (Continued)

(b) Validated Account Codes

Customer is required to enter a specific, Customer-defined code at the end of the dialing process before call completion will occur. Customer defines the length of the code (2 to 6 digits) and the listing of specific codes which will be accepted. Upon activation of validated account codes, call completion will occur only if a valid account code is entered at the end of the dialing process.

2. Management Reporting Services

Management Reporting Services will provide the customer with the ability to analyze call detail by formatting it into various summary formats. Customer may obtain Management Reports via either paper copy or software copy, but not both formats.

(a) Call Management Reports

Call Management Reports provide various summary formats of Customer's invoiced call information and may be presented in either Outbound Call Reports or Inbound Call Reports. Selected reports are available on a per invoice basis, and are provided via paper copy.

(b) Management Reporting Software

As an alternative to ordering Call Management Reports from Carrier, Customer may order a software program that can be utilized to generate not only the Call Management Reports, but other customized reports as well. Customer may select from a set of predefined standard formats, or build custom reports to fit their own telemanagement needs. Customer will be supplied with the program initially (one time), and with monthly invoice information via CD ROM.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.2 Large Business Voice Service I (Continued)

I. Rates and Charges

1. Switched Access Service - Rates Per Minute

Annual Revenue <u>Commitment</u>	<u>Term of Commitment (Years)</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>\$24,000</u>					
Outbound	\$0.120	\$0.119	\$0.117	\$0.116	\$0.115
Toll-Free	\$0.130	\$0.128	\$0.127	\$0.126	\$0.124
<u>\$36,000</u>					
Outbound	\$0.117	\$0.116	\$0.115	\$0.114	\$0.112
Toll-Free	\$0.127	\$0.126	\$0.124	\$0.123	\$0.121
<u>\$48,000</u>					
Outbound	\$0.116	\$0.115	\$0.114	\$0.112	\$0.111
Toll-Free	\$0.126	\$0.124	\$0.123	\$0.121	\$0.120
<u>\$60,000</u>					
Outbound	\$0.115	\$0.114	\$0.112	\$0.111	\$0.110
Toll-Free	\$0.125	\$0.124	\$0.122	\$0.121	\$0.119
<u>\$84,000</u>					
Outbound	\$0.110	\$0.109	\$0.107	\$0.106	\$0.105
Toll-Free	\$0.120	\$0.119	\$0.117	\$0.116	\$0.115
<u>\$120,000</u>					
Outbound	\$0.105	\$0.104	\$0.103	\$0.102	\$0.100
Toll-Free	\$0.115	\$0.113	\$0.112	\$0.110	\$0.109
<u>\$240,000</u>					
Outbound	\$0.100	\$0.098	\$0.097	\$0.096	\$0.094
Toll-Free	\$0.110	\$0.109	\$0.108	\$0.106	\$0.105
<u>\$360,000</u>					
Outbound	\$0.090	\$0.089	\$0.087	\$0.086	\$0.085
Toll-Free	\$0.100	\$0.099	\$0.097	\$0.096	\$0.095

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.2 Large Business Voice Service I (Continued)

I. Rates and Charges (Continued)

2. Dedicated Access Service - Rates Per Minute

Annual Revenue <u>Commitment</u>	<u>Term of Commitment (Years)</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>\$24,000</u>					
Outbound	\$0.095	\$0.094	\$0.093	\$0.092	\$0.091
Toll-Free	\$0.105	\$0.104	\$0.103	\$0.102	\$0.101
<u>\$36,000</u>					
Outbound	\$0.094	\$0.093	\$0.092	\$0.091	\$0.090
Toll-Free	\$0.104	\$0.103	\$0.102	\$0.101	\$0.099
<u>\$48,000</u>					
Outbound	\$0.093	\$0.092	\$0.091	\$0.090	\$0.089
Toll-Free	\$0.103	\$0.102	\$0.101	\$0.099	\$0.098
<u>\$60,000</u>					
Outbound	\$0.092	\$0.091	\$0.090	\$0.089	\$0.088
Toll-Free	\$0.102	\$0.101	\$0.099	\$0.098	\$0.097
<u>\$84,000</u>					
Outbound	\$0.090	\$0.089	\$0.088	\$0.087	\$0.086
Toll-Free	\$0.100	\$0.099	\$0.098	\$0.097	\$0.096
<u>\$120,000</u>					
Outbound	\$0.085	\$0.084	\$0.083	\$0.082	\$0.081
Toll-Free	\$0.095	\$0.094	\$0.093	\$0.092	\$0.090
<u>\$240,000</u>					
Outbound	\$0.080	\$0.079	\$0.078	\$0.077	\$0.076
Toll-Free	\$0.090	\$0.089	\$0.088	\$0.087	\$0.086
<u>\$360,000</u>					
Outbound	\$0.070	\$0.069	\$0.068	\$0.067	\$0.066
Toll-Free	\$0.080	\$0.079	\$0.078	\$0.077	\$0.076

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.2 Large Business Voice Service I (Continued)

I. Rates and Charges (Continued)

2. Dedicated Access Service - Rates Per Minute (Continued)

(a) Local Access Facilities

If Customer requests coordinated access through Carrier, Carrier will bill the access provider's charges to Customer. In addition, Access Coordination Charges will apply.

Access Coordination Charges

<u>Service Type</u>	<u>Service Order Charge (NRC)</u>	<u>Echo Cancellation</u>
DS-1	\$100.00	\$250.00 per month
DS-3	\$100.00	N/A

(b) Expedite Charges

If a Customer requests that an order be expedited, a \$400.00 charge will apply.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.3 Frame Relay Service**

This service is no longer available to new Customers.

A. General

Frame Relay Service is a high-performance, cost effective data offering for connectivity of multiple local area networks (LANs) or Systems Network Architecture (SNA) locations. Frame Relay Service uses shared facilities and statistical multiplexing to transport data communications. Frame Relay Service delivers bandwidth-on-demand internetworking connections, providing up to T1 speeds. It is ideal for intensive, bursty data transmission applications.

Dedicated access facilities provide access to the frame relay network through ports. Connectivity to the frame relay network is provided through permanent virtual circuits (PVCs) which provide logical software connections for communications between ports on the network. Multiple PVCs can be defined on any given port providing a single access line the capability to transmit data to multiple destinations.

B. Rate Elements

There are three primary components to Frame Relay Service:

- Local Access Facility (dedicated)
 - Port
 - Permanent Virtual Circuit (PVCs)
1. Access Facility - Customers may access the frame relay network through 56 Kbps (DS0) or 1.544 Mbps (DS1) digital facilities.
 2. Frame Relay Port - The frame relay port provides the physical connection between the local access facility and the frame relay network. The port also provides the logical termination of the PVCs assigned to the port. The port speed provides the maximum (burst) speed for which Customer is capable of sending or receiving information through an individual port. Customers select a speed for each frame relay port, ranging from 56 Kbps to 1.544 Mbps. The sum of the individual PVCs speed can not exceed the port speed. The port speed must be large enough to accommodate the cumulative egress of all PVCs connected to the port.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.3 Frame Relay Service (Continued)****B. Rate Elements (Continued)**

3. Frame Relay Permanent Virtual Circuit (PVC) and Committed Information Rate (CIR) - The PVC provides the logical dedicated communications path (circuit) between two ports. PVCs use packet switching technology to automatically route around network related failures. PVCs are predefined for each pair of end point devices so a virtual network path (circuit) is always available without call set-up delay. This results in faster access to the network, better response time for end user applications, and a high degree of network security.

A Committed Information Rate (CIR) is assigned to each PVC. The CIR defines the average minimum data transmission rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can exceed the CIR when excess capacity is available on the port and on the network. When excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of the connection's CIR will be marked by the network as being discard eligible in event of network congestion, and will be delivered only if the instantaneous demand for the output on the transmission channel is equal to or less than the capacity of the queue for that channel.

4. Network to Network Interface (NNI)

This option permits customers to connect separate frame relay network arrangements. In addition to regular Frame Relay Service rates, Non-Recurring Charges and Monthly Recurring Charges for a PVC and for the NNI connection will apply. The PVC is available at a designated CIR, and the NNI connection charge corresponds to the PVC/CIR selected.

C. Features

1. Service Standards

Network availability is calculated by taking network downtime in minutes and subtracting it from Customer's total monthly minutes. The result is divided by the total monthly minutes for all PVCs. The monthly minutes are determined by multiplying the number of days and quantity of PVCs in a month by 1,440. The resulting percentage provides Customer's calculated network availability. Carrier defines network downtime as the number of minutes from Customer reported outage at a PVC level until Customer accepted cleared outage report.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.3 Frame Relay Service (Continued)**

C. Features (Continued)

1. Service Standards (Continued)

Carrier is committed to maintain a service delivery data rate of 98.0%, for Customer's frame relay virtual network. This data rate is measured monthly based on statistics included in Carrier's monthly frame relay performance report. Carrier will refund one month's recurring charges for the frame relay port and the PVC for failing to meet the service delivery commitment. There will be no credit given for any access facility that does not maintain the service delivery data rate. Service remains subject to all Regulations in Section 1.

- (a) Service delivery data rate is calculated as follows:

Rate = $TEK / (TIK - SDBBEK)$, where

TIK is the Total Ingress Kiloframes. The total number of Kiloframes offered to the frame relay network, by all PVCs across all access facilities.

TEK is the Total Egress Kiloframes. The total number of Kiloframes delivered by the frame relay network, by all PVCs across all access facilities.

SDBBEK is the Subtotal Discarded BC + BE Exceeded Kiloframes. The number of total discarded Kiloframes induced by Customer access facilities with mismatched speeds. BC represents the data rate allowed under normal conditions across a PVC. BE represents the maximum burst allowed across a PVC; Carrier uses a BE PVC setting to restrict a Customer with two different access facility speeds from offering the network more data than the remote location could physically receive (e.g., one access facility has an access speed of 1.544 Mbps and a remote access facility of 56 Kbps; it would be impossible for the remote location to receive continuous burst of 1.544 Mbps speeds). If a Customer burst is above BE, the data will be discarded at the entry level port.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.3 Frame Relay Service (Continued)**

C. Features (Continued)

1. Service Standards (Continued)

(b) Components excluded from the calculation of service delivery data rate (and any associated refunds) are:

- customers with network configuration of less than four PVCs and less than 5,000 Kiloframes;
- any act or omission on the part of any third party including, but not limited to, any local access provider;
- data loss during the scheduled maintenance windows;
- data lost resulting from Customer configurations where the egress port is not engineered with enough capacity to handle traffic loads from the remote sites;
- a month in which a Customer fails to transmit in aggregate at least (5,000) Kiloframes of data;
- back-up PVCs;
- any month in which a Customer undergoes network configuration changes, such as upgrades to, or additions of PVCs or access ports;
- discarded frames due to excess BC + BE data (subtracted as part of the service delivery data rate); and
- no credit for the first month of service.

(c) Service Delivery

In the event that actual service delivery data rate falls below committed data rate and Carrier is unable to remedy such failure within sixty (60) days, Carrier will migrate these PVCs that have not met the standard within that sixty (60) day period to a 19.2 Kbps minimum data rate. There is no additional charge for this migration or use of the 19.2 Kbps minimum data rate. After the service is able to meet the minimum, Carrier may migrate the 19.2 Kbps PVCs back to regular Frame Relay Service.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.3 Frame Relay Service (Continued)

C. Features (Continued)

(D)

(D)

(T)

2. Local Access Diversity

Local access diversity provides a diverse physical link through a secondary or alternate route from Customer premise to the access POP. This provides a back-up circuit in the event of a primary circuit failure. Any special construction or non-standard charges incurred by Customer will be the responsibility of Customer.

D. Additional Terms and Conditions of Service

Frame Relay Service is provided where facilities and operating conditions permit and where technically feasible.

Minimum service period for Frame Relay Service is one year.

Customer must give Carrier 30 days prior written notice to terminate Frame Relay Service.

Existing Customers will continue to pay the rates that were in effect at the time Customer signed the original contract. These rates will remain in effect until the contract expires, unless Customer upgrades service. To qualify as an upgrade of service, one of the following must apply:

- Customer must add a new port of PVC to existing network.
- Customer must upgrade the port speed of an existing network.
- Customer must increase the CIR on an existing port or PVC.

In addition to meeting one of the conditions above, Customer must also renew their existing contract for a term equal to or greater than the original contract (i.e., if a Customer is in year two of a three year contract, Customer must sign another contract equal to three years or greater). If Customer does not qualify for an upgrade of service, when Customer's term commitment expires on an original contract, Customer may select a new payment period option at current Rate Schedule rates.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.3 Frame Relay Service (Continued)**

C. Features (Continued)

D. Additional Terms and Conditions of Service (Continued)

Service is currently available between points in the conterminous U.S. and between points in Hawaii and the conterminous U.S. Facilities available for service between points in Hawaii and the conterminous U.S. are currently limited to port speeds up to a maximum of 256 Kbps.

Service is also currently available between points in the conterminous U.S. and between points in Puerto Rico and the conterminous U.S. Facilities available for service between points in Puerto Rico and the conterminous U.S. are currently limited to port speeds up to a maximum of 1536 Kbps.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.3 Frame Relay Service (Continued)**

E. Rates and Charges

This service is no longer available to new Customers.

Unless otherwise noted, the following rates and charges will remain in effect for the full term of Customer's contract.

1. Local Access Facilities

Carrier will setup access arrangements on behalf of Customer when full service Frame Relay Service is purchased.

Access facilities arranged by Carrier will be billed to Customer at the rates of the underlying carrier. Any special construction or non-standard charges assessed by the company supplying the local access, or by the underlying provider connecting to the access provider, will also be the responsibility of Customer.

Carrier may also set up access arrangements on behalf of Customer as requested for services purchased. Any charges associated with the provisioning of the access service, including but not limited to, local access charges, coordination charges, access service order charges, or any other charges associated with gaining access from Customer premise to the POP will be considered "Access Charges". This includes any NRCs incurred in association with obtaining access regardless of contract term. Any such charges as described above will be passed through to Customer in accordance with this Rate Schedule.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.3 Frame Relay Service (Continued)**

E. Rates and Charges (Continued)

2. Port

Charges include a Non-Recurring Charge (NRC) and a Monthly Recurring Charge (MRC), based on the speed of the port connection (i.e., 56 Kbps to 1.544 Mbps). Charges apply per port for each frame relay access facility to the network supporting Frame Relay Service. Each port can accommodate multiple PVCs. A port added to the network after initial installation will be considered a new element and the nonrecurring and monthly charges will both apply.

<u>Speed (Kbps)</u>	<u>NRC</u>	<u>MRC</u>
56/64	\$300.00	\$162.75
128	300.00	339.50
192	300.00	409.50
256	300.00	491.75
320	300.00	575.75
384	300.00	680.75
448	300.00	740.25
512	300.00	817.25
576	300.00	889.00
640	300.00	934.50
704	300.00	962.50
768	300.00	1,006.25
896	300.00	1,179.50
1,024	300.00	1,279.25
1,280	300.00	1,473.50
1,544 Mbps	300.00	1,659.00

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.3 Frame Relay Service (Continued)

E. Rates and Charges (Continued)

3. User-to-Network Interface - Permanent Virtual Circuit (UNI-PVC)

(a) Charges include an NRC and an MRC for each PVC, based on the CIR selected. PVCs added to the network after initial installation will be considered new elements and the nonrecurring and monthly charges will apply.

<u>PVC/CIR</u>	<u>NRC</u>	<u>MRC</u>
0	\$25.00	\$12.00
16	25.00	33.00
19.2	25.00	42.00
32	25.00	46.50
38.4	25.00	64.50
48	25.00	73.50
64	25.00	87.00
128	25.00	177.00
192	25.00	268.50
256	25.00	378.00
320	25.00	505.50
384	25.00	610.50
448	25.00	732.00
512	25.00	837.00
576	25.00	958.50
640	25.00	1,080.00
704	25.00	1,209.00
768	25.00	1,332.00
832	25.00	1,455.00
896	25.00	1,581.00
960	25.00	1,705.50
1,024	25.00	1,830.00

(b) If Customer chooses to purchase a management PVC which will be utilized as part of a network service, the management PVC must originate at the Customer's premises and terminate at the associated GTE Center. For management PVC rate, please refer to zero CIR monthly recurring charge and non-recurring charge listed above in (a).

(D)
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 (D)

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.3 Frame Relay Service (Continued)

E. Rates and Charges (Continued)

4. Additional Charges (T)

(a) PVC Reconfiguration

This charge is for changing the configuration of a PVC and applies each time a PVC is reconfigured.

	<u>NRC</u>
Per PVC	\$25.00

5. Discount Plans (T)

Carrier offers discounts based on the term of Customer's commitment to Carrier's service. Customers may subscribe to Frame Relay Service for term plans for one, two or three years. Discounts apply to and are calculated using MRCs for Ports, UNI PVCs, NNI PVCs, Management PVCs, and NNI Connection Rates. Discounts do not apply to Local Access Facilities, or NRCs. (C)

For any term plan, the rates and term plan discounts will be fixed for the term at the discounts listed in Rates, Section D., applicable when Customer subscribes to the service. The term will begin on the first day of the month following the date the service is installed and available. Upon expiration, the term will be automatically extended at the one year term plan rates and discounts, unless 30 days prior to the end of the term, (a) written notice is given to Carrier that Customer does not want an extension, or (b) Customer subscribes to another term plan and the rates of the new term apply.

If additional sites are added to Customer's Frame Relay Service after the initial subscription to a term plan, such sites will be incorporated in to Customer's term plan and will have the same termination date as Customer's original term plan.

(a) Term Plan

<u>Min. Monthly Revenue</u> <u>Commitment</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
\$ 1,000	4.0%	6.0%	9.0%
\$ 2,000	6.0%	8.0%	12.0%
\$ 5,000	7.0%	10.0%	15.0%
\$10,000	8.0%	11.0%	19.0%
\$18,000	10.0%	16.0%	21.0%
\$25,000	12.0%	19.0%	22.0%
\$50,000	13.0%	20.0%	23.0%

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.3 Frame Relay Service (Continued)

E. Rates and Charges (Continued)

6. Network-to-Network Interface (NNI) Rates (T)

For an NNI PVC, the charges include an NRC and MRC for both a PVC and an NNI Connection, based on the CIR selected.

(a) PVC Rates

<u>PVC/CIR</u>	<u>NRC</u>	<u>MRC</u>
0	\$25.00	\$12.00
16	25.00	33.00
19.2	25.00	42.00
32	25.00	46.50
38.4	25.00	64.50
48	25.00	73.50
64	25.00	87.00
128	25.00	177.00
192	25.00	268.50
256	25.00	378.00
320	25.00	505.50
384	25.00	610.50
448	25.00	732.00
512	25.00	837.00

(b) NNI Connection Rates

<u>PVC/CIR</u>	<u>NRC</u>	<u>MRC</u>
0	\$25.00	\$12.00
16	25.00	33.00
19.2	25.00	42.00
32	25.00	46.50
38.4	25.00	64.50
48	25.00	73.50
64	25.00	87.00
128	25.00	177.00
192	25.00	268.50
256	25.00	378.00
320	25.00	505.50
384	25.00	610.50
448	25.00	732.00
512	25.00	837.00

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.3 Frame Relay Service (Continued)**

E. Rates and Charges (Continued)

7. Other Discounts (T)

NRC Waiver

For new Customers ordering Frame Relay service, or for existing Customers extending Frame Relay service who commit to a two or more year term, Carrier may waive NRCs ports, UNI PVCs, NNI PVCs, management PVCs, NNI and/or standard local access facilities elements. If Customer terminates a term agreement within two years after installation of service, Customer will be assessed the full amount of the credit for waived charges as well as any early termination charges per the Rate Schedule for the applicable service. (C)

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.4 10K Flat Rate Connections Service

This service is no longer available to new customers.

A. General

Business customers who generate \$1,000 - \$2,000 per month in charges can enroll in this service. Service is available for switched voice service only and offers a fixed rate.

