## SECTION 4 - APPLICATION OF RATES AND CHARGES

### 4.1 Time Periods and Service Charges

Rates are stated in terms of Initial Period, Additional Periods, Service Charges, and Surcharges.

The specific rate elements used to determine the applicable charges for a call are indicated on the respective rate schedules.

#### 4.1.1 Initial Period

The minimum unit of time for which a rate is charged for a connection between given points.

#### 4.1.2 Additional Periods

The unit of time used for measuring and charging for a connection in excess of the Initial Period.

#### 4.1.3 Customer Dialed Direct Station-to-Station

Only Initial Period and Additional Period rates apply.

#### 4.1.4 Customer Dialed Calling Card Station-to-Station, Operator Assisted Station-to-Station, Operator Assisted Calling Card, Person-to-Person

Initial Period and Additional Period rates apply in addition to Service Charges and Surcharges, if applicable.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.1 Time Periods and Service Charges (Continued)**

**4.1.5 Service Charges and Surcharges**

A service charge applies to each Customer Dialed Calling Card Station-to-Station, Operator Assisted Station-to-Station or Person-to-Person call. This charge is added to the initial period and additional period charges.

A surcharge applies to Station-to-Station and Person-to-Person calls in which Customer has the capability to dial the number but requests the Operator to dial for Customer.

The service charges, as specified in this Tariff, will apply to all Customers except those exempted. There are no rate period discounts applicable to the service charges or surcharges.

A surcharge, as specified in 5.2.G., will be assessed to all non-coin calls made from a payphone to compensate the payphone service provider, pursuant to FCC Ruling CC Docket 96-128.

**4.1.6 Chargeable Time**

Chargeable time for all Station-to-Station calls begins when connection is established between the calling station and the called station and ends when the calling station hangs up, thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network or by an Operator.

Chargeable time for Person-to-Person calls begins when connection is established between the calling person and the particular person or station specified or an agreed alternate and ends when the calling station hangs up, thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network or by an Operator.

Peak/off-peak times are specified in Section 4.6 of this Tariff based upon the time in the originating location. (T)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services**

**4.2.1 Long Distance Message Telecommunications Service**

**Effective April 22, 2013, this service is no longer available to new customers. Existing customers will be grandfathered until the expiration of the applicable service term of their contract. During grandfathering, the terms and conditions of such contracts will continue to apply. Customer may make moves, adds, and changes to the service during grandfathering.** (C) (C)

For the purpose of rate application, one of the following classes of Service may apply to a given call:

Customer Dialed Direct Station-to-Station
Operator Assisted Station-to-Station
Customer Dialed Calling Card Station-to-Station
Operator Assisted Calling Card Station-to-Station
Person-to-Person

Carrier may refuse to accept Calling Cards for which validation is not received from the issuing carrier.

A. Customer Dialed Direct Station-to-Station

Customer Dialed Direct Station-to-Station Service allows:

1. the person originating the call to dial the telephone number desired without the assistance of an Operator and the call is billed to the calling station. (It does not include calls from public or semi-public coin telephones); or

2. should equipment capability preclude (1) above, the person originating the call dials the Operator, who places a Station-to-Station call in which the call is billed to the calling station.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)** (T)

**4.2.1 Long Distance Message Telecommunications Service (Continued)**

B. Operator Assisted Station-to-Station

Operator Assisted Station-to-Station Service allows calls to be completed with the assistance of an Operator.

C. Customer Dialed Calling Card Station-to-Station

Customer Dialed Calling Card Station-to-Station Service allows the person originating the call to:

1. dial Carrier provided 800 number;

2. at voice prompt:
   - enter personal 14 digit calling card number,
   - enter area code and number Customer wishes to call, or
   - for international calls, dial 011 + country code + city code + phone number;

3. for incorrect dialed calls, press ### and redial; or

4. press 0 to speak with a Customer Service Representative.

D. Operator Assisted Calling Card Station-to-Station

Operator Assisted Calling Card Station-to-Station Service provides for the person originating the call to dial the Carrier provided 800 number, press 0 to speak to an Operator, and place a Calling Card Station-to-Station call. (C) (C)

If the call originator requests Carrier's operator to complete a call when equipment the caller is using allows customer-dialed calls, a per-call surcharge will be assessed at Operator Assisted Calling Card Call Completion rates found in Section 5.2.E.