Customer must select a one, two or three year term plan and must commit to a minimum revenue amount of \$10,000 per year. Eligible revenue dollars consist of Customer's total domestic and international outbound usage, domestic inbound usage, calling card usage and surcharges, and Monthly Recurring Charges including usage and charges for this service.

B. Restrictions/Conditions

Customers on this service will be eligible to participate in the PIC Change Charge Credit Promotion, the Toll Free Plan II Promotion, Customer Loyalty Promotion and the 10K Flat Rate Connections Promotion. No other promotions will apply for this service.

All other restrictions and conditions for Large Business Voice Service I detailed in Section 5.2, apply to this service as well, unless otherwise stated.

When a term commitment expires, Customer will have 30 days to select a similar service plan of this Carrier. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on the Great Connections Service with pricing that corresponds to a one year term and a \$10,000 annual commitment level. The new rates will be effective on the first of the month following 30-day grace period.

C. Minimum Revenue Commitment

If Customer does not achieve the annual commitment level, they will be assessed the incremental difference annually. For example, if Customer does not meet his \$10,000 annual commitment and bills only \$8,000 in long distances charges, then Customer will be billed the \$2,000 shortfall. In addition, the current rates will be renegotiated based on the new adjusted commitment level.

D. Rates and Charges

	Term Commitment		
	<u>1Yr.</u>	<u>2 Yrs.</u>	<u>3 Yrs.</u>
Per Minute Rate	\$0.120	\$0.110	\$0.100

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.5 5K Flat Rate Connections Service**

This service is no longer available to new customers.

A. General

Business customers who generate \$5,000 - \$9,999 annually in long distance charges can enroll in this service. Service is available for switched voice service only, and offers a fixed rate. Customers must commit to a one-year term plan, and a minimum revenue amount of \$5,000 for that year. Eligible revenue dollars consist of Customer's total domestic and international inbound and outbound usage, calling card usage and surcharges, and Monthly Recurring Charges including usage and charges for this service. After Customer has met his commitment for the contract period, he is eligible to remain with Carrier and receive the flat rate with no further commitment levels to be met as long as there is no interruption in service.

B. Restrictions/Conditions

Customers on this service will be eligible to participate in the PIC Change Charge Credit Promotion, and the Toll Free Plan II Promotion. No other promotions will apply for this service.

All other restrictions and conditions for Large Business Voice Service I detailed in Section 5.2. apply to this service as well, unless otherwise stated.

C. Minimum Revenue Commitment

If Customer does not achieve the annual commitment level for the one-year term, they will be assessed the shortfall difference. For example, if Customer does not meet his \$5,000 annual commitment and bills only \$2,800 in long distances charges, then Customer will be billed the \$2,200 shortfall.

D. Rates and Charges

Per minute Rate	\$.10
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SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.6 Frame Relay Service II**

(M) (T)

This service is no longer available to new Customers.

A. General

Frame Relay Service is a high-performance, cost effective data offering for connectivity of multiple Local Area Networks (LANs) or Systems Network Architecture (SNA) locations. Frame Relay Service uses shared facilities and statistical multiplexing to transport data communications. Frame Relay Service delivers bandwidth-on-demand internetworking connections, providing up to T1 speeds. It is ideal for intensive, bursty data transmission applications.

Dedicated access facilities provide access to the frame relay network through ports. Connectivity to the frame relay network is provided through Permanent Virtual Circuits (PVCs) which provide logical software connections for communications between ports on the network. Multiple PVCs can be defined on any given port providing a single access line the capability to transmit data to multiple destinations.

B. Rate Elements

There are three primary components to Frame Relay Service:

- Local Access Facility (dedicated)
- Frame Relay Port
- Permanent Virtual Circuit (PVCs)

1. Local Access Facility - Customers may access the frame relay network through 56 Kbps (DS0) or 1.544 Mbps (DS1) digital facilities.
2. Frame Relay Port - The frame relay port provides the physical connection between the local access facility and the frame relay network. The port also provides the logical termination of the PVCs assigned to the port. The port speed provides the maximum (burst) speed for which Customer is capable of sending or receiving information through an individual port. Customers select a speed for each frame relay port, ranging from 56 Kbps to 1.544 Mbps. The sum of the individual PVCs speed can not exceed the port speed. The port speed must be large enough to accommodate the cumulative egress of all PVCs connected to the port.

(M)

Material appearing on this page previously appeared on Page 90.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.6 Frame Relay Service II (Continued)**

(M) (T)

B. Rate Elements (Continued)

3. Frame Relay PVC and Committed Information Rate (CIR) - The PVC provides the logical dedicated communications path (circuit) between two ports. PVCs use packet switching technology to automatically route around network related failures. PVCs are predefined for each pair of end point devices so a virtual network path (circuit) is always available without call set-up delay. This results in faster access to the network, better response time for end user applications, and a high degree of network security.

A CIR is assigned to each PVC. The CIR defines the average minimum data transmission rate the network will allocate to the PVC under normal operating conditions. The data transmission rate for a PVC can exceed the CIR when excess capacity is available on the port and on the network. When excess capacity exists, an average data rate above the CIR may be achieved up to the port capacity. Data sent across a virtual connection in excess of the connection's CIR will be marked by the network as being discard eligible in event of network congestion, and will be delivered only if the instantaneous demand for the output on the transmission channel is equal to or less than the capacity of the queue for that channel.

4. Network to Network Interface (NNI)

This option permits Customers to connect separate frame relay network arrangements. In addition to regular Frame Relay Service rates, Non-Recurring Charges (NRCs) and Monthly Recurring Charges (MRCs) for a NNI PVC and for the NNI connections will apply. The NNI PVC is available at a designated CIR, and the NNI connection charges correspond to the NNI PVC/CIR selected.

C. Features

1. Service Standards

Network availability is calculated by taking network downtime in minutes and subtracting it from Customer's total monthly minutes. The result is divided by the total monthly minutes for all PVCs. The monthly minutes are determined by multiplying the number of days and quantity of PVCs in a month by 1,440. The resulting percentage provides Customer's calculated network availability. Carrier defines network downtime as the number of minutes from Customer reported outage at a PVC level until Customer accepted cleared outage report.

(M)

Material appearing on this page previously appeared on Page 91.
Material omitted from this page now appears on Page 191.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.6 Frame Relay Service II (Continued)**

(M) (T)

C. Features (Continued)

1. Service Standards (Continued)

Carrier is committed to maintain a service delivery data rate of 98.0%, for Customer's frame relay virtual network. This data rate is measured monthly based on statistics included in Carrier's monthly frame relay performance report. Carrier will refund one MRC for the frame relay port and the PVC for failing to meet the service delivery commitment. There will be no credit given for any access facility that does not maintain the service delivery data rate. Service remains subject to all Regulations in Section 2 above.

(a) Service delivery data rate is calculated as follows:

Rate = $TEK / (TIK - SDBBEK)$, where:

TIK is the Total Ingress Kiloframes. The total number of Kiloframes offered to the frame relay network, by all PVCs across all access facilities.

TEK is the Total Egress Kiloframes. The total number of Kiloframes delivered by the frame relay network, by all PVCs across all access facilities.

SDBBEK is the Subtotal Discarded BC + BE Exceeded Kiloframes. The number of total discarded Kiloframes induced by Customer access facilities with mismatched speeds. BC represents the data rate allowed under normal conditions across a PVC. BE represents the maximum burst allowed across a PVC; Carrier uses a BE PVC setting to restrict Customer with two different access facility speeds from offering the network more data than the remote location could physically receive (e.g., one access facility has an access speed of 1.544 Mbps and a remote access facility of 56 Kbps; it would be impossible for the remote location to receive continuous burst of 1.544 Mbps speeds). If Customer burst is above BE, the data will be discarded at the entry level port.

(M)

Material appearing on this page previously appeared on Page 92.
Material omitted from this page now appears on Page 192.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.6 Frame Relay Service II (Continued)**

(M) (T)

C. Features (Continued)

1. Service Standards (Continued)

(b) Components excluded from the calculation of service delivery data rate (and any associated refunds) are:

- Customers with network configuration of less than four PVCs and less than 5,000 Kiloframes;
- any act or omission on the part of any third party including, but not limited to, any local access provider;
- data loss during the scheduled maintenance windows;
- data lost resulting from Customer configurations where the egress port is not engineered with enough capacity to handle traffic loads from the remote sites;
- a month in which Customer fails to transmit in aggregate at least (5,000) Kiloframes of data;
- back-up PVCs;
- any month in which Customer undergoes network configuration changes, such as upgrades to, or additions of PVCs or access ports;
- discarded frames due to excess BC + BE data (subtracted as part of the service delivery data rate); and
- no credit for the first month of service.

(c) Service Delivery

In the event that actual service delivery data rate falls below committed data rate and Carrier is unable to remedy such failure within 60 days, Carrier will migrate these PVCs that have not met the standard within that 60 day period to a 19.2 Kbps minimum data rate. There is no additional charge for this migration or use of the 19.2 Kbps minimum data rate. After the service is able to meet the minimum, Carrier may migrate the 19.2 Kbps PVCs back to regular Frame Relay Service.

(M)

Material appearing on this page previously appeared on Page 93.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.6 Frame Relay Service II (Continued)

C. Features (Continued)

(D)



(D)

2. Local Access Diversity

(T)

Local access diversity provides a diverse physical link through a secondary or alternate route from Customer premise to the access POP. This provides a back-up circuit in the event of a primary circuit failure. Any special construction or non-standard charges incurred by Customer will be the responsibility of Customer.

D. Additional Terms and Conditions of Service

Frame Relay Service is provided where facilities and operating conditions permit and where technically feasible.

Minimum service period for Frame Relay Service is one year.

Customer must give Carrier 30 days prior written notice to terminate Frame Relay Service.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.6 Frame Relay Service II (Continued)**

(M) (T)

D. Additional Terms and Conditions of Service (Continued)

Existing Customers will continue to pay the rates that were in effect at the time Customer signed the original contract. These rates will remain in effect until the contract expires, unless Customer upgrades service. To qualify as an upgrade of service, one of the following must apply:

- ! Customer must add a new port of PVC to existing network.
- ! Customer must upgrade the port speed of an existing network.
- ! Customer must increase the CIR on an existing port or PVC.

In addition to meeting one of the conditions above, Customer must also renew their existing contract for a term equal to or greater than the original contract (i.e., if a Customer is in year two of a three-year contract, Customer must sign another contract equal to three years or greater). If Customer does not qualify for an upgrade of service, when Customer's term commitment expires on an original contract, Customer may select a new payment period option at current Rate Schedule rates.

Service is currently available between points in the conterminous U.S. and between points in Hawaii and the conterminous U.S. Facilities available for service between points in Hawaii and the conterminous U.S. are currently limited to port speeds up to a maximum of 256 Kbps.

Service is currently available between points in the conterminous U.S. and between points in Puerto Rico and the conterminous U.S. Facilities available for service between points in Puerto Rico and the conterminous U.S. are currently limited to port speeds up to a maximum of 1536 Kbps.

Service is also currently available between points in the conterminous U.S. and between points in Alaska and the conterminous U.S. Facilities available for service between points in Alaska and the conterminous U.S. are currently limited to port speeds up to a maximum of 1536 Kbps.

Service is available to the following off-shore destinations on an individual case basis: Alaska, Hawaii, Guam, Puerto Rico, and the U.S. Virgin Islands.

(M)

Material appearing on this page previously appeared on Page 95.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.6 Frame Relay Service II (Continued)

(M) (T)

E. Rates and Charges

Unless otherwise noted, the following rates and charges will remain in effect for the full term of Customer's contract.

1. Local Access Facilities

Carrier will setup access arrangements on behalf of Customer when full service Frame Relay Service is purchased.

Access facilities arranged by Carrier will be billed to Customer at the from the underlying carrier. Any special construction or non-standard charges assessed by the company supplying the local access, or by the underlying provider connecting to the access provider, will also be the responsibility of Customer.

2. Port

Charges include a Non-Recurring Charge (NRC) and a Monthly Recurring Charge (MRC) based on the speed of the port connection (i.e., 56 Kbps to 1.544 Mbps). Charges apply per port for each frame relay access facility to the network supporting Frame Relay Service. Each port can accommodate multiple Permanent Virtual Circuits (PVCs). A port added to the network after initial installation will be considered a new element and the nonrecurring and monthly charges will both apply.

<u>Speed (Kbps)</u>	<u>NRC</u>	<u>MRC</u>
56/64	\$300.00	\$162.75
128	300.00	339.50
192	300.00	409.50
256	300.00	491.75
320	300.00	575.75
384	300.00	680.75
448	300.00	740.25
512	300.00	817.25
576	300.00	889.00
640	300.00	934.50
704	300.00	962.50
768	300.00	1,006.25
896	300.00	1,179.50
1,024	300.00	1,279.25
1,280	300.00	1,473.50
1,544 Mbps	300.00	1,659.00

(M)

Material appearing on this page previously appeared on Page 96.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.6 Frame Relay Service II (Continued)

E. Rates and Charges (Continued)

3. User-to-Network Interface - Permanent Virtual Circuit (UNI-PVC)

- (a) Charges include a NRC and an MRC for each PVC, based on the CIR selected. PVCs added to the network after initial installation will be considered new elements and the nonrecurring and monthly charges will apply.

<u>PVC/CIR</u>	<u>NRC</u>	<u>MRC</u>
0	\$25.00	\$12.00
16	25.00	33.00
19.2	25.00	42.00
32	25.00	46.50
38.4	25.00	64.50
48	25.00	73.50
64	25.00	87.00
128	25.00	177.00
192	25.00	268.50
256	25.00	378.00
320	25.00	505.50
384	25.00	610.50
448	25.00	732.00
512	25.00	837.00
576	25.00	958.50
640	25.00	1,080.00
704	25.00	1,209.00
768	25.00	1,332.00
832	25.00	1,455.00
896	25.00	1,581.00
960	25.00	1,705.50
1,024	25.00	1,830.00

- (b) If Customer chooses to purchase a management PVC which will be utilized as part of a network service, the management PVC must originate at Customer's premises and terminate at the associated Verizon Center. For management PVC rate, please refer to zero CIR MRC and NRC in this section.
- (c) If Customer chooses to purchase an international management PVC, which will be utilized as part of a network service, the international management PVC must originate at Customer's international premises and terminate at the associated Carrier Center. International Management PVC rates can be found in Carrier's F.C.C. No. 2, Section 4.

(D)
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SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.6 Frame Relay Service II (Continued)

E. Rates and Charges (Continued)

4. Additional Charges (T)

(a) PVC Reconfiguration

This charge is for changing the configuration of a PVC and applies each time a PVC is reconfigured.

	<u>NRC</u>
Per PVC	\$25.00

5. Discount Plans (T)

Carrier offers discounts based on the term of Customer's commitment to Carrier's service. Customers may subscribe to Frame Relay Service for term plans for one, two or three years. Discounts apply to and are calculated using MRCs for ports, UNI PVCs, NNI PVCs, management PVCs, and NNI connection rates. Discounts do not apply to local access facilities, or NRCs. (C)

For any term plan, the rates and term plan discounts will be fixed for the term at the discounts listed in Rates and Charges Section, applicable when Customer subscribes to the service. The term will begin on the first day of the month following the date the service is installed and available. Upon expiration, the term will be automatically extended at the one year term plan rates and discounts, unless 30 days prior to the end of the term written notice is given to Carrier that Customer does not want an extension, or Customer subscribes to another term plan and the rates of the new term apply.

If additional sites are added to Customer's Frame Relay Service after the initial subscription to a term plan, such sites will be incorporated in to Customer's term plan and will have the same termination date as Customer's original term plan.

Term Plan

<u>Min. Monthly Revenue</u> <u>Commitment</u>	<u>1 Year</u>	<u>Term</u>	
		<u>2 Years</u>	<u>3 Years</u>
\$1,000	4.0%	6.0%	9.0%
2,000	6.0%	8.0%	12.0%
5,000	7.0%	10.0%	15.0%
10,000	8.0%	11.0%	19.0%
18,000	10.0%	16.0%	21.0%
25,000	12.0%	19.0%	22.0%
50,000	13.0%	20.0%	23.0%

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.6 Frame Relay Service II (Continued)

E. Rates and Charges (Continued)

6. Network-to-Network Interface (NNI) Rates (T)

For a NNI PVC, the charges include a NRC and MRC for both a PVC and a NNI connection, based on the CIR selected.

(a) NNI PVC Rates

<u>PVC/CIR</u>	<u>NRC</u>	<u>MRC</u>
16	\$25.00	\$ 33.00
32	25.00	46.50
64	25.00	87.00
128	25.00	177.00
192	25.00	268.50
256	25.00	378.00
384	25.00	610.50
512	25.00	837.00

(b) NNI Connection Rates

For each NNI PVC, there is also a NNI connection rate which includes a NRC and MRC per location, bases on the NNI PVC CIR selected.

<u>PVC/CIR</u>	<u>NRC</u>	<u>MRC</u>
16	\$25.00	\$ 95.00
32	25.00	95.00
64	25.00	95.00
128	25.00	187.50
192	25.00	280.00
256	25.00	370.00
384	25.00	550.00
512	25.00	742.50

7. Other Discounts (T)

NRC Waiver

For new Customers ordering Frame Relay Service II, or for Customers who commit to a two or more year term, Carrier may waive NRCs for the ports, UNI PVCs, NNI PVCs, management PVCs, NNI and/or standard local access facilities elements. If Customer terminates a term agreement within two years after installation of service, Customer will be assessed the full amount of the credit for waived charges as well as any early termination charges per the Rate Schedule for the applicable service. (C)

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

- 5.7 Large Business Voice Service** (T)
- 5.7.1 Large Business Voice Service II** (T)
- This service is no longer available for new Customers, effective August 1, 2002. (C)
- Large Business Voice II Service will carry the same terms and conditions of Large Business Voice I with the following exceptions: (M)
- A. Customer must select a one, two, or three-year term commitment. There is no four or five year term commitment available.
 - B. Annual Commitment levels available are \$24,000, \$36,000, \$48,000, \$60,000, \$84,000, \$120,000, \$180,000, \$240,000, \$300,000, or \$360,000 per year. Eligible dollar amounts will consist of Customer's total domestic and international outbound usage, domestic inbound usage, calling card usage and surcharges, and Monthly Recurring Charges (MRCs), including other usage and charges for Carrier's full range of regulated services, except for VIN E800 which is excluded. Data usage contributes to eligible dollar amounts when Customer signs a contract that contains both voice and data services.
 - C. The Specialized Services Total Bill Discount does not apply to Large Business Voice II Service.
 - D. Domestic rates are in this Section. International Service is an add-on to this interstate plan and will utilize rates for Large Business Voice II Service as filed in Carrier's Tariff FCC No. 2.
 - E. When a term commitment expires, Customer will have 30 days to select another Carrier service plan. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on the Large Business Voice II Service plan with pricing that corresponds to a one-year term and \$24,000 annual commitment level. The new rates will be effective on the first of the month following 30-day grace period.
 - F. Contract Liability Extension
- If one of the first two conditions and the second and third provision exist, Carrier and Customer may agree to transition Customer to the next lower Annual Commitment level:
1. If after the ninth month in a one-year contract, Customer is not on schedule to reach their commitment level at the end of the 12 months. Or if after the 11th month in a two- or three-year term contract, Customer is not on schedule to reach their commitment level at the end of the first year.
 2. Customer must meet at least 75% of the original Annual Commitment level.
 3. Customer must have an original Annual Commitment level no less than \$36,000.
- (M)

Material appearing on this page previously appeared on Page 49.
Material omitted from this page now appears on Page 202.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

- 5.7 **Large Business Voice Service (Continued)** (T)
- 5.7.1 **Large Business Voice Service II (Continued)** (T)
 - F. **Contract Liability Extension (Continued)** (M)

Upon agreement by both Carrier and Customer, Customer's rates will be re-negotiated based on the new adjusted annual commitment level either before the 12th month anniversary date in a one-year contract or within 45 days after the 12th month anniversary date in a two or three-year term contract. This commitment term and volume will not be re-negotiated more than once in any consecutive 18-month period. In conjunction with this re-negotiation, Customer will be assessed five percent on the actual long distance usage billed for the subject year. For example, if Customer's original annual commitment was \$48,000 for a two-year term and Customer's actual long distance usage for the first 12 months is \$38,000, then Customer has the option to adjust the commitment level to \$36,000 for a new two year term. However, Customer will be billed five percent of the \$38,000, which is \$1,900.