Call completion charges will not apply for the hearing and speech impaired or where equipment does not allow customer-dialed calls.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.1 Long Distance Message Telecommunications Service (Continued)**

E. Person-to-Person

Person-to-Person Service allows the person originating the call to specify the particular party to be reached by an Operator. Carrier does not undertake to bring a called party to a station who cannot be readily reached at the called station. That party may be:

1. a person.

2. a mobile station through miscellaneous Common Carrier attendant.

3. a station, department, or office through a PBX attendant.

After the called station has been reached, if the calling party requests or agrees to speak to a party other than the party initially specified, the call is still classified as Person-to-Person. The calling party is responsible for identifying the party at the called station.

Person-to-Person charges also apply when the person originating the call asks an Operator to make arrangements with a called party to establish a call at a specified time.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.2 Reversal of Charges (Collect) Calling Card or Bill to Third Number Service**

Operator Assisted Station-to-Station or Person-to-Person calls will be billed in one of the following ways:

A. Collect - call is billed to the called station;

B. Calling Card - call is billed to a calling card;

C. Third Number - call is billed to a third number.

The regularly established Operator Assisted Station-to-Station or Person-to-Person rates apply.

Collect calls are permissible between all stations except that the Collect Call option is not available for calls to a public or semi-public coin station.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.3 Directory Assistance Service**

A. Directory Assistance Service provides Customers assistance in determining telephone numbers. The per call rate for Directory Assistance is that set forth in Section 5 of this Tariff.

1. Direct dialed Directory Assistance Service calls are dialed by Customer and completed without the assistance of an Operator. The services of an Operator are not to be used in connection with the completing of direct dialed Directory Assistance Service calls except in the following cases:

(a) To reach the called Directory Assistance Service number where direct dialing facilities are not available

(b) To reach the called Directory Assistance Service number when attempts by Customer to direct dial such a call cannot be completed

(c) To record the originating telephone number where no automatic recording equipment is available

2. Customers placing a call to Directory Assistance may obtain the telephone number for a maximum of two listings per call. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnished the requested telephone number(s), (e.g., where the requested telephone number is unlisted, non-published or unavailable).

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.3 Directory Assistance Service (Continued)**

A. (Continued)

3. Calls placed to Directory Assistance via an Operator, instead of direct dialed by Customer, will be assessed an Operator Assisted service charge in addition to the Directory Assistance per call charge. This surcharge is billed at the Operator Assisted Service charge rate as specified in Section 5.3 of this Tariff.

4. Charges for Directory Assistance Service are not applicable to handicapped Customers on calls placed from business dial tone lines where an employee of the business Customer has been certified by a registered physician or a designated agency as unable to use a directory because of a visual or physical disability, and where assistance is otherwise not available. (C) (C)

B. Directory Assistance Call Completion Service

Directory Assistance Call Completion (DACC) Service provides Customers with the option of having the call completed after they have received the requested telephone number from Directory Assistance. When multiple telephone numbers are requested, only the last call can be completed. In addition to the normal Directory Assistance service charge, DACC usage charges apply.

Rates for this service are located in Section 5.3.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.4 Frame Relay Service II**

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

A. General

Frame Relay Service II 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 II uses shared facilities and statistical multiplexing to transport data communications. Frame Relay Service II 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 Element

There are three primary components to Frame Relay Service II:

- 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.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.4 Frame Relay Service II (Continued)** (T)

B. Rate Elements (Continued) (N)

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 II rates, Non-Recurring Charges (NRC) 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. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.4 Frame Relay Service II (Continued)** (T)

C. Features (Continued) (N)

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 Monthly Recurring Charge (MRC) for the frame relay port and the Permanent Virtual Circuit (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. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.4 Frame Relay Service II (Continued)** (T)

C. Features (Continued) (N)

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 Permanent Virtual Circuits (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 II. (N)

Material omitted from this page now appears on Page 45.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.4 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 Point of Presence (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 II is provided where facilities and operating conditions permit and where technically feasible.