If Customer does not re-negotiate the commitment level, the original contract term remains in-place and the minimum annual revenue commitment stated in Large Business Voice I, based on the original contract term, will be assessed.
 - G. **Early Termination Charges**

If Customer terminates the contract prior to fulfillment of the term selected, an Early Termination Charge (ETC) of 40% of Customer's annual commitment will be billed to Customer for the number of years remaining under the customer-selected commitment.

Customer will not be liable for termination charges for a specified service if a new service of the same type and of equal or greater charges is ordered, and the order is received by Carrier during the same calendar year in which the original service is discontinued by Customer, provided the expiration date of the contract plan for the new service is on or after the expiration date of the terminated plan.
- 5.7.2 **Enhanced Dedicated Access Service** (T)
 - A. **General** (M)

Integrated Services Digital Network (ISDN) is a service that is used to integrate Voice, Data and Video Communications Services via standard interfaces. Enhanced Dedicated Access Service (EDAS) allows Customer more efficient use of digital DS-1 type services through the use of ISDN out-of band signaling.

Material appearing on this page previously appeared on Page 50.
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SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.7 Large Business Voice Service (Continued) (T)

5.7.2 Enhanced Dedicated Access Service (Continued) (T)

A. General (Continued) (M)

Carrier's Enhanced Dedicated Access Service (EDAS) provides full digital capabilities, along with efficient call management capabilities, delivered by ISDN out of band signaling technology. This technology is derived from the use of a data or "D" channel which carries signaling messages across the network. These messages control the operation of various trunk groups that ride an EDAS span. The EDAS span carries 24 channels. One channel, the "D" channel is set aside to control signaling, thus freeing up the remaining 23 channels for call activity. The Customer efficiencies are gained when multiple spans within a trunk group are controlled by one "D" channel. In addition, call centers can flag who is calling, interface with proprietary customer data bases and greet the caller armed with information tailored to their specific needs.

EDAS is an add-on to Large Business Voice II Service, Dedicated Access Service and will utilize rates for Large Business Voice II Service as filed in this Rate Schedule.

When a Customer subscribes to EDAS the following features are included at no additional cost.

1. Call By Call Selection - Allows one or more channels to be shared across multiple services.
2. Non- Facilities Associated Signaling (NFAS) - Allows a single "D" channel to control the signaling for additional spans, up to ten total. With this feature one "D" channel may provide signaling for up to 239 Bearer "B" channels.

Customers who subscribe to Carrier's Toll-Free service may select optional features that are available with EDAS. Customers may order a Backup "D" Channel for additional protection in the event of primary control failure.

Rates for this service are found in this Section.

(M)

Material appearing on this page previously appeared on Page 51.
 Material omitted from this page now appears on Page 207.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.7	Large Business Voice Service (Continued)	(T)
5.7.2	Enhanced Dedicated Access Service (Continued)	(T)
B.	Conditions/Restrictions	(M)
	<p>Restrictions and Conditions which are applicable to Large Business Voice II Service will apply to this add-on service, as well, unless otherwise stated.</p> <p>EDAS will be eligible to receive discounts applicable to Large Business Voice II Service only. No other discounts will be applicable for this service.</p> <p>Minimum Revenue Commitment for an EDAS Customer will be dependent upon which primary service the EDAS is added. The EDAS traffic will contribute to the revenue requirement of the primary service.</p>	(M)

Material appearing on this page previously appeared on Page 52
 Material omitted from this page now appears on Page 208.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.7 Large Business Voice Service (Continued) (T)

5.7.3 Rates and Charges (T)

This service is no longer available to new Customers, effective August 1, 2002. (C)

A. Large Business Voice Service II (M)

1. Switched Access Service - Rates Per Minute

Annual Revenue Commitment	<u>Term of Commitment (Years)</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	
<u>\$24,000</u>				
Outbound	\$.090	\$.081	\$.077	
Toll-Free	.094	.085	.081	
<u>\$36,000</u>				
Outbound	.089	.080	.076	
Toll-Free	.093	.084	.080	
<u>\$48,000</u>				
Outbound	.088	.079	.075	
Toll-Free	.092	.083	.079	
<u>\$60,000</u>				
Outbound	.087	.079	.075	
Toll-Free	.091	.083	.079	
<u>\$84,000</u>				
Outbound	.086	.078	.074	
Toll-Free	.090	.082	.078	(M)

Material appearing on this page previously appeared on Page 53.
 Material omitted from this page now appears on Page 209.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.7 Large Business Voice Service (Continued) (T)

5.7.3 Rates and Charges (Continued) (T)

A. Large Business Voice Service II (Continued) (M)

1. Switched Access Service - Rates Per Minute (Continued)

Annual Revenue Commitment	Term of Commitment (Years)			
	<u>1</u>	<u>2</u>	<u>3</u>	
<u>\$120,000</u>				
Outbound	\$.085	\$.077	\$.073	
Toll-Free	.089	.081	.077	
<u>\$180,000</u>				
Outbound	.084	.075	.072	
Toll-Free	.088	.079	.076	
<u>\$240,000</u>				
Outbound	.083	.075	.071	
Toll-Free	.087	.079	.075	
<u>\$300,000</u>				
Outbound	.082	.074	.070	
Toll-Free	.086	.078	.074	
<u>\$360,000</u>				
Outbound	.081	.073	.069	
Toll-Free	.085	.077	.073	(M)

Material appearing on this page previously appeared on Page 54.
 Material omitted from this page now appears on Page 210.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.7 Large Business Voice Service (Continued) (T)

5.7.3 Rates and Charges (Continued) (T)

A. Large Business Voice Service II (Continued) (M)

2. Dedicated Access Service - Rates Per Minute

(a) Rates Per Minute

Annual Revenue <u>Commitment</u>	<u>Term of Commitment (Years)</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	
<u>\$24,000</u>				
Outbound	\$.062	\$.056	\$.053	
Toll-Free	.066	.060	.057	
<u>\$36,000</u>				
Outbound	.061	.055	.052	
Toll-Free	.065	.059	.056	
<u>\$48,000</u>				
Outbound	.060	.054	.051	
Toll-Free	.064	.058	.055	
<u>\$60,000</u>				
Outbound	.059	.053	.050	
Toll-Free	.063	.057	.054	
<u>\$84,000</u>				
Outbound	.058	.052	.049	
Toll-Free	.062	.056	.053	(M)

Material appearing on this page previously appeared on Page 55.
 Material omitted from this page now appears on Page 211.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.7 Large Business Voice Service (Continued) (T)

5.7.3 Rates and Charges (Continued) (T)

A. Large Business Voice Service II (Continued) (M)

2. Dedicated Access Service - Rates Per Minute (Continued)

(a) Rates Per Minute

Annual Revenue Commitment	Term of Commitment (Years)			
	<u>1</u>	<u>2</u>	<u>3</u>	
<u>\$120,000</u>				
Outbound	\$.057	\$.051	\$.048	
Toll-Free	.061	.055	.052	
<u>\$180,000</u>				
Outbound	.056	.050	.048	
Toll-Free	.060	.054	.052	
<u>\$240,000</u>				
Outbound	.055	.050	.047	
Toll-Free	.059	.054	.051	
<u>\$300,000</u>				
Outbound	.054	.049	.046	
Toll-Free	.058	.053	.050	
<u>\$360,000</u>				
Outbound	.053	.048	.045	
Toll-Free	.057	.052	.049	(M)

Material appearing on this page previously appeared on Page 56.
 Material omitted from this page now appears on Page 212.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.7 Large Business Voice Service (Continued) (T)

5.7.3 Rates and Charges (Continued) (T)

A. Large Business Voice Service II (Continued) (M)

2. Dedicated Access Service (Continued)

(b) Local Access Facilities

If Customer requests coordinated access through Carrier, Carrier will bill the access provider's charges to Customer. In addition, Access Coordination Charges will apply.

Access Coordination Charges

<u>Service Type</u>	<u>Service Order Charge (NRC)</u>	<u>Echo Cancellation</u>
DS-1	\$100.00	\$250.00 per month
DS-3	\$100.00	N/A

(c) Expedite Charges

If Customer requests that an order be expedited, a \$400.00 charge will apply.

3. Enhanced Dedicated Access Service

All charges associated with Carrier's Large Business Voice II Dedicated Access Service (such as usage, non-recurring, and monthly recurring) will apply to EDAS in addition to the rates listed below:

<u>Component Type</u>	<u>MRC</u>	<u>NRC</u>
ISDN PRI "D" Channel	\$100.00	See Channel Reconfiguration Charge
Backup "D" Channel	\$100.00	See Channel Reconfiguration Charge
Channel Reconfiguration Charge	N/A	\$100.00/per order

(M)

Material appearing on this page previously appeared on Page 57.
 Material omitted from this page now appears on Page 213.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.7 Large Business Voice Service (Continued) (T)

5.7.3 Rates and Charges (Continued) (T)

B. Toll-Free Features and Miscellaneous Charges (M)

1. Charges Per Toll-Free Number - Charges are in addition to all other charges.

	<u>NRC</u>	<u>MRC</u>
Switched Access Termination	N/A	\$20.00
Dedicated Access Termination	N/A	50.00
Toll-Free Directory Listing	N/A	N/A
Call Detail	N/A	N/A
Call Area Selection, including changes to selection	\$10.00	N/A
Time-of-Day Routing, including changes to selection	10.00	10.00
Day-of-Week Routing, including changes to selection	10.00	10.00
Percent Allocation, including changes to selection	10.00	10.00
Geographic Routing, including changes to selection	10.00	10.00
Day-of-Year Routing, including changes to selection	10.00	10.00
Routing Package (Time-of-Day, Day-of-Week, Percent Allocation, Geographic Routing, and Day-of-Year Routing)	50.00	35.00
Changes to Routing Package	25.00	N/A

2. Charges Per Trunk Group

	<u>NRC</u>	<u>MRC</u>
Real-Time ANI Delivery	\$35.00	N/A
Dialed Number ID Service (DNIS)	\$35.00	N/A
Change DNIS	\$50.00	N/A
Call Distribution	\$50.00	\$10.00
Route Completion	\$50.00	\$10.00
Change Route Completion	\$25.00	N/A

Material appearing on this page previously appeared on Page 58.
 Material omitted from this page now appears on Page 214.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(M)

5.7 Large Business Voice Service (Continued)

(T)

5.7.3 Rates and Charges (Continued)

(T)

C. Service Charges and Surcharges

(M)

	<u>Per Call</u>
1. Calling Card	\$.40
2. Operator Assisted Station to Station	3.45
3. Operator Assisted Person to Person	6.50
4. Operator Assisted Calling Card Call Completion Station to Station	2.45
5. Operator Dialed Surcharge	1.00
6. Directory Assistance	1.10
7. Payphone Compensation Surcharge	.24

D. Call Management Features and Management Reporting Services

1. Unvalidated Account Codes

	<u>NRC</u>	<u>MRC</u>
Initial Order	\$5.00/account	\$5.00/account
Change Charge	5.00/order	N/A

2. Validated Account Codes

	<u>NRC</u>	<u>MRC</u>
Initial Order	\$20.00/account	\$10.00/account
Change Charge	10.00/order	N/A

3. Call Management Reports - Limited to one copy of each Report.

	<u>NRC</u>	<u>MRC</u>
Call Detail - Initial	N/A	N/A
Call Detail - Additional	N/A	30.00
Outbound	N/A	10.00/per report
Inbound Toll-Free	N/A	10.00/per report

4. Management Reporting Software - Limited to five initial copies of software per customer.

	<u>NRC</u>	<u>MRC</u>
	\$25.00/copy	\$25.00/copy

(M)

Material appearing on this page previously appeared on Page 59.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.7.1 Great Connections Service

This service is no longer available for new Customers.

A. General

Business Customers who generate \$1,000 - \$2,000 per month in long distance charges can enroll in this service. Service is available for switched voice service only and offers fixed for both inbound and 1 + dialed outbound domestic calls. Calls which utilize Carrier dial-around method are not eligible for the Great Connections Service.

Customer must select a one or two-year term plan, and must commit to a minimum revenue amount of \$10,000 per year. Eligible commitment revenue consists of Customer's total 1+ domestic usage, international outbound usage, ITFS usage, domestic inbound usage, calling card usage and surcharges, and Monthly Recurring Charges (MRCs), including other usage and charges for Carrier's full range of regulated services except for VIN E800 and data usage, which is excluded.

B. Conditions/Restrictions

New business Customers and existing business Customers who have met all current contract requirements are eligible for this service. Service must be stand alone voice service. It cannot be combined with data services. Customers using this service will be eligible to participate in the PIC Change Charge Credit Promotion and the Enterprise Connections Toll Free Option II Promotion. No other promotions apply for this service.

All other restrictions and conditions applicable for Enterprise Connections Service apply to this service, unless otherwise stated.

When a term commitment expires, Customer will have 30 days to select another Carrier service plan. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on pricing that corresponds to a one-year term plan. The new rates will be effective on the first of the month following a 30-day grace period.

C. Minimum Revenue Commitment

If Customer does not achieve the annual commitment level, they will be assessed the shortfall difference annually. For example, if Customer does not meet his \$10,000 annual commitment and bills only \$8,000 in long distances charges, then Customer will be billed the \$2,000 shortfall. In addition, the current rates will be re-negotiated based on the new adjusted commitment level.

D. Rates and Charges

2 year commitment	\$.08 per minute
1 year commitment	\$.09 per minute

(N)

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(N)

(M)

(M)

Material appearing on this page previously appeared on Page 61.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.7.1 Great Connections Service (Continued)

(N)

E. Early Termination Charges

(M)

If Customer terminates the contract prior to fulfillment of the term selected, an Early Termination Charge (ETC) of 40% of Customer's annual commitment will be billed to Customer for the number of years remaining under the customer-selected commitment.

Customer will not be liable for termination charges for a specified service if a new service of the same type and of equal or greater charges is ordered, and the order is received by Carrier during the same calendar year in which the original service is discontinued by Customer, provided the expiration date of the contract plan for the new service is on or after the expiration date of the terminated plan.

(M)

Material appearing on this page previously appeared on Page 61.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.8 Promotions

(T)

Digital Private Line - Option I

(M)

This promotion is no longer available to new Customers.

For new Customers ordering Digital Private Line Service, or for existing Customers extending Digital Private Line Service who commit to a two or more year term, Carrier may waive Non-Recurring Charges for the Inter-Office Channel charges. If Customer terminates a term agreement within the first two years after installation of service, Customer will be assessed the full amount of the credit for waived charges as well as any early termination charges per the Rate Schedule for the service involved.

Digital Private Line - Option II

This promotion is no longer available to new Customers.

For new Customers ordering Digital Private Line, or for existing Customers extending Digital Private Line Service who commit to a two or more year term, Carrier may waive Non-Recurring Charges for the Inter-Office Channel, Central Office Connection, Access Coordination, and/or standard Local Access Facilities charges. If Customer terminates a term agreement within two years after installation of service, Customer will be assessed the full amount of the credit for waived charges as well as any early termination charges per the Rate Schedule for the service involved.

Frame Relay - Option II

This promotion is no longer available to new Customers.

For new customers ordering Frame Relay Service, or for existing Customers extending Frame Relay Service who commit to a two or more year term, Carrier may waive initial Non-Recurring Charges for the Port, PVC, Disaster Recovery, NNI, and/or standard Local Access Facilities elements. If Customer terminates a term agreement within two years after installation of service, Customer will be assessed the full amount of the credit for waived charges as well as any early termination charges per the Rate Schedule for the service involved.

(M)

Material appearing on this page originally appeared on Page 191.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.8 Promotions (Continued)

(T)

Digital Private Line - Option III

(M)

This promotion is no longer available to new Customers.

The following discounts may apply to the Interoffice Channel MRCs, in lieu of any other term and volume discount plan (Section 5.1). This promotion is for new Digital Private Line Customers who purchase one or more digital private lines, or for existing Digital Private Line Customers who purchase additional lines after the effective date of this Rate Schedule. The promotion does not apply to NRCs, and it can only be used in conjunction with Digital Private Line Option I or Option II Promotion, and the Specialized Service Total Bill Discount.

The Digital Private Line Interoffice Channel MRC is the only eligible rate element for application of the discount.

	<u>1-Year</u>	<u>2-Year</u>	<u>3-Year</u>
DSO/DDS	10%	13%	18%
DS-1	50%	51%	56%
DS-3	33%	36%	39%

(M)

Material appearing on this page originally appeared on Page 192.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.8 Special Promotions

The following promotions are available until canceled by Carrier, unless otherwise stated below.

Large Business Voice Toll-Free - Option I

This service is no longer available to new Customers, effective August 1, 2002.

For Customers ordering Large Business Voice Toll-Free who commit to a two or more year term, Carrier may waive Non-Recurring Charges, including standard charges of an access provider for access facilities billed by Carrier and used in the provision of Customer's Large Business Voice Toll-Free service. If Customer terminates a term agreement within the first two years after installation of service, Customer will be assessed the full amount of the credit for waived charges as well as any early termination charges per the Rate Schedule for the service involved.

Large Business Voice Outbound - Option I

This service is no longer available to new Customers, effective August 1, 2002.

For Customers ordering Large Business Voice Service I or II Outbound who commit to a two or more year term, Carrier may waive Non-Recurring Charges, including standard charges of an access provider for access facilities billed by Carrier and used in the provision of Customer's Large Business Voice Outbound service. If Customer terminates a term agreement within the first two years after installation of service, Customer will be assessed the full amount of the credit for waived charges as well as any early termination charges per the Rate Schedule for the service involved.

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Material appearing on this page previously appeared on Page 117.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.8 Special Promotions (Continued)

Large Business Voice Toll-Free - Option II

This service is no longer available to new Customers, effective August 1, 2002.

For Customers ordering Large Business Voice Toll-Free who commit to a two or more year term, Carrier may waive the Monthly Recurring Charges for the rate elements for Switched Access Termination or Dedicated Access Termination. If Customer terminates a term agreement within two years after installation of service, Customer may be assessed the full amount of the credit for waived charges as well as any early termination charges per the Rate Schedule for the service involved.

Large Business Voice Call Management - Option I

This service is no longer available to new Customers, effective August 1, 2002.

Customers who commit to a one year (or greater) contract for Large Business Voice services may be offered a waiver of the NRC and MRC charges associated with Unvalidated Account Codes. Change charges will still apply. If Customer terminates a term agreement within one year after installation of service, Customer may be assessed the full amount of the credit for waived charges as well as any early termination charges per the Rate Schedule for the service involved. This promotion not available with other promotions except Specialized Services Total Bill Discount, Large Business Voice Call Management -Option II, Large Business Voice Toll-Free Options I and II, Large Business Voice Service Outbound - Option I, and New Customer Commitment Bonus.

Large Business Voice Call Management - Option II

This service is no longer available to new Customers, effective August 1, 2002.

Customers who commit to a two year (or greater) contract for Large Business Voice services may be offered Validated Account Codes and Management Reporting Software for the life of the contract. In lieu of the Management Reporting Software, Customer may select any three Call Management Reports in paper format. The MRCs which would normally apply for these services will be waived. Change Charges for the Account Codes will still apply. If Customer terminates a term agreement within one year after installation of service, Customer may be assessed the full amount of the credit for waived charges as well as any early termination charges per the Rate Schedule for the service involved. This promotion not available with other promotions except Specialized Services Total Bill Discount, Large Business Voice Call Management - Option I, Large Business Voice Toll-Free Options I and II, Large Business Voice Service Outbound - Option I, and New Customer Commitment Bonus.

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Material appearing on this page previously appeared on Page 118 and 120.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.8 Special Promotions (Continued)

LBV II 2001

For new Customers who sign a contract for Large Business Voice services, or for existing Customers who sign a new contract which is equal to or greater than their existing contract, Carrier offers a 25% discount for Switched and Dedicated, Inbound and Outbound rates. The 25% discount for existing Customers will be applied first of the month following execution date of new contract. All other promotions will apply. This promotion is available through August 1, 2002.

Great Connections Promo

Carrier may waive all early termination charges and shortfall penalties for new Customers who sign a contract for Great Connections voice services. No other promotions apply except for the PIC Fee Credit Promotion. This promotion is no longer available to new Customers as of February 28, 2003.

(M)
 |
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 (C)

Material appearing on this page previously appeared on Page 118.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.8 Special Promotions (Continued)

(N)

Packaged Offer Discount #8

(M)

This service is no longer available to new Customers, effective August 1, 2003.

Description:

New Customers enrolling in Carrier's Enterprise Connections long distance, switched or dedicated voice service for interstate calling, as described elsewhere in this Rate Schedule and who a) signs a one, two, or three-year contract for Enterprise Connections Service, b) commits to packaging certain other local telecommunications voice or data services offered by a local exchange carrier (see services listed in Group A), or c) commits to packaging certain other non-regulated products or services from a non-regulated company (see services listed in Group B), will receive a discount on their interstate minutes of use under Enterprise Connections Service.

Terms and Conditions:

To be eligible for this promotion, Customer must provide documentation to demonstrate to the satisfaction of Carrier at the time of enrollment in Enterprise Connections that Customer has met the eligibility requirements set forth above. Customer, who demonstrates compliance with all eligibility requirements set forth in this promotion, shall receive the following discount on minutes of use for their domestic interstate long distance service under Enterprise Connections. The discount will be included in the rates reflected on Customer's contract with Carrier and will not appear as a line item on their invoice. This promotion is available where billing and system capabilities exist.

<u>Contract</u>	<u>Discount</u>
One Year	3%
Two Year	5%
Three Year	10%

Customer may purchase products from Group A or Group B or a combination of both to receive the voice long distance discounts listed above. When Enterprise Connections is purchased along with a Group A product, the Group A product must represent 20% of the total sale package.

<u>Group A</u>	<u>Group B</u>
Centrex	CPE Maintenance
ISDN PRI/BRI	CPE Equipment
Channelized T1 Service	Managed Voice Services (MVS)
Digital Channel Service	Managed Network Services (MNS) - IPTWatch
IntraLATA Toll	Managed Frame Relay Solutions
Local Usage	Managed ATM Solutions
Access Lines	Manager Premises Equipment Solutions
PBX Trunks	Data Installation Services
DID	Data Maintenance
Digital Hand Off	
CO-based Voice Mail	
Audio Conferencing	
VPNS*	
Local ATM	

* VPNS is not required to meet the 20% total sale package. The purchase of VPNS is the minimum criteria.

(M)

Material appearing on this page previously appeared on Page 123.7.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.8 Special Promotions (Continued)

(N)

Packaged Offer Discount #8 (Continued)

(M)

Terms and Conditions: (Continued)

Quotes given before the expiration of the promotion are good for a 30-day period and will be honored even if promotion has expired so long as Customer signs a contract before the expiration of the 30-day period.

Customer who discontinues or cancels any of the qualifying services described above, or whose services are refused, canceled or discontinued by Carrier or the participating local exchange carrier or non-regulated company, shall forfeit eligibility for this promotion. Carrier may review Customer's compliance annually on their contract anniversary date and may request documentation that Customer continues to order the qualifying service described above. Customers that do not achieve their annual commitment or cancel services provided by the local exchange carrier or non-regulated company will be allowed to continue on Enterprise Connections Service.

This promotion does not apply to Carrier's VIN E800 service, calling cards, intrastate, or international minutes of use. This promotion may be offered in conjunction with Carrier's existing voice and data promotions. The total allowed long distance discounts will be 3%, 5% or 10% as described above. This promotion is available until August 15, 2003.

(M)

Material appearing on this page previously appeared on Page 123.8.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.8 Special Promotions (Continued)**

(T)

Packaged Offer Discount #7

This service is no longer available to new Customers, effective November 13, 2003.

Description:

This promotion applies to new Customers enrolling in Carrier's Enterprise Connections long distance plan that provides switched and dedicated voice service outbound and inbound for originating interstate calling as described elsewhere in this Rate Schedule. Customers eligible for this promotion must sign a three-year contract with Carrier for Enterprise Connections Service, and agree to commit at least 30% of their long distance interstate traffic to Carrier. Eligible Customers will receive a 10% discount on eligible interstate minutes of use applicable under Enterprise Connections.

Terms and Conditions:

To be eligible for this promotion, Customer must:

1. Provide documentation to demonstrate to the satisfaction of Carrier at the time of enrollment in Enterprise Connections that 30% of all of Customer's domestic long distance interstate traffic is carried by Carrier.
2. Subscribe to Carrier's Enterprise Connections Service with a minimum annual commitment (MAC) level of at least \$84,000 for a three-year period.
3. Carrier may audit Customer's billing on an annual basis to confirm eligibility with this promotion.

Customers, who satisfy all eligibility requirements set forth in this promotion, shall receive a 10% discount on minutes of use for their domestic interstate long distance service. Discount will be included in the rates reflected on Customer's contract with Carrier and will not appear as a line item on their invoice. This promotion is available where billing and system capabilities exist.

If Customer fails to meet the eligibility requirements set forth herein, Customer will forfeit eligibility for the discount, but will be allowed to continue on Enterprise Connections Service at re-negotiated rates based on a new adjusted commitment level. Customers who do not maintain their MAC commitment level with Carrier will incur the standard shortfall penalties as outlined in Enterprise Connections Service.

This promotion does not apply to Carrier's VIN E800 Service, intrastate, or international minutes of use and the discounts shall not be applied to such services. This promotion is offered in conjunction with Carrier's existing voice long distance promotions. This promotion is available until canceled by Carrier.

Material appearing on this page previously appeared on Page 123.4.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.8 Special Promotions (Continued) (T)

Digital Private Line II Term Discount (M)

This service is no longer available to new Customers. (N)

Description: (M)

New or existing Customers who sign a two or three year contract with Carrier between March 31, 2003 and December 31, 2003 for Digital Private Line II Service, as described elsewhere in this Rate Schedule, are eligible for the following discounts based on term commitment.

<u>Term Commitment</u>	<u>Discount Applied</u>
Two Year	25%
Three Year	32%

Terms and Conditions:

All terms and conditions for Digital Private Line II Service, as detailed in this Rate Schedule, shall apply except as specifically stated herein.

Digital Private Line II Service quotes given before the expiration of the promotion are valid for a 45-day period and will be honored even if the promotion has expired so long as Customer signs a contract before the expiration of the 45-day period.

The discount will be included in the rates reflected on Customer's contract with Carrier and will not appear as a line item on their invoice. This promotion is available where billing and system capabilities exist.

Customer who discontinues or cancels Digital Private Line II Services described above shall forfeit eligibility for this promotion. No other discounts or promotions are available with this promotion. (M)

Material appearing on this page previously appeared on Page 120.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.8 Special Promotions (Continued)

(T)

Packaged Offer Discount #1

(M)

This service is no longer available to new Customers.

(N)

Description: New Customers enrolling in Enterprise Connections, switched or dedicated service for interstate calling, as described elsewhere in this Rate Schedule, and who signs a one, two, or three-year contract for this service, and who also subscribes to Managed Voice Services (MVS) offered by a local exchange carrier, will receive a discount on their interstate minutes of use.

(M)

Terms and Conditions: Customer must provide documentation to demonstrate to the satisfaction of Carrier at the time of enrollment in Enterprise Connections that Customer also subscribes to MVS offered by local exchange carrier. Customer who satisfies all eligibility requirements set forth in this promotion, shall receive the following discount on minutes of use for their domestic interstate long distance service. Discount will be included in the rates reflected on Customer's contract with Carrier and will not appear as a line item on their invoice.

<u>Contract</u>	<u>Discount</u>
One Year	3%
Two Year	5%
Three Year	10%

Managed Voice Services may consist of one or more of the following:

- PBX including cards and cabinets
- Telephone sets - IP, digital and/or analog
- Remote software moves, adds and changes (MAC)
- Web based MAC
- Voice Service plus maintenance coverage
- Technology Refresh

Customer will continue to receive the discount so long as Customer continues to subscribe to both qualifying services.

Customer who discontinues or cancels any of the qualifying services described above, or whose services are refused, canceled or discontinued by Carrier or the participating local exchange carrier, shall forfeit eligibility for this promotion. Carrier may request documentation that Customer continues to order the qualifying service described above.

This promotion does not apply to Carrier's VIN E800 service, intrastate or international minutes of use. This promotion is available until June 30, 2003.

(M)

Material appearing on this page previously appeared on Page 121.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.8 Special Promotions (Continued)

(T)

Packaged Offer Discount #2

(M)

This service is no longer available to new Customers.

(N)

Description: Existing Customers who sign a contract with Carrier between February 14, 2003 and July 1, 2003, enrolling in Carrier's Qualifying Services, Regional Frame Relay or Regional SONET Private Line Service, as described elsewhere in this Rate Schedule, may receive accelerated volume discounts for the Qualifying Services.

(M)

Terms and Conditions: Carrier agrees to provide a discount tier for Qualifying Services under specified circumstances. In determining eligibility for the discount, Carrier will combine Customers current average total monthly billed revenue for Carrier's voice and data products, the current average total monthly billed revenue for certain other services described below and, the total Monthly Recurring Charges (MRCs) for the Qualifying Services purchased under this Rate Schedule. In addition to Carrier's voice and data services, monthly charges for Managed Network Services (MNS), Customer Premise Equipment (CPE), CPE maintenance, and Internet Protocol services shall also be included even if provided by a company other than Carrier. To be eligible for this promotion, Customer must, 1) provide documentation to demonstrate to the satisfaction of Carrier at the time of the purchase of Regional Frame Relay or Regional SONET Private Line Service that Customer meets the eligibility requirements, and 2) states that 10% or greater of Customer's traffic over new circuits is interstate. Customer, who satisfies the eligibility requirements set forth in this promotion, shall receive the discounts as outlined in this Rate Schedule.

Regional SONET Private Line example: If Customer has existing contracts with Carrier and/or a deregulated company with average total monthly billed revenues of \$25,300 per month and intends to enroll in Qualifying Services valued at \$10,000 per month, Customer will be entitled to a discount percentage applicable for \$35,300 MRC volume tier and applicable term (1, 2, 3, or 5-year) commitment instead of the discount percentage applicable for \$10,000 MRC volume commitment. Regional SONET quotes given before the expiration of the promotion, are good for a 60-day period and will be honored even if promotion has expired so long as Customer signs a contract before the expiration of the 60-day quote period.

Regional Frame Relay example: If Customer has existing contracts with Carrier and/or a deregulated company with average total monthly billed revenues of \$15,000 per month and intends to enroll in Qualifying Services valued at \$8,000 per month, Customer will be entitled to a discount percentage applicable for \$23,000 MRC volume tier and applicable term (1, 2, or 3-year) commitment instead of the discount percentage applicable for \$8,000 MRC volume commitment. Regional Frame Relay quotes given before the expiration of the promotion, are good for a 60-day period and will be honored even if promotion has expired so long as Customer signs a contract before the expiration of the 60-day quote period.

The discount will be included in the rates reflected on Customer's contract with Carrier and will not appear as a line item on their invoice. This promotion is available where billing and system capabilities exist.

Customer who discontinues or cancels any of the Qualifying Services described above, or fails to meet the other requirements of this, shall forfeit eligibility for this promotion. Carrier may request documentation that Customer continues to order the qualifying service described above.

No other discounts or promotions are available with this promotion.

(M)

Material appearing on this page previously appeared on Page 123.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.8 Special Promotions (Continued)

(T)

Packaged Offer Discount #3

(M)

This service is no longer available to new Customers.

(N)

Description: New Customers enrolling in Carrier's Enterprise Connections long distance switched or dedicated voice service for originating interstate calling, as described elsewhere in this Rate Schedule, and who signs a one, two, or three-year contract for this service, and who also subscribes to a Channelized T1 Service offered by a local exchange carrier, will receive a discount on their interstate minutes of use.

(M)

Channelized T1 Service is a multifunctional digital service that provides voice and high-speed data services on an integrated basis over a single high-capacity T1 facility.

Terms and Conditions: To be eligible for this promotion, Customer must provide documentation to demonstrate to the satisfaction of Carrier at the time of enrollment in Enterprise Connections Service that Customer also subscribes to Channelized T1 Service offered by a local exchange carrier. Customers who satisfy all eligibility requirements set forth in this promotion, shall receive the following discount on minutes of use for their domestic interstate long distance service. Discount will be included in the rates reflected on Customer's contract with Carrier and will not appear as a line item on their invoice. This promotion is available where billing and system capabilities exist.

<u>Contract</u>	<u>Discount</u>
One Year	3%
Two Year	5%
Three Year	10%

Channelized T1 Services may consist of one or more of the following:

- PBX trunks including DID for both digital and analog interfaces
- Dedicated Voice Access for Long Distance
- Private Line capability
- Engineered Centrex
- Ground Start on dial tone lines

Customer will continue to receive the discount so long as Customer continues to subscribe to both qualifying services.

Customer who discontinues or cancels any of the qualifying services described above, or whose services are refused, canceled or discontinued by Carrier or the local exchange carrier, shall forfeit eligibility for this promotion. Carrier may request documentation that Customer continues to order the qualifying service described above.

This promotion does not apply to Carrier's VIN E800 service, intrastate or international minutes of use. No other discounts or promotions are available with this promotion, except for the PIC Fee Credit Promotion. This promotion is available through May 19, 2003.

(M)

Material appearing on this page previously appeared on Page 123.1.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.8 Special Promotions (Continued)

(T)

Regional SONET Service DS1

(M)

This service is no longer available to new Customers.

(N)

Description:

(M)

New or existing Customers who sign a one, two, three or five year contract with Carrier between March 31, 2003 and December 31, 2003 in Regional SONET Service, as described elsewhere in this Rate Schedule, are eligible for the following interLATA Transport List Price Monthly Recurring Charge (MRC) Bandwidth Speed DS1:

InterLATA Transport List Price MRC
Bandwidth Speed DS1

Miles*	MRC (\$/DS-0 Mile)	MRC (\$/Mile)
0-100	\$.01764	\$.4234
101-250	.01718	.4123
251-500	.01671	.4011
501+	.01625	.3900

* 100-mile interLATA transport minimum charge applies

Terms and Conditions:

All terms and conditions for Regional SONET Service as detailed in this Rate Schedule shall apply, except as specifically stated herein.

Regional SONET Service quotes given before the expiration of the promotion, are valid for a 60-day period and will be honored even if the promotion has expired so long as Customer signs a contract before the expiration of the 60-day period.

This promotion is available where billing and system capabilities exist. This promotion only applies to DS1 circuits.

Customer who discontinues or cancels Regional SONET Services described above shall forfeit eligibility for this promotion. Customers who also qualify for the Packaged Offer Discount #2 promotion may receive both promotions.

(M)

Material appearing on this page previously appeared on Page 123.2.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.8 Special Promotions (Continued)

(T)

Packaged Offer Discount #5

(M)

This service is no longer available to new Customers.

(N)

Description:

(M)

New or existing Customers who sign a contract with Carrier between April 1, 2003 and July 1, 2003, enrolling in One Wide Area Network (One WAN) Service, as described elsewhere in this Rate Schedule, may receive accelerated volume discounts for the One WAN Service.

Terms and Conditions:

Carrier agrees to provide a discount tier for One WAN Service under specified circumstances. In determining eligibility for the discount, Carrier will combine Customers current average total monthly billed revenue for Carrier's voice and data products, the current average total monthly billed revenue for certain other services described below, and the total Monthly Recurring Charges (MRCs) for One WAN Service purchased under this Rate Schedule. In addition to Carrier's voice and data services, monthly charges for Managed Network Services (MNS), Customer Premise Equipment (CPE), CPE maintenance, and Internet Protocol services shall also be included even if provided by a company other than Carrier. To be eligible for this promotion, Customer must provide documentation to demonstrate to the satisfaction of Carrier at the time of the purchase of One WAN Service that Customer meets the eligibility requirements. Customer, who satisfies the eligibility requirements set forth in this promotion, shall receive the discounts as outlined in this Rate Schedule.

For example, if Customer has existing contracts with Carrier and/or a deregulated company with average total monthly billed revenues of \$17,000 per month and intends to enroll in One WAN service valued at \$9,000 per month, Customer will be entitled to a discount percentage applicable for One WAN \$26,000 MRC volume tier and applicable term (one, two, three, or five-year) commitment instead of the discount percentage applicable for \$9,000 MRC volume commitment.

One WAN quotes given before the expiration of the promotion are good for a 60-day period and will be honored even if promotion has expired so long as Customer signs a contract before the expiration of the 60-day quote period.

In addition, Customer may receive an additional three-percent discount for contracts that are signed within 45 days of the start date of this promotion.

The discount will be included in the rates reflected on Customer's contract with Carrier and will not appear as a line item on their invoice. This promotion is available where billing and system capabilities exist.

Customer who discontinues or cancels the One WAN Service, or fails to meet the other requirements, shall forfeit eligibility for this promotion. Carrier may request documentation that Customer continues to order the qualifying services described above.

No other discounts or promotions are available with this promotion.

(M)

Material appearing on this page previously appeared on Page 123.3.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.8 Special Promotions (Continued)

(T)

Packaged Offer Discount #4

(M)

This service is no longer available to new Customers.

(N)

Description:

(M)

This promotion applies to new Customers enrolling in Carrier's Enterprise Connections long distance plan that provides switched and dedicated voice service for originating interstate calling as described elsewhere in this Rate Schedule. Customers eligible for this promotion must sign a one, two, or three-year contract with Carrier for Enterprise Connections Service, and must participate in a client advantage program in which Customer agrees to maintain an average total billed revenue of \$1.5 Million in regulated and non-regulated services with a local exchange carrier of Customer's choice. Eligible Customers will receive a discount on the standard interstate minutes of use applicable under Enterprise Connections.

Terms and Conditions:

Customer must provide documentation to demonstrate to the satisfaction of Carrier at the time of enrollment in Enterprise Connections that Customer also participates in a client advantage program offered by a local exchange carrier. Under such client advantage program, eligible Customers must maintain an average total billed revenue of \$1.5 Million annually in regulated and non-regulated services with such local exchange carrier. Customers, who satisfy all eligibility requirements set forth in this promotion, shall receive the following discount on minutes of use for their domestic interstate long distance service. Discount will be included in the rates reflected on Customer's contract with Carrier and will not appear as a line item on their invoice. This promotion is available where billing and system capabilities exist.

<u>Contract</u>	<u>Discount</u>
One Year	3%
Two Year	5%
Three Year	10%

Customers who withdraw from client advantage program or discontinue or cancel any of the qualifying services described above, shall forfeit eligibility for this promotion. In such event, Customer will be permitted to continue on Enterprise Connections Service, but without the discounts set forth herein. Carrier may request documentation that Customer continues to participate in client advantage program and order the qualifying service described above.

This promotion does not apply to Carrier's VIN E800 Service, intrastate, or international minutes of use and the discounts shall not be applied to such services. No other discounts or promotions are available with this promotion, except for the PIC Fee Credit Promotion. This promotion is available until June 30, 2004.