The minimum service period for Frame Relay Service II is one year.

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

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.4 Frame Relay Service II (Continued)** (T)

D. Additional Terms and Conditions of Service (Continued) (N)

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 or Permanent Virtual Circuit (PVC) to existing network.
- Customer must upgrade the port speed of an existing network.
- Customer must increase the Committed Information Rate (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 Tariff rates.

Rates are found in Section 5.4. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service** (T)

A. General (N)

Voice Intelligent Network - Enhanced Toll Free (VIN-E800) Service allows a single, toll free number to terminate at multiple locations or service groups determined by a customized routing set. The toll free number may be terminated at a switched, dedicated or a combination of both locations. This service allows Customer to maintain a controlled call volume while providing various transfer features and other options including enhanced routing and interactive voice response. This service may be sold as a standalone product. Service is available where facilities and conditions permit.

Rates are found in Section 5.5.

B. Restrictions

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

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 at the intrastate/interstate minute of use rate listed in this Tariff. Customer must sign a contract to qualify for the discount plan. The feature charges will remain the same. The new rates will be effective on the first of the month following a 30-day grace period. When Customer disconnects this service, Message Referral is provided for the first four months at no charge. Referral beyond four months is not available.

C. Scope

1. This Rate Schedule is applicable, subject to availability of facilities, where Customer desires to employ Carrier VIN-E800 service within the conterminous United States, Guam, Puerto Rico, Mariana Islands, and U.S. Virgin Islands.

2. Responsible Organization (Resp Org): Underlying carrier will perform the function of Resp Org, which includes: a) search for and reservation of toll free numbers in the SMS/800; b) creating and maintaining the toll free number Customer record in the SMS/800; and c) provision of a single point of contact for trouble reporting. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service (Continued)** (T)

D. Rating of Calls (N)

Domestic 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.

E. Rate Determination

Customer's fixed rates are calculated by determining Customer's annual dollar commitment and the term of the agreement selected by Customer. Customer must select a one, two, or three-year term commitment and annual commitment levels of $120,000, $240,000, $360,000, $480,000, $720,000, or $960,000.

F. 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 $240,000 annually and the actual long distance usage is $200,000, then Customer will be billed for the $40,000 shortfall. In addition, the current rates will be re-negotiated based on the new adjusted commitment level.

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 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. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service (Continued)**

H. Local Access Facilities

Carrier will set up local access arrangements on behalf of Customer as requested for the Enhanced Toll Free services 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 Point-of-Presence (POP) will be considered access charges. This includes any Non-Recurring Charge (NRC) incurred in association with obtaining access regardless of the 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 passed through to Customer in accordance with Carrier agreement.

I. Add-On Service

International service is an add-on to Carrier's interstate plan and will utilize rates for Enterprise Connections Service as defined in Carrier's International Rate Schedule 2. (T) (T)

J. Enhanced Routing Features

Enhanced Routing provides routing and control features which Customer may utilize by VIN-E800 service. The routing features may be combined to create a customized routing plan for each Enhanced Routing number. Command Routing can be utilized to activate alternate routing plans by placing a call to designated Carrier personnel. The following are types of Enhanced Routing available to Customers:

1. Area Code Control

Area Code Control allows Customer to route calls placed on the same toll free number to differing terminating locations, can be switched or dedicated, based on the originating area code of the caller, and allows Customer to allow or block calls to a toll free number based on the originating area of the caller.

**Section 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service (Continued)** (T)

J. Enhanced Routing Features (Continued) (N)

2. Area Code Routing

Area Code Routing enables Customer to have calls placed on the same toll free number routed differently based upon the originating area code of the caller.

A default routing is required for Area Code Routing. Permissible area codes include all area codes in the conterminous United States.

Upon request, Carrier will update a subscriber's Area Code Routing feature at no charge if the update is due to an area code split or a new area code being added to the North American Numbering Plan.

The proper usage rate based on point of call origination will be applied to each call.