(M)

Material appearing on this page previously appeared on Page 123.5.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.8 Special Promotions (Continued)

Packaged Offer Discount #6

This service is no longer available to new Customers.

Description:

New Customers enrolling in Carrier's Enterprise Connections long distance, switched or dedicated voice service for interstate calling, as described elsewhere in this Rate Schedule; a) who sign a one, two, or three-year contract for Enterprise Connections Service, and b) who commit to increasing their local telecommunications voice services offered by a local exchange carrier, by at least \$30,000 per year in the states of CA, MA, NJ, NY, PA, TX, will receive a discount on their interstate minutes of use under Enterprise Connections Service.

Terms and Conditions:

To be eligible for this promotion, Customer must provide documentation to demonstrate to the satisfaction of Carrier at the time of enrollment in Enterprise Connections that Customer has also committed to increase their local telecommunications voice services in each state by at least \$30,000 per year and maintain this increase as long as Customer is enrolled in Enterprise Connections Service. Customer who satisfies all eligibility requirements set forth in this promotion shall receive the following discount on minutes of use for their domestic interstate long distance service. The discount will be included in the rates reflected on Customer's contract with Carrier and will not appear as a line item on their invoice. This promotion is available where billing and system capabilities exist.

<u>Contract</u>	<u>Discount</u>
One Year	3%
Two Year	5%
Three Year	10%

Local telecommunications voice services may consist of one or more of the following:

- IntraLATA Toll
- Local Usage
- Access Lines
- PBX Trunks
- DID
- PRI
- Digital Hand Off

Customer who discontinues or cancels any of the qualifying services described above, or whose services are refused, canceled or discontinued by Carrier or the participating local exchange carrier, shall forfeit eligibility for this promotion. Carrier will review Customer's compliance annually on their contract anniversary date and may request documentation that Customer continues to order the qualifying service described above. Customers that do not achieve their annual commitment or cancel services provided by the local exchange carrier, but remains presubscribed to Carrier, will be allowed to continue on Enterprise Connections Service.

This promotion does not apply to Carrier's VIN E800 service, calling cards, intrastate, or international minutes of use. No other discounts or promotions are available with this promotion, except for the PIC Fee Credit. This promotion is available until canceled by Carrier.

Material appearing on this page previously appeared on Page 123.6.

(N)

(T)

(M)

(N)

(M)

(M)

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.8 Special Promotions (Continued)

Digital Private Line II: DS-1 Promotion

This promotional service is hereby cancelled and withdrawn..

Carrier will discount all transport MRCs for Digital Private Line II DS-1 Service, described further in Section 2 of this Rate Schedule. This discount will be based on Customer's contract term. The following elements will apply for transport MRCs only:

<u>Term Commitment</u>	<u>Discount Applied</u>
1 Year	15.0%
2 Years	25.0%
3 Years	30.0%

Long Distance Private Line NRC Promotion

This promotional service is hereby cancelled and withdrawn.

Customers signing a one year term agreement for Long Distance Private Line services, as described in Section 2.25 of this Rate Schedule, may elect to amortize the Non-Recurring charges over the 12 month term. Customer must inform Carrier of this election prior to contract signature. Carrier will add the applicable pro-rated Non-Recurring charges to a rate element of the Long Distance Private Line. The pro-rated amount shall include the Carrier's time value of money calculation.

This promotion is available until cancelled by Carrier.

(M)

(M)

(M) Material appearing on this page previously appeared on Pages 120 and 123.5.

(T)

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.9 Regional SONET Service

(T)

This service is no longer available to new Customers.

(N)

A. Description of Service

(M)

Regional SONET Service encompasses dedicated point-to-point interLATA private line and SONET connections through non-switched, non-usage sensitive, dedicated facilities that enable the user to send and receive data transactions at Customer's selected bandwidth. This offering provides Customer with the ability to have a truly scaleable private line network utilizing Protected Ring Service. Customer's network can easily be upgraded to circuit speeds at the OC-3, OC-12, and OC-48 levels within the specific service type.

Regional SONET Service is currently available to Customers in the conterminous U.S. where Carrier has the necessary facilities in place to offer bandwidth speeds of OC-3, OC-3c, OC-12, OC-12c, OC-48 and OC-48c private lines which cross LATA boundaries. Service is offered subject to availability of necessary facilities and services.

Point-to-point interLATA private line service is available at speeds of DS-1 and DS-3.

Regional SONET Service can be ordered as a "full service" arrangement (end-to-end service) which is installed and maintained from one Customer premise to another Customer premise or as a "customer-provided access" arrangement in which Customer provides for his/her own local access to Carrier's Point-of-Presence Serving Wire Center (IXC POP SWC). When customer-provided access arrangement is ordered, Customer is responsible for the installation and maintenance of the local access loops. Carrier is responsible for the interLATA Carrier POP SWC to Carrier POP SWC transport facilities.

If Customer requests service to and from a POP that does not support Regional SONET Service, Carrier will provide service via alternate facilities and will pass through associated charges as additional facility charges.

Contract length for Regional SONET Service is one, two, three or five years.

B. Protected Ring Service

Protected Ring Service utilizes self-healing SONET ring technology to maximize capacity and provide fault-tolerant performance. SONET rings utilize 4-Fiber BLSR (Bi-Directional Line Switched Ring) pairs enabling the system to re-route traffic either on a protection span or on a switched path sending the traffic in the opposite direction.

Protected Ring Service is provided only through Carrier designated POPs.

C. Additional Charges/Regulations

1. Expedites

Carrier may offer expedites for Regional SONET Service. However, Carrier does not guarantee a shortened installation interval for every accepted expedite request.

(M)

Material appearing on this page previously appeared on Page 116.27.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.9 Regional SONET Service (Continued)

(T)

C. Additional Charges/Regulations (Continued)

(M)

2. Upgrades to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed only within the same service type during a contract term subject to the following conditions.

Upgrade refers to the act of increasing a Regional SONET Service circuit speed; for example, from a DS-3 level to an OC-3 circuit or an OC-12 to an OC-48 circuit.

When Customer upgrades service, the order to discontinue a service at an existing speed or capacity and the order to upgrade service must be received by Carrier at the same time. The total Monthly Recurring Charge (MRC) of the new agreement must be equal to or greater than the total monthly rate of the existing agreement. Rates for the upgraded service including any discount will be those in effect at the time of the service upgrade. Termination liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s), is within the same service type, and is provided by Carrier. Any charges associated with local access or additional facilities that occur in the termination of the existing circuits and the provisioning of the upgraded circuits will be passed through to Customer. Transport charges associated with this service are calculated according to the transport rates within this Rate Schedule effective at the time of the upgrade.

3. Renewal Options

At the end of a contract term, Customer will have 60 days at the current contract rate in which to renew his contract for another term under the rates applicable at the time of renewal. If at the end of the 60-day grace period, Customer has not selected a renewal plan or has not requested the termination of service, he will be billed at the list price without discounts that is in effect for the circuit type(s) being billed.

4. Notification of Discontinuance

Carrier must receive a request for discontinuance of a service arrangement at least 30 days prior to the actual disconnect of service. Recurring charges will apply for a period of 30 days from the date Carrier receives disconnect notification or until the requested disconnect date, whichever period is longer.

(M)

Material appearing on this page previously appeared on Page 116.28.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.9 Regional SONET Service (Continued)

(T)

C. Additional Charges/Regulations (Continued)

(M)

5. Early Termination Liability

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

One-Year Contract: 100% of any remaining portion of the first year's Monthly Recurring Charges (MRCs) for the all circuits in-service.

Two-Year Contract: 100% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second year, Customer will be liable for 50% of the total MRCs in that time term for all circuits in-service.

Three-Year Contract: 100% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third year, Customer will be liable for 40% of the total MRCs in that time term for all circuits in-service.

Five-Year Contract: 100% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, Customer will be liable for 20% of the total MRCs in that time term for all circuits in-service.

Credit of termination liability charges for this service may be applicable in the case of re-establishment of similar service of equal to or higher speeds within six months of termination for the same length of the contract term. The amount of credit will be one-sixth of the early termination liability times the number of month's service is re-established until the sixth month.

(M)

Material appearing on this page previously appeared on Page 116.29.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.9 Regional SONET Service (Continued)

(T)

Regional SONET Service includes the following rate elements.

(M)

D. Transport

Transport is defined as Carrier IXC POP SWC to Carrier IXC POP SWC transport.

NRC - There are no Nonrecurring Charges (NRCs) associated with this service.

MRC - Charges include an interLATA transport Monthly Recurring Charge (MRC) outlined in the tables below on a rate per DS-0 mile basis. The number of DS-0 channels in any given circuit determines DS-0 mileage.

The \$/Mile column illustrates the DS-0 channels for the Bandwidth Speed times the applicable rate, for example 24 (DS-0 channels in DS-1) x \$.05146 = \$1.24 per mile for DS1 Bandwidth Speed.

List Price MRC InterLATA Transport Pricing for Regional SONET Service and point-to-point interLATA private line:

InterLATA Transport List Price MRC
Bandwidth Speed DS-1

<u>Miles*</u>	<u>MRC (\$/DS-0 Mile)</u>	<u>MRC (\$/Mile)</u>
0 - 100	\$.05146	\$1.24
101 - 250	.05010	1.20
251 - 500	.04875	1.17
501 +	.04740	1.14

InterLATA Transport List Price MRC
Bandwidth Speed DS-3

<u>Miles*</u>	<u>MRC (\$/DS-0 Mile)</u>	<u>MRC (\$/Mile)</u>
0 - 100	\$.00780	\$5.24
101 - 250	.00760	5.11
251 - 500	.00750	5.04
501 +	.00741	4.98

* 100-mile interLATA transport minimum charge applies to all speeds.

(M)

Material appearing on this page previously appeared on Page 116.30.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.9 Regional SONET Service (Continued)

(T)

D. Transport (Continued)

(M)

**InterLATA Transport List Price MRC
Bandwidth Speed OC-3**

<u>Miles*</u>	<u>MRC (\$/DS-0 Mile)</u>	<u>MRC (\$/Mile)</u>
0 - 100	\$.00600	\$12.10
101 - 250	.00582	11.73
251 - 500	.00574	11.56
501 +	.00565	11.39

**InterLATA Transport List Price MRC
Bandwidth Speed OC-12**

<u>Miles*</u>	<u>MRC (\$/DS-0 Mile)</u>	<u>MRC (\$/Mile)</u>
0 - 100	\$.00433	\$34.94
101 - 250	.00419	33.82
251 - 500	.00413	33.28
501 +	.00406	32.76

* 100-mile interLATA transport minimum charge applies to all speeds.

(M)

Material appearing on this page previously appeared on Page 116.31.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.9 Regional SONET Service (Continued)

(T)

D. Transport (Continued)

(M)

**InterLATA Transport List Price MRC
Bandwidth Speed OC-48**

Available on an Individual Case Basis (ICB), subject to carrier availability of necessary facilities and systems.

The pricing in the above tables is representative of dollar per DS-0 mile rates.

The number of DS-0 channels in any given circuit determines the DS-0 mileage.

<u>Service/Speed</u>	<u>Number of DS-0s</u>
Private Line DS-1	24
Private Line DS-3	672
SONET OC-3	2016
SONET OC-3c	2016
SONET OC-12	8064
SONET OC-12c	8064
SONET OC-48	32,256
SONET OC-48c	32,256

E. Local Access Charges

Carrier will set up local access arrangements on behalf of Customer as requested for the Regional SONET Service purchased. Carrier's costs associated with the provisioning of the access circuits, including but not limited to, local access charges, coordination charges, access service order charges, or any other charge associated with gaining access from Customer premise to the POP will be considered access charges. This includes any NRC incurred in association with obtaining access regardless of contract term. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer. Any such access charge as described above will be the responsibility of Customer.

(M)

Material appearing on this page previously appeared on Page 116.32.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.9 Regional SONET Service (Continued)

(T)

F. Additional Facility Charges

(M)

Back-haul charges and tail circuit charges may also apply when Customer requests service to any location where the Carrier POP cannot support the requested type of service. Any charges associated with provisions of such additional facilities, including but not limited to back-haul, tail circuits, or any other charges associated with transition to/from non-listed cities will be considered additional facilities charges. This includes any NRC incurred regardless of contract terms. Any special construction or non-standard charges assessed by the company supplying additional facilities will also be the responsibility of Customer. Any such charge as described above will be the responsibility of Customer.

G. Term/Volume Discount Plan

Carrier offers discounts based on the term of Customer's commitment to Carrier's service and on Customer's total interLATA transport MRC for Regional SONET Services.

The Term/Volume Discount Plan will be applied only to the monthly recurring transport charge for Regional SONET Service circuits as described above. It does not apply to any other rate elements. Further, this discount only applies to the current contract and does not apply to any existing circuits purchased on prior contracts or any proposed future circuits not ordered at the time of contract signing. Discounts apply per contract and are not cumulative.

<u>Monthly Revenue</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>	<u>Five Year</u>
\$0 to \$9,999	5.0%	10.0%	15.0%	20.0%
\$10,000 to \$24,999	7.5%	12.5%	17.5%	22.5%
\$25,000 to \$49,999	10.0%	15.0%	20.0%	25.0%
\$50,000 to \$99,999	15.0%	20.0%	25.0%	30.0%
\$100,000 to \$249,000	17.5%	22.5%	27.5%	32.5%
\$250,000 and higher	20.0%	25.0%	30.0%	35.0%

(M)

Material appearing on this page previously appeared on Page 116.33.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.9 Regional SONET Service (Continued)

(T)

H. Expedite Fees

(M)

Carrier will charge Customer an expedite fee for new orders and/or change orders on a per circuit basis as follows:

<u>Speed</u>	<u>Fee Per Circuit</u>
DS-1	\$ 750
DS-3	1,500
OC-3	2,000
OC-12	3,000
OC-48	5,000

(M)

Material appearing on this page previously appeared on Page 116.34.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.10 Packaged Offer Promotion #15

One WAN Service (ATM) Option 3: I Promotion

Effective October 1, 2007, this promotion is no longer available to new Customers or existing Customers proposing the renewal of or addition of circuits.

(N)
(N)

For new customers ordering One WAN Service, or for existing Customers extending One WAN Service, Carrier will reduce Option 3 PVC pricing for CBR, VBRrt and VBRnrt to the rates shown. UNI Port pricing will be reduced to the rates shown.

Table below shows One WAN Service (ATM) Option 3 promotion pricing for each PVC speed of the service and QoS.

Permanent Virtual Connections			
64 – 1984 Kbps Bi-directional PVCs MRC			
PVC Size Kilobits	CBR	VBR-rt	VBR-nrt
64 Kbps	\$ 34	\$ 30	\$ 15
128 Kbps	\$ 68	\$ 59	\$ 31
192 Kbps	\$ 102	\$ 89	\$ 46
256 Kbps	\$ 136	\$ 119	\$ 62
320 Kbps	\$ 170	\$ 149	\$ 77
384 Kbps	\$ 204	\$ 179	\$ 92
448 Kbps	\$ 238	\$ 208	\$ 107
512 Kbps	\$ 272	\$ 238	\$ 122
576 Kbps	\$ 305	\$ 267	\$ 137
640 Kbps	\$ 340	\$ 297	\$ 153
704 Kbps	\$ 374	\$ 326	\$ 168
768 Kbps	\$ 407	\$ 356	\$ 184
832 Kbps	\$ 442	\$ 386	\$ 199
896 Kbps	\$ 476	\$ 416	\$ 214
960 Kbps	\$ 509	\$ 446	\$ 230
1024 Kbps	\$ 543	\$ 475	\$ 245
1088 Kbps	\$ 578	\$ 505	\$ 260
1152 Kbps	\$ 611	\$ 535	\$ 275
1216 Kbps	\$ 645	\$ 564	\$ 290
1280 Kbps	\$ 679	\$ 594	\$ 306
1344 Kbps	\$ 713	\$ 623	\$ 321
1408 Kbps	\$ 747	\$ 653	\$ 336
1472 Kbps	\$ 781	\$ 683	\$ 352
1536 Kbps	\$ 815	\$ 713	\$ 367
1600 Kbps	\$ 849	\$ 743	\$ 383
1664 Kbps	\$ 883	\$ 772	\$ 398
1728 Kbps	\$ 917	\$ 802	\$ 413
1792 Kbps	\$ 951	\$ 831	\$ 428
1856 Kbps	\$ 985	\$ 861	\$ 443
1920 Kbps	\$ 1,019	\$ 891	\$ 459
1984 Kbps	\$ 1,052	\$ 920	\$ 474

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

(N)

5.10 Packaged Offer Promotion #15 (Continued)

(T)

One WAN (ATM) Option 3: I Promotion (Continued)

(M)

Table below shows One WAN Service (ATM) Option 3 PVC promotion pricing for PVCs 2Mbps or greater and requested in 1 Mbps increments.

Permanent Virtual Connections		
2 Mbps – 149 Mbps PVCs (Prices per 1 Mbps)		
CBR	VBR-rt	VBR-nrt
\$ 530	\$ 465	\$ 240

Table below shows One WAN Service (ATM) Option 3 UNI Port promotion pricing for the each Port speed of the service.

Port Speed	Promotional MRC
DS1	\$ 550
DS3	\$ 1,500
OC3	\$ 3,200

(M)

Material appearing on this page previously appeared on Page 123.17.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.10 Packaged Offer Promotion #19**Description:

Verizon Interstate Great Rate Promotion

This promotion provides for reduced Interstate usage rates by Carrier for Enterprise Connection Voice Long Distance Service Switched and Dedicated service, inbound and outbound traffic, as described in Section 2.8 of the Rate Schedule.

Availability:

This promotion applies to new Customers enrolling in Carrier's Enterprise Connections Long Distance Plan that provides switched and dedicated voice service for originating and terminating interstate calling, as described in Section 2.8 of this Rate Schedule.

This promotion is also available to existing Customers who, within four months prior to contract expiration, re-sign a new Customer contract. Customers who re-sign must agree to a contract with a term and minimum annual commitment that is equal to or greater than the term and minimum annual commitment of their existing contract.

A Customer signing a (3) three year contract agreement, may become eligible to take advantage of an associated dedicated access T1 offer relative to this promotion. Promotional T1 offer allows for pre-established maximum number of T1's, according to committed annual revenue expenditure to receive a discounted T1 and/or discounted T1 with PRI.

Terms and Conditions:

Eligible Customers must sign a (2) two or (3) three year contract with an annual commitment of at least \$60,000 annually in Voice Long distance expenditures with Carrier for Enterprise Connections Service and must purchase at least one of the following local exchange Company services; Local, Local Toll, IntraLATA Toll, Local PRI (Primary Rate Interface) trunking, or Centrex/CentraNet.

This promotion applies switched and dedicated service for inbound and outbound traffic provided by Carrier. The charges under this promotion will be applied the first of the month following the execution date of the signed Customer contract agreement.

Other applicable promotions may be used in conjunction with this promotion, However, if the VSDM promotion is used with this promotion then the rates for the T1 services, set forth below, will apply.

This promotion does not apply to Carrier's VIN E-8 Service.

The promotional rates set forth herein are contingent upon the Customer Minutes of User (MOU) be at least 50% outbound Voice Long Distance MOU traffic. Failure to maintain 50% outbound traffic may result in Enterprise Connections standard rates assessed with the revenue level and contract term the Customer agreed to under this plan.

(M)

(M)

Material appearing on this page previously appeared on Page 123.28

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.10 Packaged Offer Promotion #19 (Continued)

Rates and Charges:

(M)

SWITCHED Outbound & Inbound Promotion Verizon Interstate Great Rate Promotion				
Commitment Level			2 Year	3 Year
\$60,000	-	\$83,999	\$0.0260	\$0.0250
\$84,000	-	\$119,999	\$0.0260	\$0.0250
\$120,000	-	\$179,999	\$0.0250	\$0.0240
\$180,000	-	\$239,999	\$0.0250	\$0.0240
\$240,000	-	\$299,999	\$0.0240	\$0.0230

DEDICATED Outbound & Inbound Promotion Verizon Interstate Great Rate Promtion				
Commitment Level			2 Year	3 Year
\$60,000	-	\$83,999	\$0.0190	\$0.0180
\$84,000	-	\$119,999	\$0.0190	\$0.0180
\$120,000	-	\$179,999	\$0.0180	\$0.0170
\$180,000	-	\$239,999	\$0.0180	\$0.0170
\$240,000	-	\$299,999	\$0.0170	\$0.0160

Dedicated T1 Promotional Incentive with 3 year Contract						
Commitment Level			Number of T1's Offered at Reduced Rate for Promotional T1 Rate - 3 Year Contract Required	T1 Price Each-MRC*	T1 with PRI (D Channel) Each-MRC*	
\$60,000	-	\$83,999	Maximum of 1	\$1.00	\$101.00	
\$84,000	-	\$119,999	Maximum of 1	\$1.00	\$101.00	
\$120,000	-	\$179,999	Maximum of 2	\$1.00	\$101.00	
\$180,000	-	\$239,999	Maximum of 2	\$1.00	\$101.00	
\$240,000	-	\$299,999	Maximum of 2	\$1.00	\$101.00	

*MRC = Monthly Recurring Charge

This promotion is available until cancelled by Carrier.

(M)

Material appearing on this page previously appeared on Page 123.29.

(N)

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.11 Network Based IP-VPN Convergence Accelerator Promotion**

(M)

Description: This promotion applies to new customers ordering IP-VPN Service from Carrier, or for existing Frame Relay, ATM or TLS customers of Carrier who purchase or upgrade to IP-VPN Service. To be eligible for this promotion, a customer must sign up for IP-VPN Service under a one, two or three year contract term. For those customers who sign a one year contract term, Carrier will waive the Non-Recurring Charges for all elements to the one-year contract. Carrier also reduces pricing on VSSI Internet-Virtual Connection (i-VC) MRCs, based upon committed contract term and total revenue spend, up to a maximum of 50% as set forth in Table 1 below. Specifically, Carrier will provide discounts off of the standard VSSI i-VCs based upon the following parameters:

1-year contract term: Carrier will waive all applicable non-recurring charges (NRCs) and provide discounts of 10% - 35% off standard 1-yr VSSI i-VC MRCs, dependent upon total revenue spend. (see Table 1 below)

2-year contract term: Carrier will waive all applicable non-recurring charges (NRCs) and provide discounts of 15% - 40% off standard 2-yr VSSI i-VC MRCs, dependent upon total revenue spend (see Table 1 below).

3-year contract term: Carrier will waive all applicable non-recurring charges (NRCs) and provide discounts of 25% - 50% off standard 3-yr VSSI i-VC MRCs, dependent on total revenue spend (see Table 1 below).

Terms and Conditions: To be eligible for this promotion, Customer must provide documentation to Carrier demonstrating to the satisfaction of the Carrier at the time of enrollment in the promotion, that customer has met the eligibility requirements set forth above. Customer must execute a contract with carrier which includes Carrier's standard terms and conditions or as negotiated between Carrier and Customer.

Termination Liability: Customer who discontinues or cancels any of the qualifying services described above, or whose services are refused, canceled or discontinued by Carrier, shall forfeit eligibility for this promotion. Carrier may review Customer's compliance annually on their contract anniversary date and may request documentation that Customer continues to order the qualifying service described above. Customers who cancel qualifying services will be liable for any applicable early termination fees, charges or penalties.

This promotion only applies to interstate IP-VPN Service.

Availability: This promotion is available where billing and system capabilities exist. This promotion is available until May 31, 2005.

(M)

Material appearing on this page previously appeared on Page 123.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.11 Network Based IP-VPN Convergence Accelerator Promotion (Cont'd)

(M)

Table 1 below shows the IP-VPN Market Launch Introductory Promo discounts based on customer contract term and bandwidth commitments:

IP –VPN VSDM Discount Table – Term and Volume Discounts

Term and Volume Discounts (applies to VSSI i-VCs only)	Yearly Revenue Range	1 Yr	2 Yr	3 Yr
Revenue Tiers - Based on Annual of VSDM Qualified Purchases (A+B+C)	\$ 0 – \$ 49,999	10%	15%	25%
	\$ 50,000 - \$ 99,999	14%	18%	28%
	\$ 100,000 - \$ 249,999	18%	22%	32%
	\$ 250,000 - \$ 499,999	20%	25%	35%
	\$ 500,000 - \$ 749,999	25%	30%	40%
	\$ 750,000 - \$ 999,999	30%	35%	45%
	\$ 1,000,000 +	35%	40%	50%

Discounts are applied to posted equivalent contract term VSSI Monthly Recurring Charges (MRCs). For example, 1 year contract term spend level discounts are applied to 1 year posted MRCs, 2 year contract term spend level discounts are applied to 2 year posted MRCs, 3 year contract term spend level discounts are applied to 3 year posted MRCs.

(M)

Material appearing on this page previously appeared on Page 123.1.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.12 NATIONAL ATM with IP-VPN Networking Promotion

(M)

Description:

This promotion applies to new Customers ordering National ATM service to support IP-VPN Service delivery from the Carrier. To be eligible for this promotion, a Customer must sign up for both National ATM and IP-VPN Service under a one year or greater contract term. For those Customers who sign a one year or greater contract term, carrier will provide an additional discount off the VSSI National ATM Monthly Recurring Charges (MRC's), based upon annual National ATM revenue spend. (see Table below):

Terms and Conditions:

To be eligible for this promotion, Customer must provide documentation to Carrier demonstrating to the satisfaction of the Carrier at the time of enrollment in the promotion, that Customer has met the eligibility requirements set forth above. Customer must execute a contract with Carrier which includes Carrier's standard terms and conditions or as negotiated between Carrier and Customer.

Termination Liability:

Customer who discontinues or cancels any of the qualifying services described above, or whose services are refused, canceled or discontinued by Carrier, shall forfeit eligibility for this promotion. Carrier may review Customer's compliance annually on their contract anniversary date and may request documentation that Customer continues to order the qualifying service described above. Customers who cancel qualifying services will be liable for any applicable early termination fees, charges or penalties.

This promotion only applies to National ATM Service.

Availability: This promotion is available where billing and system capabilities exist. This promotion is available until December 31, 2005.

Table below shows the National ATM with IP-VPN Networking Promotion:

<u>Term and Volume Discounts</u> (applies to VSSI National ATM only)	<u>Yearly Revenue Range</u>	<u>1,2,3, or 5 Yr</u>
	\$ 0 - \$ 99,999	5%
	\$ 100,000 - \$ 199,999	10%
<u>Revenue Tiers:</u> Based on annual revenue using standard National ATM rates.	\$ 200,000 - \$ 299,999	15%
	\$ 300,000 +	20%

(M)

Material appearing on this page previously appeared on Page 123.2.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.13 National TLS Market Accelerator Promotion**

(M)

Description: This promotion applies to new customers ordering National TLS Service from Carrier or TLS customers of Carrier who purchase or upgrade to National TLS Service. To be eligible for this promotion, a customer must sign up for National TLS Service under a one, two or three year contract term. For those customers who sign a one year contract term, Carrier will waive the Non-Recurring Charges for all elements to the one-year contract. Carrier also reduces pricing on VSSI Ethernet Virtual Circuit (EVC) MRCs, based upon committed contract term and total revenue spend, up to a maximum of 40% as set forth in Table 1 below. Specifically, Carrier will provide discounts off of the standard VSSI EVCs based upon the following parameters:

1-year contract term: Carrier will waive all applicable non-recurring charges (NRCs) and provide discounts of 8% - 28% off standard 1-yr VSSI EVC MRCs, dependent upon total revenue spend. (see Table 1 below)

2-year contract term: Carrier will waive all applicable non-recurring charges (NRCs) and provide discounts of 12% - 32% off standard 2-yr VSSI EVC MRCs, dependent upon total revenue spend. (see Table 1 below).

3-year contract term: Carrier will waive all applicable non-recurring charges (NRCs) and provide discounts of 20% - 40% off standard 3-yr VSSI EVC MRCs, dependent on total revenue spend. (see Table 1 below).

Terms and Conditions: To be eligible for this promotion, Customer must provide documentation to Carrier demonstrating to the satisfaction of the Carrier at the time of enrollment in the promotion, that customer has met the eligibility requirements set forth above. Customer must execute a contract with carrier which includes Carrier's standard terms and conditions or as negotiated between Carrier and Customer.

Termination Liability: Customer who discontinues or cancels any of the qualifying services described above, or whose services are refused, canceled or discontinued by Carrier, shall forfeit eligibility for this promotion. Carrier may review Customer's compliance annually on their contract anniversary date and may request documentation that Customer continues to order the qualifying service described above. Customers who cancel qualifying services will be liable for any applicable early termination fees, charges or penalties.

This promotion only applies to interstate National TLS Service.

Availability: This promotion is available where billing and system capabilities exist. This promotion is available until March 21, 2005.

(M)

Material appearing on this page previously appeared on Page 123.3.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.13 National TLS Market Accelerator Promotion (Cont'd)
Table 1 below shows the National TLS Market Launch Introductory Promo discounts based on customer contract term and bandwidth commitments:

(M)

National TLS VSDM Discount Table – Term and Volume Discounts

Term and Volume Discounts (applies to VSSI EVC MRCs only)	Annual Revenue Spend	1 Yr	2 Yr	3 Yr
Revenue Tiers - Based on Annual Revenue of VSDM Qualified Purchases (A+B+C)	\$ 0 – \$ 49,999	8%	12%	20%
	\$ 50,000 - \$ 99,999	11%	14%	22%
	\$ 100,000 - \$ 249,999	14%	18%	26%
	\$ 250,000 - \$ 499,999	16%	20%	28%
	\$ 500,000 - \$ 749,999	20%	24%	32%
	\$ 750,000 - \$ 999,999	24%	28%	36%
	\$ 1,000,000 +	28%	32%	40%

Discounts are applied to posted equivalent contract term VSSI Monthly Recurring Charges (MRCs). For example, 1 year contract term spend level discounts are applied to 1 year posted MRCs, 2 year contract term spend level discounts are applied to 2 year posted MRCs, 3 year contract term spend level discounts are applied to 3 year posted MRCs.

(M)

Material appearing on this page previously appeared on Page 123.4.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.14 Packaged Offer Promotion #9

(M)

This promotion is no longer available as of January 31, 2006.

Description: This promotion applies to new eligible Customers purchasing the interstate services listed in Column C, as described elsewhere in this Rate Schedule. Under this promotion Customer may obtain higher discounts on specified long distance service depending upon their aggregate annual billed services specified below. To be eligible for this promotion, a new Customer must sign a one, two, three or five-year contract for any of the long distance services described in Group C; and a) commit to packaging such Services with certain other local telecommunications voice or data services offered by an affiliated local exchange carrier (see services listed in Group A); b) commit to packaging such Services with certain other non-regulated products or services (see services listed in Group B) provided by Carrier's affiliates; or c) commit to purchasing any two or more services listed in Group C provided by Carrier. In determining applicable volume-based discounts for Services in Column C (found elsewhere in this Rate Schedule) Carrier will include annual spending for services set forth in the columns below under qualifying transactions as may be applicable. In determining the actual aggregate annual revenue, Carrier will calculate the total annual revenue contributed by all the products purchased in A, B or C (qualifying transaction defined as a purchase from Group A, B or C); or by multiplying Customer's total contractual value of Customers regulated and deregulated spend by one third (1/3).

Column A	Column B	Column C
Centrex-type services	CPE Maintenance – Voice	Enterprise Connections
CO-based Voice Messaging	CPE Equipment	Global Private Line
Corporate Rewards	Managed Voice Services (MVS)	LD ATM – National ATM
DSL Services	Managed Network Services (MNS) – SiteWatch, FrameWatch, ATMWatch, IPTWatch	LD Frame Relay
DCS (Digital Channel Svcs.)	DIAS – IA	Regional SONET
FlexPath	Data CPE Installation Services	High Speed Private Line
FlexGrow	Data CPE Maintenance	Low Speed Private Line
IntraLATA Toll	Site Patrol	Verizon Optical Networking Service InterLATA
ISDN PRI	BRCS Consulting	National TLS
ISDN BRI		National EDSR
Local ATM		IP-VPN
Local DDS 1		IP-VPN II
Local DS1		
Local DS3		
Local DWDM – IOTS		
Local E-IDSR		
Local Frame Relay		
Local SONET – IDSR		
Local TLS		
NIMBUS		
VideoConnect		
Voice Conferencing		
VON-IntraLATA		
VPNS		
VSSI AOS		

Quoted given before the expiration of the promotion are good until the expiration of the quote.

(M)

Material appearing on this page previously appeared on Page 123.7.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.14 Packaged Offer Promotion #9 (Continued)**

(M)

This promotion is no longer available as of January 31, 2006.

Terms and Conditions: (Continued)

Terms and Conditions: To be eligible for this promotion, Customer must provide documentation to Carrier demonstrating to the satisfaction of Carrier at the time of enrollment in the promotion that Customer has met the eligibility requirements set forth above. The discount earned under this promotion will be reflected on Customer's contract with Carrier and will not appear as a line item on their invoice. This promotion is available where billing and system capabilities exist.

Customer may purchase products from Group A or Group B or two or more products from Group C to receive an aggregated revenue service rate from Group C. Customers may also use 1/3 of their total regulated and deregulated wire-line spend with Carrier to receive a discount on services in Group C.

For Customers who utilize the aggregate annual revenue option for services purchased from Groups A, B, or C and who discontinues or cancels any of the qualifying services described above, or whose services are refused, canceled or discontinued by Carrier, the participating local exchange carrier or provider of non-regulated products, shall forfeit eligibility for this promotion. Carrier may review Customer's compliance annually on their contract anniversary date and may request documentation that Customer continues to order the qualifying service described above. Customers who cancel qualifying services will still receive the products or services listed on Column C, but will forfeit any additional discount earned under this promotion.

The discounts provided under this promotion shall only apply to rates for interstate services except for Carrier's VIN E800 service, calling cards, and international services. This promotion may be offered in conjunction with Carrier's existing voice and data promotions. This promotion is available until canceled by Carrier.

Quoted given before the expiration of the promotion are good until the expiration of the quote.

(M)

Material appearing on this page previously appeared on Page 123.8.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.15 Packaged Offer Promotion #10**

(M)

Description: Short term DS1 and DS3 Long Distance Private Line Services. Services are defined as having a contract term of one, two, or three months.

Existing or new Customers who sign a contract with Carrier and have the Services activated between July 14, 2004 and September 2, 2004 are eligible to enter into a Month-to-Month contract and may utilize Service for up to three months at the List Prices in effect at the time of contract signature.

Term and Volume discounts will not apply.

Terms and Conditions: The minimum service period for Services ordered under this promotion is one month. All terms and conditions detailed in this Rate Schedule shall apply except as specifically stated herein. This promotion is available where billing and system capabilities exist. Special facilities construction charges may apply, which will be in addition to the monthly recurring rates under this Service.

Customer must place an order containing the date for disconnection of service at the same time customer places the order to activate the service.

Availability: In order to be eligible for this promotion Customers must sign a contract and activate the Services between July 14, 2004 and September 2, 2004. Customers ordering the Services must have at least one end location in the Boston or New York metropolitan areas.

(M)

Material appearing on this page previously appeared on Page 123.9.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.16 Packaged Offer Promotion #11

(M)

Description:

Existing or new Customers who sign a contract with Carrier, between July 19, 2004 and February 28, 2005, for Long Distance Private Line Services, as described in Section 2.25 of this Rate Schedule, are eligible for the following InterLATA Transport Base Transport Monthly Recurring Charges ("MRC"), Non-Recurring Charges ("NRC"), and Term and Volume Discount Plan

InterLATA Transport List Price MRC

Bandwidth Speed DS-1

Miles*	MRC (\$ per Mile)	NRC (per circuit)
0-100	\$1.28	\$0.00
101-250	\$1.24	\$0.00
251-500	\$0.60	\$0.00
501-1000	\$0.55	\$0.00
> 1000	\$0.50	\$0.00

* 100-mile interLATA transport minimum charge applies

Bandwidth Speed DS-3

Miles*	MRC (\$ per Mile)	NRC (per circuit)
0-100	\$15.00	\$0.00
101-250	\$11.50	\$0.00
251-500	\$6.71	\$0.00
501-1000	\$3.79	\$0.00
> 1000	\$2.74	\$0.00

* 100-mile interLATA transport minimum charge applies

Bandwidth Speed OC-3 and OC-3c

Miles*	MRC (\$ per Mile)	NRC (per circuit)
0-100	\$30.00	\$0.00
101-250	\$25.00	\$0.00
251-500	\$10.84	\$0.00
501-1000	\$8.38	\$0.00
> 1000	\$6.44	\$0.00

* 100-mile interLATA transport minimum charge applies

(M)

Material appearing on this page previously appeared on Page 123.10.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.16 Packaged Offer Promotion #11 (Continued)

(M)

Term and Volume Discount Plan

The Term and Volume Discount Plan will be applied to the monthly recurring access (except for Ports utilized with Full Service Access using Customer's SONET Ring) and transport charges for Carrier's DS-1, DS-3, OC-3 and OC-3c Long Distance Private Line Service circuits as described in Section 2.25 of this Rate Schedule . This discount only applies to the current contract and does not apply to any existing circuits purchased or any proposed future circuits not ordered at the time of the contract signing. Discounts apply per contract and are not cumulative.

Term/Volume Discount*

1 Year	2 Year	3 Year	5 Year
5.0%	10.0%	15.0%	20.0%
7.5%	12.5%	17.5%	20.0%
10.0%	15.0%	20.0%	20.0%
15.0%	20.0%	20.0%	20.0%
17.5%	20.0%	20.0%	20.0%
20.0%	20.0%	20.0%	20.0%

* Applies to Transport and Local Access Arrangement "Full Service Using Point-to-Point Private Line"

Terms and Conditions:

All terms and conditions detailed in Section 2.25 of this Rate Schedule shall apply except as specifically stated above.

Long Distance Private Line quotes given before the expiration of the promotion, are valid for a 60-day period and will be honored even if the promotion has expired so long as Customer signs a contract before the expiration of the 60-day period.

This promotion is available where billing and system capabilities exist.

Customer who discontinues or cancels Long Distance Private Line Services described above shall forfeit eligibility for this promotion.

Availability:

Customers who sign a contract between July 19, 2004 and February 28, 2005.

(M)

Material appearing on this page previously appeared on Page 123.11.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.17 Packaged Offer Promotion #14

(M)

This promotion is only available to customers purchasing from Federal Technology Service in the Government Agency Service tariff.

Description:

Existing or new Customers who issue a purchase order between August 1, 2004 and December 31, 2004, for Long Distance Private Line Services, as described in Section 6.4 of this Rate Schedule, are eligible for the following InterLATA Transport Base Transport Monthly Recurring Charges ("MRC").

InterLATA Transport List Price MRC

Bandwidth Speed DS-1

Miles*	MRC (\$ per Mile)	NRC (per circuit)
0-99	\$96.00 total	\$0.00
100-249	\$0.93	\$0.00
250-499	\$0.48	\$0.00
500-999	\$0.44	\$0.00
1000 +	\$0.40	\$0.00

* 100-mile interLATA transport minimum charge applies

Bandwidth Speed DS-3

Miles*	MRC (\$/Mile)	NRC (per circuit)
0-99	\$1,125.00 total	\$0.00
100-249	\$8.63	\$0.00
250-499	\$5.37	\$0.00
500-999	\$3.04	\$0.00
1000 +	\$2.20	\$0.00

* 100-mile interLATA transport minimum charge applies

Bandwidth Speed OC-3 and OC-3c

Miles*	MRC (\$/Mile)	NRC (per circuit)
0-99	\$2,250.00 total	\$0.00
100-249	\$18.75	\$0.00
250-499	\$8.68	\$0.00
500-999	\$6.71	\$0.00
1000 +	\$5.16	\$0.00

* 100-mile interLATA transport minimum charge applies

(M)

Material appearing on this page previously appeared on Page 123.14

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.17 Packaged Offer Promotion #14 (Continued)

(M)

Terms and Conditions:

All terms and conditions detailed in Section 6.4 of this Rate Schedule shall apply except as specifically stated above.

Customer who discontinues or cancels Long Distance Private Line Services described above shall forfeit eligibility for this promotion.

Availability:

Customers who sign a contract between August 1, 2004 and December 31, 2004

(M)

Material appearing on this page previously appeared on Page 123.15

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.18 Packaged Offer Promotion #16

(M)

Description: Short term DS1 and DS3 Long Distance Private Line Services. Services are defined as having a contract term of one, two, or three months.

Existing or new Customers who sign a contract with Carrier and have the Services activated between October 12, 2004 and November 2, 2004 are eligible to enter into a Month-to-Month contract and may utilize Services for up to three months at the List Prices in effect at the time of contract signature. Expedite fees will apply in addition to standard installation fees.

Term and Volume discounts will not apply.

Terms and Conditions: The minimum service period for Services ordered under this promotion is one month. All terms and conditions detailed in this Rate Schedule shall apply except as specifically stated herein. This promotion is available where billing and system capabilities exist. Special facilities construction charges may apply, which will be in addition to the monthly recurring rates under this Service.

Customer must place an order containing the date for disconnection of service at the same time customer places the order to activate the service.

Availability: In order to be eligible for this promotion Customers must sign a contract and activate the Services between October 12, 2004 and November 2, 2004. Services may not originate and terminate in the same Local Access and Transport area ("LATA"). Services are available where facilities exist and each end of the circuit must originate and terminate between locations in the following LATAs: This promotion cannot be used in conjunction with any other existing Long Distance Private Line promotions.

120	228
122	230
126	232
128	234
130	236
134	238
136	244
138	248
140	250
222	252
224	254
226	256

(M)

Material appearing on this page previously appeared on Page 123.18

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.19 Packaged Offer Promotion #17

(M)

Description:

New Verizon Optical Networking Customers who sign a contract with Carrier, between October 18, 2004 and April 15, 2005, for Long Distance Verizon Optical Networking Services, as described below and in Section 2.23 of this Rate Schedule, are eligible for the following InterLATA Transport and associated Local Access Monthly Recurring Charges (“MRC”), NonRecurring Charges (“NRC”), and Term and Volume Discount Plan.

InterLATA Transport List Price MRC

Table 1 – 10 Mbps Ethernet (Full Rate) InterLATA Transport Charges		
Miles	MRC (\$ per mile)	NRC (per circuit)
0-100	\$7.03	\$0.00
101-250	\$6.86	\$0.00
251-500	\$4.96	\$0.00
501-1000	\$2.16	\$0.00
1000+	\$1.48	\$0.00

Table 2 – 100 Mbps Ethernet (50 Mbps) InterLATA Transport Charges		
Miles	MRC (\$ per mile)	NRC (per circuit)
0-100	\$7.03	\$0.00
101-250	\$6.86	\$0.00
251-500	\$4.96	\$0.00
501-1000	\$2.16	\$0.00
1000+	\$1.48	\$0.00

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Material appearing on this page previously appeared on Page 123.19

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.19 Packaged Offer Promotion #17 (Continued)

(M)

InterLATA Transport List Price MRC (Continued)

Table 3 – 100 Mbps Ethernet (Full Rate) InterLATA Transport Charges		
Miles	MRC (\$ per mile)	NRC (per circuit)
0-100	\$11.76	\$0.00
101-250	\$11.59	\$0.00
251-500	\$8.45	\$0.00
501-1000	\$3.80	\$0.00
1000+	\$2.78	\$0.00

Table 4 – 1 Gbps Ethernet (50 Mbps) InterLATA Transport Charges		
Miles	MRC (\$ per mile)	NRC (per circuit)
0-100	\$7.03	\$0.00
101-250	\$6.86	\$0.00
251-500	\$4.96	\$0.00
501-1000	\$2.16	\$0.00
1000+	\$1.48	\$0.00

Table 5 – 1 Gbps Ethernet (150 Mbps) InterLATA Transport Charges		
Miles	MRC (\$ per mile)	NRC (per circuit)
0-100	\$13.11	\$0.00
101-250	\$12.94	\$0.00
251-500	\$9.58	\$0.00
501-1000	\$4.59	\$0.00
1000+	\$3.29	\$0.00

(M)

Material appearing on this page previously appeared on Page 123.20

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.19 Packaged Offer Promotion #17 (Continued)

(M)

InterLATA Transport List Price MRC (Continued)

Table 6 – 1 Gbps Ethernet (300 Mbps) InterLATA Transport Charges		
Miles	MRC (\$ per mile)	NRC (per circuit)
0-100	\$24.28	\$0.00
101-250	\$24.11	\$0.00
251-500	\$17.90	\$0.00
501-1000	\$8.64	\$0.00
1000+	\$6.25	\$0.00

Table 7 – 1 Gbps Ethernet (450 Mbps) InterLATA Transport Charges		
Miles	MRC (\$ per mile)	NRC (per circuit)
0-100	\$28.11	\$0.00
101-250	\$27.94	\$0.00
251-500	\$21.11	\$0.00
501-1000	\$10.91	\$0.00
1000+	\$7.74	\$0.00

Table 8 – 1 Gbps Ethernet (600 Mbps) InterLATA Transport Charges		
Miles	MRC (\$ per mile)	NRC (per circuit)
0-100	\$31.94	\$0.00
101-250	\$31.77	\$0.00
251-500	\$24.32	\$0.00
501-1000	\$13.18	\$0.00
1000+	\$9.23	\$0.00

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Material appearing on this page previously appeared on Page 123.21

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.19 Packaged Offer Promotion #17 (Continued)

(M)

InterLATA Transport List Price MRC (Continued)

Table 9 – 1 Gbps Ethernet (Full Rate) InterLATA Transport Charges		
Miles	MRC (\$ per mile)	NRC (per circuit)
0-100	\$78.21	\$0.00
101-250	\$78.04	\$0.00
251-500	\$56.81	\$0.00
501-1000	\$25.01	\$0.00
1000+	\$18.66	\$0.00

Table 10 – 1 Gbps Fibre Channel (Full Rate) InterLATA Transport Charges		
Miles	MRC (\$ per mile)	NRC (per circuit)
0-100	\$75.70	\$0.00
101-250	\$75.53	\$0.00
251-500	\$54.84	\$0.00
501-1000	\$23.86	\$0.00
1000+	\$17.87	\$0.00

Table 11 – 1 Gbps FiCON (Full Rate) InterLATA Transport Charges		
Miles	MRC (\$ per mile)	NRC (per circuit)
0-100	\$75.70	\$0.00
101-250	\$75.53	\$0.00
251-500	\$54.84	\$0.00
501-1000	\$23.86	\$0.00
1000+	\$17.87	\$0.00

(M)

* 100-mile interLATA transport minimum charge applies

Material appearing on this page previously appeared on Page 123.22

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.19 Packaged Offer Promotion #17 (Continued)

(M)

Local Access List Price MRC

Table 12 – Local Access Charges			
Speed	MRC – Fixed (List Price)	MRC – Per Mile (List Price)	NRC (Per LATA)
10 Mbps Ethernet (Full Rate) - Protected	\$757.58	\$74.07	\$1.00
10 Mbps Ethernet (Full Rate) - Unprotected	\$606.06	\$74.07	\$1.00
100Mbps Ethernet (50Mb) - Protected	\$1,287.88	\$104.80	\$1.00
100Mbps Ethernet (50Mb) - Unprotected	\$997.47	\$104.80	\$1.00
100 Mbps Ethernet (Full Rate) - Protected	\$1,805.56	\$134.26	\$1.00
100 Mbps Ethernet (Full Rate) - Unprotected	\$1,388.89	\$134.26	\$1.00
1Gbps Ethernet (50Mb) - Protected	\$1,287.88	\$104.80	\$1.00
1Gbps Ethernet (50Mb) - Unprotected	\$997.47	\$104.80	\$1.00
1Gbps Ethernet (150Mb) - Protected	\$2,323.23	\$172.56	\$1.00
1Gbps Ethernet (150Mb) - Unprotected	\$1,830.81	\$172.56	\$1.00
1Gbps Ethernet (300Mb) - Protected	\$3,358.59	\$240.32	\$1.00
1Gbps Ethernet (300Mb) - Unprotected	\$2,651.52	\$240.32	\$1.00
1Gbps Ethernet (450Mb) - Protected	\$4,393.94	\$308.08	\$1.00
1Gbps Ethernet (450Mb) - Unprotected	\$3,472.22	\$308.08	\$1.00
1 Gbps Ethernet (600 Mbps) - Protected	\$5,429.29	\$374.58	\$1.00
1 Gbps Ethernet (600 Mbps) - Unprotected	\$4,292.93	\$374.58	\$1.00
1Gbps Ethernet (Full Rate) - Protected	\$7,601.01	\$524.41	\$1.00
1Gbps Ethernet (Full Rate) - Unprotected	\$6,010.10	\$524.41	\$1.00
1Gbps Fibre Channel (Full Rate) - Protected	\$8,371.21	\$578.28	\$1.00
1Gbps Fibre Channel (Full Rate) - Unprotected	\$6,616.16	\$578.28	\$1.00
1Gbps FiCON (Full Rate) - Protected	\$8,371.21	\$578.28	\$1.00
1Gbps FiCON (Full Rate) - Unprotected	\$6,616.16	\$578.28	\$1.00

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Material appearing on this page previously appeared on Page 123.23

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.19 Packaged Offer Promotion #17 (Continued)

(M)

Expedite Fees:

Carrier will charge Customer an expedite fee as follows:

<u>Speed</u>	<u>Fee per Circuit</u>
10 Mbps Ethernet (Full Rate)	\$1,500
100 Mbps Ethernet (50Mb)	\$2,000
100 Mbps Ethernet (Full Rate)	\$2,000
1 Gbps Ethernet (50 Mb)	\$3,000
1 Gbps Ethernet (150 Mb)	\$3,000
1 Gbps Ethernet (300 Mb)	\$3,000
1 Gbps Ethernet (450 Mb)	\$3,000
1 Gbps Ethernet (600 Mb)	\$3,000
1 Gbps Ethernet (Full Rate)	\$3,000
1 Gbps Fibre Channel (Full Rate)	\$3,000
1 Gbps FiCON (Full Rate)	\$3,000

Term and Volume Discount Plan

This discount only applies to the current contract and does not apply to any existing circuits purchased or any proposed future circuits not ordered at the time of the contract signing. Discounts apply per contract and are not cumulative.

Term/Volume Discount*

Monthly Revenue	1 Year	2 Year	3 Year
\$0 to \$9,999	5.0%	10.0%	15.0%
\$10,000 to \$24,999	7.5%	12.5%	17.5%
\$25,000 to \$49,999	10.0%	15.0%	20.0%
\$50,000 to \$99,999	15.0%	20.0%	20.0%
\$100,000 to \$249,999	17.5%	20.0%	20.0%
\$250,000 and higher	20.0%	20.0%	20.0%

* Applies to Verizon Optical Network Transport and Local Access Arrangement "Full Service".

(M)

Material appearing on this page previously appeared on Page 123.24

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.19 Packaged Offer Promotion #17 (Continued)

(M)

Terms and Conditions:

All terms and conditions detailed in Section 3 of this Rate Schedule shall apply except as specifically stated above.

This promotion is available where billing and system capabilities exist.

Customer who discontinues or cancels Verizon Optical Network Services described above shall forfeit eligibility for this promotion.

This promotional rates set forth herein may not be further reduced by any other promotions or discount plans.

Availability:

Customers who sign a contract between October 18, 2004 and April 15, 2005

(M)

Material appearing on this page previously appeared on Page 123.25

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.29 Packaged Offer Promotion #18**

(M)

Description:

Existing or new Customers who sign a contract with Carrier, between March 1, 2005 and December 31, 2005 or May 13, 2005 and December 31, 2005, (for OC192 and OC192c circuits only) for Long Distance Private Line Service II, as described in Section 2.25 of this Rate Schedule, are eligible for Long Distance Private Line Service circuits and pricing to include Carriers Access Service and InterLATA transport at speeds of OC12, OC12c, OC48, OC48c, OC192*, and OC192c*. The rates for this service, under this promotion, will be established by Carrier on an Individual Case Basis (ICB).

Terms and Conditions:

Carrier's Access Service will only be sold and provided in conjunction with Carrier's Transport Service. A minimum of 100 miles of transport is required for speeds of OC12, OC12c, OC48, OC48c, OC192, and OC192c. Access arrangements as defined in the Long Distance Private Line Service II of this Federal Rate Schedule are available under this promotion.

Customers may elect to upgrade service(s) to a higher speed only within the same service type during a contract term subject to the following conditions. Upgrade refers to the act of increasing a Long Distance Private Line Service II circuit speed; for example, from a OC-12 level to an OC48. When Customer upgrades service, the order to discontinue a service at an existing speed or capacity and the order to upgrade service must be received by Carrier at the same time. The total revenue of the new agreement must be equal to or greater than the total revenue of the existing agreement. Rates for the upgraded service, including any discount, will be those in effect at the time of the service upgrade. Termination liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s), is within the same service type, and is provided by Carrier. Any charges associated with local access or additional facilities that occur in the termination of the existing circuits and the provisioning of the upgraded circuits will be passed through to Customer. Transport charges associated with this service are calculated according to the InterLATA ICB transport rates effective at the time of the upgrade.

All terms and conditions detailed in Section 2.25 of this Rate Schedule shall apply except as specifically stated above. Customer must enter written agreement satisfactory to Carrier for such promotional services.

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Material appearing on this page previously appeared on Page 123.26

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.20 Packaged Offer Promotion #18 (Continued)**

(M)

Rates and/or Charges:

1. Expedite Charges

Carrier may offer expedites for its OC12, OC12c, OC48, OC48c, OC192, and OC192c circuits. Pricing for expedites will be on and ICB basis. However, Carrier does not guarantee a shortened installation interval will be achieved for every accepted expedite request. The expedite charge will be applied to the first bill rendered for the circuit even if a shortened installation interval was not achieved.

2. Notification of Discontinuance

Carrier must receive a request for discontinuance of a service arrangement at least 30 days prior to the actual disconnect of service. Recurring charges will apply for a period of 30 days from the date Carrier receives a disconnect notification or until the requested disconnect date, whichever period is longer.

3. Early Termination Liability

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

Customers must pay a lump sum payment equal to 100% of the monthly rate for the remaining months in the unexpired portion of the first year of the contract term, plus 50% of the monthly charges for the remainder of the term of contract. Any non recurring charges waived as a result of a term commitment shall be payable in full.

Credit of termination liability charges for this service may be applicable in the case of re-establishment of similar service of equal or higher speeds within six months of termination for the same length of the contract term. The amount of credit will be one-sixth of the early termination liability times the number of months service is re-established until the sixth month.

Any special construction or non-standard charges assessed by the Carrier supplying the local access will be transferred to and become the responsibility of the Customer.

Availability:

This promotion is available where billing and system capabilities exist.

Customer who discontinues or cancels Long Distance Private Line Services described above shall forfeit eligibility for this promotion.

Customers who sign a contract between March 1, 2005 and December 31, 2005.

(M)

Material appearing on this page previously appeared on Page 123.27

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.21 Direct Line Service

This Service is hereby cancelled and withdrawn.

(N)

THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS. EXISTING CUSTOMERS WILL BE GRANDFATHERED UNTIL TERMINATED BY EITHER CARRIER OR CUSTOMER, FOLLOWING EXPIRATION OF ANY SERVICE TERM. DURING GRANDFATHERING, CUSTOMERS MAY NOT MAKE ANY MOVES, ADDS, CHANGES, OR RENEWALS UNLESS THEIR AGREEMENT EXPRESSLY PERMITS IT. FOR CUSTOMERS ON MONTH-TO-MONTH TERMS, CARRIER MAY TERMINATE THE SERVICE WITH SIX MONTHS WRITTEN NOTICE. CUSTOMER MAY TERMINATE AT ANY TIME.

(M)

5.21.1 Description of Service

Direct Line Service encompasses dedicated point-to-point private line connections through non-switched, non-usage sensitive, dedicated facilities that enable the user to send and receive data transactions at Customer's selected bandwidth. This offering provides Customer with the ability to have a truly scaleable private line network utilizing Protected Ring Service or Linear Service circuits; Customer's network can easily be upgraded to circuit speeds at the OC-3, OC-12, and OC-48 levels within the specific service type.

Direct Line Service is currently available to Customers in the conterminous U.S. where Carrier has the necessary facilities in place to offer high-bandwidth speeds of DS-3, OC-3, OC-12, and OC-48 Private Line. Service is offered subject to availability of necessary facilities and services.

Direct Line Service can be ordered either as a "full service" arrangement (end to end service) which is installed and maintained from one Customer premise to another Customer premise. It can also be ordered as a "baseline service" arrangement (POP-to-POP) in which Customer provides for his/her own local access and is responsible for the installation and maintenance of the local access loops.

A. Protected Ring Service

The Protected Ring Service utilizes self-healing SONET ring technology to maximize capacity and provide fault-tolerant performance. The SONET rings utilize 4-Fiber BLSR (Bi-Directional Line Switched Ring) pairs enabling the system to re-route traffic either on a protection span or on a switched path sending the traffic in the opposite direction.

Service is provided only through designated Points Of Presence (POP). If Customer requests service to and from a city where Carrier does not have a POP, then Carrier will provide service via alternate facilities and will pass through associated charges as additional facility charges.

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SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.21 Direct Line Service**

(M)

5.21.1 Description of Service (Continued)**B. Linear Service**

Linear Service provides a high speed optical interface that has 1:1 protection where Customer traffic will transfer to a second fiber in the event of a failure. Should the physical fiber be damaged or severed, backup will be provided through manual intervention. Linear Service is available throughout the conterminous U.S. where facilities and conditions permit.

Service is available to the following off-shore destinations on an individual case basis: Alaska, Hawaii, Guam, U.S. Virgin Islands and Puerto Rico.

5.21.2 Additional Charges/Regulations**A. Expedites**

Carrier may offer expedites for Protected Ring Service only. However, Carrier does not guarantee a shortened installation interval for every accepted expedite request.

B. Upgrades to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed only within the same service type during a contract term subject to the following conditions. Upgrade refers to the act of increasing a Direct Line Service circuit speed; for example, from a DS-3 level to an OC-3 circuit or an OC-12 to an OC-48 circuit or the upgrade to an advanced technology such as ATM.

When Customer upgrades service, the order to discontinue a service at an existing speed or capacity and the order to upgrade service must be received by Carrier at the same time. The total MRC of the new agreement must be equal to or greater than the total monthly rate of the existing agreement. Rates for the upgraded service including any discount will be those in effect at the time of the service upgrade. Termination liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s), is within the same service type, and is provided by Carrier. Any charges associated with local access or additional facilities that occur in the termination of the existing circuits and the provisioning of the upgraded circuits will be passed through to Customer. Transport charges associated with this service are calculated according to the inter-office transport rates within this Rate Schedule effective at the time of the upgrade.

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SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.21 Direct Line Service (Continued)**

(M)

5.21.2 Additional Charges/Regulations (Continued)

C. Renewal Options

At the end of a contract term, Customer will have 60 days at the current contract rate in which to renew his contract for another term under the rates applicable at the time of renewal. If at the end of the 60 day grace period, Customer has not selected a renewal plan or has not requested the termination of service, he will be billed at the month to month rate that is in effect for the circuit type(s) being billed.

D. Notification of Discontinuance

Carrier must receive a request for discontinuance of a service arrangement at least 30 days prior to the actual disconnect of service. Recurring charges will apply for a period of 30 days from the date Carrier receives disconnect notification or until the requested disconnect date, whichever period is longer.

E. Early Termination Liability

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

One-Year Contract: 100% of any remaining portion of the first year's recurring charges for the all circuits in-service.

Two-Year Contract: 100% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second year, Customer will be liable for 50% of the total monthly recurring charges in that time term for all circuits in-service.

Three-Year Contract: 100% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third year, Customer will be liable for 40% of the total monthly recurring charges in that time term for all circuits in-service.

E. Early Termination Liability (Continued)

Five-Year Contract: 100% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, Customer will be liable for 20% of the total monthly recurring charges in that time term for all circuits in-service.

Credit of termination liability charges for this service may be applicable in the case of re-establishment of similar service of equal to or higher speeds within six months of termination for the same length of the contract term. The amount of credit will be one-sixth of the early termination liability times the number of month's service is re-established until the sixth month.

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SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.21 Direct Line Service (Continued)

(M)

5.21.3 Direct Line Service - Rate Elements

Direct Line Service include the following rate elements.

A. Inter-Office Transport

NRC - There are no Non-Recurring Charges (NRCs) associated with this service.

MRC - Charges include a Monthly Recurring Charge (MRC) outlined in the tables below on a rate per DS-0 mile basis. The number of DS-0 channels in any given circuit determines DS-0 mileage.

1. Monthly Recurring Inter-Office Transport Pricing for Protected Ring Service.

Tier	Protected Ring Service (C)	5-year term Price	3-year term Price	2-year term Price	1-year term Price	Month to Month term Pricing*
Tier 1	DS-3 (45 Mbps)	0.024	0.027	0.031	0.036	0.046
Tier 2	≥(3) DS-3 (155 Mbps Or greater)	0.020	0.022	0.026	0.031	0.041
Tier 2	OC-3 (155 Mbps)	0.020	0.022	0.026	0.031	0.041
Tier 3	Total Bandwidth ≥ 310 Mbps	0.019	0.021	0.025	0.030	0.040
Tier 4	≥(4) OC-3 (622 Mbps or greater)	0.018	0.019	0.023	0.026	0.036
Tier 4	OC-12 (622 Mbps)	0.018	0.019	0.023	0.026	0.036
Tier 5	Total Bandwidth ≥ 1244 Mbps	0.017	0.018	0.022	0.025	0.035
Tier 6	≥(4) OC-12 (2488 Mbps)	0.017	0.017	0.020	0.023	0.033
Tier 7	OC-48	0.016	0.017	0.020	0.023	0.033

2. Monthly Recurring Inter-Office Transport Pricing for Linear Service

Tier	Linear Service	3-year term Price	2-year term Price	1-year term Price	Month to Month term Pricing*
Tier 1	DS-3 (45 Mbps)	0.026	0.029	0.034	0.044
Tier 2	≥(3) DS-3 (155 Mbps Or greater)	0.021	0.025	0.029	0.039
Tier 2	OC-3 (155 Mbps)	0.021	0.025	0.029	0.039
Tier 3	Total Bandwidth ≥ 310 Mbps	0.020	0.024	0.028	0.038
Tier 4	≥(4) OC-3 (622 Mbps or greater)	0.018	0.022	0.025	0.034
Tier 4	OC-12 (622 Mbps)	0.018	0.022	0.025	0.034
Tier 5	Total Bandwidth ≥ 1244 Mbps	0.017	0.021	0.024	0.033
Tier 6	≥(4) OC-12 (2488 Mbps)	0.016	0.019	0.022	0.031
Tier 7	OC-48	0.016	0.019	0.022	0.031

* Month to month pricing is only available at the end of a contract term.

(M)

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SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.21 Direct Line Service (Continued)**

(M)

5.21.3 Direct Line Service - Rate Elements (Continued)

- The pricing in the above table is representative of dollar per DS-0 mile rates.
- The number of DS-0 channels in any given circuit determines DS-0 mileage.
- There is a minimum inter-office transport mileage requirement of 200 miles per circuit. Any circuit with mileage under 200 miles will be raised to meet the 200 mile minimum.
- For pricing purposes three DS-3 circuits will equate to 155 Mbps. (OC-3)
- For pricing purposes four DS-3 circuits will equate to 200 Mbps. (155 Mbps. + 45 Mbps).
- For pricing purposes pricing will be based on an aggregate bandwidth.
- Bandwidth can only be aggregated through Tier 6. Example: 20 OC-12 circuits would be priced in Tier 6.
- OC-48 pricing is stand-alone and cannot be comprised of aggregated bandwidth. OC-48 pricing is not eligible for the Multi-circuit/Multi-term volume discount and does not count towards the Minimum Monthly Recurring Charge (MMRC).

Example: Customer purchases three DS-3 circuits and one OC-3 circuit. The aggregate bandwidth for the DS-3s would be 155 Mbps (per note above) plus the OC-3 bandwidth of 155 Mbps for a total bandwidth of 310 Mbps. This configuration would fall into the Tier 3 pricing structure.

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SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.21 Direct Line Service (Continued)**

(M)

5.21.3 Direct Line Service - Rate Elements (Continued)**B. Local Access Charges**

Carrier will set up local access arrangements on behalf of Customer as requested for the Direct Line Service purchased. Any charges associated with the provisioning of the access circuits, including but not limited to, local access charges, coordination charges, access service order charges, or any other charge associated with gaining access from Customer premise to the POP will be considered access charges. This includes any NRC incurred in association with obtaining access regardless of contract term. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer. Any such access charge as described above will be the responsibility of Customer.

C. Additional Facility Charges

Back-haul charges and tail circuit charges may also apply when Customer requests service to any location where the Direct Line POP cannot support the requested type of service. Any charges associated with provisions of such additional facilities, including but not limited to back-haul, tail circuits, or any other charges associated with transition to/from non-listed cities will be considered additional facilities charges. This includes any NRC incurred regardless of contract terms. Any special construction or non-standard charges assessed by the company supplying additional facilities will also be the responsibility of Customer. Any such charge as described above will be the responsibility of Customer.

D. Multi-Circuit / Multi-Term Discount Plan

Carrier offers discounts based on the term of Customer's commitment to Carrier's service, quantity of Direct Line Service circuits purchased by Customer on a given contract, and on Customer's total inter-office transport MRC for Direct Line Services.

The Multi-Circuit / Multi-Term Discount Plan will be applied only to the monthly recurring inter-office transport charge for Direct Line Service circuits as described above. It does not apply to any other rate elements. Further, this discount only applies to the current contract and does not apply to any existing circuits purchased on prior contracts or any proposed future circuits not ordered at the time of contract signing. Discounts apply per contract and are not cumulative.

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(M) Moved from Section 2.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.21 Direct Line Service (Continued)

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5.21.3 Direct Line Service - Rate Elements (Continued)

D. Multi-Circuit / Multi-Term Discount Plan (Continued)

Eligibility for this discount plan requires all of the following conditions: Contract term must be three or five years and must include three or more Direct Line Service circuits as described above. In addition, the MMRC for the inter-office transport must be \$60,000 or greater, comprised of DS-3 through OC-12 Direct Line Service circuits.

Customer contracts meeting all of the above requirements are entitled to a discount of 10% on five-year contracts and 5% on three-year contracts.

No other promotions or discounts apply to Direct Line Service with the exception of Competitive Response Promotion.

E. Expedite Fees

Carrier will charge Customer an expedite fee on a per order basis.

Bandwidth	New Orders	Change Orders
DS3	\$1,500	\$1,000
OC3	2,000	1,250
OC12	3,000	1,750
OC48	5,000	3,000

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(M) Moved from Section 2.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.22 Advanced Optical Solutions (This service is hereby cancelled and withdrawn)
THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS. EXISTING CUSTOMERS WILL BE GRANDFATHERED UNTIL TERMINATED BY EITHER CARRIER OR CUSTOMER, FOLLOWING EXPIRATION OF ANY SERVICE TERM. DURING GRANDFATHERING, CUSTOMERS MAY NOT MAKE ANY MOVES, ADDS, CHANGES, OR RENEWALS UNLESS THEIR AGREEMENT EXPRESSLY PERMITS IT. FOR CUSTOMERS ON MONTH-TO-MONTH TERMS, CARRIER MAY TERMINATE THE SERVICE WITH SIX MONTHS WRITTEN NOTICE. CUSTOMER MAY TERMINATE AT ANY TIME.

(M)(C)

A. General

Advanced Optical Solutions (AOS) is a fully integrated, managed end-to-end, optical service utilizing Dense Wave Division Multiplexing (DWDM) and/or Synchronous Optical Network (SONET) technology.

Advanced Optical Solutions (AOS) Dense Wave Division Multiplexing (DWDM) service uses DWDM technology to provide substantial increases in bandwidth capacity of a single fiber. AOS utilizes a composite optical signal carrying multiple information streams, each transmitted on a distinct optical wavelength to create an optical network capable of providing transport, multiplexing, routing, supervision of client signals including data, video and voice.

Advanced Optical Solutions (AOS) Synchronous Optical Network (SONET) service connects through non-switched, non-usage sensitive, dedicated fiber facilities that enable the user to send and receive data transactions at Customer's selected bandwidth. This offering provides Customer with the ability to have a truly scaleable private line network utilizing Protected Ring Service. Customer's network can easily be upgraded to circuit speeds at the OC-3/3C, OC-12/12C, OC-48/48C and OC-192 levels within the specific service type. SONET is an optical network capable of providing transport, multiplexing, routing, and supervision of client signals including data, video and voice.

AOS will typically be used in point-to-point, ring and partial-ring architectures.

1. With a point-to-point architecture, Customers will connect two locations to establish a link. Although a group of point-to-point locations could be connected to emulate a ring, this architecture is not optimal because of the electrical to optical conversion that must take place. Self-healing and load balancing can be created in a point-to-point architecture by utilizing two point-to-point links (the fiber routes must take diverse routes) and delegating these tasks to a layer two or layer three [Open Systems Interconnection (OSI) seven layer model] device.
2. A ring architecture allows Customers to connect multiple nodes on a single, potentially self-healing fiber ring (For DWDM Solutions, Customer must choose fiber diversity with fiber and equipment redundancy to enable the self-healing ring architecture advantage, including optical protection at the channel level, or including SONET as a rider on the DWDM channels). In a fully redundant and diverse ring configuration, DWDM or SONET network equipment monitors two incoming identical signals transmitted simultaneously over both routes of the ring and selects the incoming transmission with the strongest signal. Thus, in the event one of the routes is cut, the other route's signal is used.
3. A partial-ring solution offers Customers an AOS option to complete an optical ring using other carrier's facilities. Customer and carrier(s) will work collaboratively together engineering the design and management of the partial-ring solution.

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(M) Moved from Section 2.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.22 Advanced Optical Solutions (Continued)**

(M)

A. General (Continued)

Carrier's AOS DWDM network will multiplex up to 32 protected optical channels, or 64 unprotected optical channels at various speeds on the sending side of the transmission, and will derive the individual channels from the incoming multiplexed channel at the receiving end. AOS SONET will multiplex up to 192 DS3 or equivalent on the sending side of the transmission, and will derive the individual channels from the incoming multiplexed channel at the receiving end. DWDM or SONET multiplexers, utilized by Carrier, will be protocol transparent, contain no software, and perform no function other than the channel multiplexing function.

AOS will be offered as a specialized arrangement and only for a minimum of three years, or as otherwise negotiated with Carrier.

AOS service will provide the transmission, between or among points specified by Customer, of information of the Customer's choosing without change in the form or content of the information sent and received, and falling within the definition of a telecommunications service as defined in F.C.C. 47 U.S.C.A. § 3(a)(48). As part of Carrier's network-based AOS service, Carrier will provide necessary fiber and equipment housed on the network side of the demarcation point. Carrier will transport optical signals over the fiber facilities as well as provide the multiplexing, routing, and supervision of the data being transported.

Customer shall make available entry to its premise(s) for Carriers' employees, agents or contractors at any reasonable hour for the purpose of installing, inspecting, or repairing equipment or services, or upon termination of service, removing Carrier's equipment.

B. Rate Elements and Pricing Methodology may include the following components:

1. Fiber Components may consist of the following: long hauls, metro fiber, building entry, lateral, patch cables, etc.
2. DWDM Hardware Components: amplifiers, redundant power supply, communication racks, attenuators, etc.
3. SONET Hardware Components: regenerators, redundant power supply, communication racks, attenuators, etc.
4. Special services (professional services) may include the following: provisioning, equipment monitoring, maintenance, etc.

AOS pricing varies depending upon components, Customer location, distance between Customer locations, number of amplifiers or regenerators required, and fiber build-out. AOS will be offered as a specialized arrangement for the specified contract terms.

C. Contract Term

Customer must select a three, five or seven-year term commitment. Customer must commit to a minimum of three years or as otherwise negotiated with Carrier.

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(M) Moved from Section 2.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.22 Advanced Optical Solutions (Continued)

(M)

D. Termination Liability

If Customer cancels or terminates this service prior to expiration of the service period, Customer shall provide a 60-day prior written notice of such cancellation or termination. Customer will promptly pay Carrier termination and/or underutilization charges, as specified in the agreement, in addition to any amounts already owed.

In the event service is terminated by Customer prior to the end of the term, termination liability charges will apply based on the remainder of the term in effect at the time of termination. Termination liability charges shall be the number of remaining months in the contract times the monthly recurring charge for all components.

Carrier shall bill Customer after receipt of Customer's written notice of termination. Carrier's actual damages arising from such early termination are impossible to ascertain, that the termination charges are a reasonable estimate of same, and such charges constitute liquidated damages and not penalties.

Carrier may credit termination charges if Customer re-establishes a similar service with equal to or higher speeds within six months of termination. The term of the new agreement must be for at least as long as the terminated agreement and the credit shall be no more than one-sixth of the early termination charges multiplied by the number of months from the termination until the sixth month following termination.

At time of termination of service and upon reasonable notice to Customers, Carrier may remove equipment from Customer premise.

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(M) Moved from Section 2.

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)**5.23 Wholesale Service Arrangements - Dedicated Service Offering**

(M)

This service is hereby cancelled and withdrawn.

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THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS. EXISTING CUSTOMERS WILL BE GRANDFATHERED UNTIL TERMINATED BY EITHER CARRIER OR CUSTOMER, FOLLOWING EXPIRATION OF ANY SERVICE TERM. DURING GRANDFATHERING, CUSTOMERS MAY NOT MAKE ANY MOVES, ADDS, CHANGES, OR RENEWALS UNLESS THEIR AGREEMENT EXPRESSLY PERMITS IT. FOR CUSTOMERS ON MONTH-TO-MONTH TERMS, CARRIER MAY TERMINATE THE SERVICE WITH SIX MONTHS WRITTEN NOTICE. CUSTOMER MAY TERMINATE AT ANY TIME.

Description of Service

In addition to the provisions provided in the General Section, these additional terms and conditions impact the wholesale dedicated service offerings.

Dedicated Service encompasses dedicated point-to-point private line connections through non switched, non-usage sensitive, dedicated facilities that enable the user to send and receive data transactions at Customer's selected bandwidth. This offering provides Customers with the ability to have a truly scalable private line network; Customer's network can easily be upgraded to circuit speeds at the OC3, OC12, and OC48 levels.

Rates, Billing and Payment

Carrier shall bill Customer for services, on a monthly basis, one month in advance of the provisioning of such services.

Price Review

Beginning on the 49 month after the Effective Date of a Wholesale Service Agreement, and annually thereafter for the remainder of the term, Customer may seek price review for all Services to ensure that Customer is receiving pricing that is competitive with market rates, given the nature, volume and type of service provided by Carrier pursuant to this Rate Schedule. No more than one price review may be conducted during any contract year. The price review shall be performed by a neutral and independent third party (the "Benchmark"), who shall be knowledgeable about the telecommunications industry and who shall be selected by mutual agreement of the parties within five days of Customer's decision to seek a price review. In no event shall the Benchmark be a direct competitor of Carrier. All cost incurred by the Benchmark in conducting the price review shall be borne equally by the parties. The Benchmark shall execute a non-disclosure agreement in a form acceptable to Carrier and shall be entitled to request relevant documents or other information from the parties. No later than 30 days from the date of Customer's request, the Benchmark shall issue a final report of its findings. If the Benchmark determines that the prices paid by Customer for the Services are greater than the median of the prices charged by other service providers for services of similar nature, type and volume, Customer may demand reduction of Carrier prices for services to eliminate the unfavorable variance. If Carrier does not agree to or is unable to, for reasons beyond its control (including but not limited to reasons described in Section 1 Standard Terms and Conditions), to reduce its prices for Services accordingly within 10 days of such demand, Customer shall be entitled to terminate agreements, without liability, upon 30 days written notice to Carrier. Carrier shall have a reasonable opportunity to review the Benchmark's report and contest the Benchmark's findings. If the parties are unable, in good faith, to agree upon the validity of the Benchmark's findings in the event of a dispute, the matter shall be resolved pursuant to the Dispute Resolution procedures. If Carrier agrees to reduce its prices for Services, price reductions shall be implemented effective as of the date of the Benchmark's report.

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(M) Moved from Section 4.

Effective: October 31, 2015

SECTION 5 - OBSOLETE SERVICES AND RATES (Continued)

5.23 Wholesale Service Arrangements - Dedicated Service Offering (Continued) (M)

This service is hereby cancelled and withdrawn. (C)

Right to Audit (M)

Upon written notice to Customer, Carrier or its authorized representative, shall have the right to examine, at Carrier's expense, all applicable books, records, documents, equipment, facilities and other data of Customer. The applicable scope of the audit shall be limited to Customer's performance of its obligations pursuant to this Rate Schedule. Within five days of such notice, the parties will determine the location, date and specific information to be audited. Audits will be conducted during normal business hours and shall be of such records, accounts and processes as may contain information concerning Customer's obligations pursuant to this Rate Schedule.

Cancellation or Termination of Service

If during the first 48 months of the term, a Wholesale Agreement is terminated by Customer for any reason other than by reason of default by Carrier, or by Carrier as a result of Customer's default as described herein, Customer shall pay as damages and not as a penalty a termination fee (which Customer hereby agrees is reasonable) in an amount determined in accordance with the following schedule: (1) If termination occurs during the first year of the term, Customer shall pay a termination fee in an amount equal to fifty percent (50%) of the sum computed by dividing the Annual Charges specified in the applicable Annexes by 12 and multiplying the resulting quotient by the number of months remaining in the initial 48 months of the term; (2) If termination occurs during the second year of the term, Customer shall pay a termination fee in an amount equal to thirty percent (30%) of the sum computed by dividing the Annual Charges specified in the applicable Annexes by 12 and multiplying the resulting quotient by the number of months remaining in the initial 48 months of the term; (3) If termination occurs during the third or fourth year of the term, Customer shall pay a termination fee in an amount equal to ten percent (10%) of the sum computed by dividing the Annual Charges specified in the applicable Annexes by 12 and multiplying the resulting quotient by the number of months remaining in the initial 48 months of the term. In the event termination occurs in the middle of the month, such month shall be counted as a full month remaining in the term of the Agreement. The termination charge shall be due and payable upon Customer's receipt of written invoice from Carrier.

Commencing on the 49th month after the Effective Date and for the remainder of the term, if a Wholesale Agreement is terminated by Customer for any reason except for (1) default by Carrier, or (2) failure by Carrier to reduce its prices for Services in response to a price review, or a Wholesale Agreement is terminated by Carrier as a result of Customer's default as described herein, Customer shall pay a termination fee in an amount equal to 50% of the sum computed by dividing the Annual Charges specified in the applicable Annexes by 12 and multiplying the resulting quotient by the number of months remaining in the contract year during which the termination occurred. In the event the termination occurred in the middle of a month, such month shall be counted as a full month remaining in the contract year. The termination charge shall be due and payable upon Customer's receipt of written invoice from Carrier. (M)

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