3. Area Code/Exchange Control

Area Code/Exchange Control allows Customer to route calls placed on the same toll free number to different termination locations, can be switched or dedicated, based on the originating area code and exchange of the caller and allows Customer to block calls to a toll free number based on the originating area code and exchange of the caller.

4. Area Code/Exchange Routing

Area Code/Exchange Routing enables Customers to have calls placed on the same toll free number routed differently based upon the originating area code and exchange of the caller. Exchanges cannot be divided for routing purposes. This feature requires the Area Code Routing feature to identify the area codes and is not to be used as a stand-alone feature.

Default routing is required for Area Code/Exchange Routing. Customer will specify a separate routing for non-equal access calls when Automatic Number Identification (ANI) is not available. (N)

**Section 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service (Continued)** (T)

J. Enhanced Routing Features (Continued) (N)

4. Area Code/Exchange Routing (Continued)

Permissible area codes include all area codes or exchanges in the conterminous United States, Guam, Puerto Rico, Mariana Islands, and U.S. Virgin Islands.

5. Time of Day Routing

Time of Day Routing allows Customer to have calls placed on the same toll free number routed to different locations during various times of the day.

Time of Day Routing will follow the national observance of daylight savings time.

The day may be divided into 15-minute increments, with up to 96 time intervals per 24-hour period. All time intervals must begin on the quarter clock hour.

Customer's time of day schedule must include the entire 24-hour day.

6. Day of Week Routing

Day of Week Routing permits Customer to have calls placed on the same toll free number routed to different locations based upon the day of the week. Day of Week Routing will follow the national observance of daylight savings time.

7. Day of the Year Routing

Day of the Year Routing allows Customer to have calls to the same toll free number routed to different locations on specified days of the year. Dates are stored in a month/day format. Customer must revise Day of the Year Routing schedules annually. (N)

**Section 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service (Continued)**

J. Enhanced Routing Features (Continued)

8. Call Allocation

Call Allocation permits Customer to define routing of calls placed on the same toll free number on a percentage basis so that calls can be allocated to multiple locations. Percentages must be defined in whole numbers, with one percent as the smallest allocation percentage to any location. The total of all percentage allocations must be 100%.

9. Command Routing

Command Routing allows Customer to activate a different Enhanced Routing plan on command by placing a call to Carrier.

Customer may define up to 99 separate routing plans per toll free number.

Routing plans must be loaded in Carrier's network before they are available for activation on command.

Customer must have a minimum of two routing plans to be able to utilize this feature.

Command Routing charges do not apply if Customer uses the normal service order process to activate routing plans.

10. Dialed Number Identification Service (DNIS) (C)

DNIS is designed for applications where multiple toll-free numbers must terminate over a single service group. The terminating switch outpulses up to 10 digits so the toll-free number dialed can be identified. (C)

**Section 4 - APPLICATION OF RATES AND CHARGES (Continued)** (N)

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service (Continued)**

J. Enhanced Routing Features (Continued)

11. In-Band Real Time ANI delivery

Delivers the originating phone number to the service agent as part of call set-up, thus giving the agent information about his or her caller either as the call is received or just before. In-Band is available with existing T-1 or DAL facilities. In equal access areas, 10 digits are provided. In non-equal areas, only the area code is provided.

12. Out-Of-Band Real Time ANI Delivery

Delivers the originating phone number to the service agent as part of call set-up, thus giving the agent information about his or her caller either as the call is received or just before. Out-Of-Band is available with ISDN Service. In equal access areas, 10 digits are provided. In non-equal areas, only the area code is provided. (N)

K. Interactive Toll Free Features (M)

Interactive Toll Free (IVR) allows callers to access information in Customers computer database and to receive that information using an ordinary touch-tone phone. This system also enables callers to execute certain transactions without the intervention of customer service personnel. This feature can be expedited. (M) (T)

1. Call Referral (T)

Call Referral transfers a call by connecting the caller to Customer's CPE. The call is routed based on caller-entered digits or by rotary default. Default routing, generally to a specified Customer location, must be specified or a generic default message will be played. (T) (M) (M)

Material appearing on this page previously appeared on Page 51.

**Section 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service (Continued)**

K. Interactive Toll Free Features (Continued) (T)

2. Busy/Ring-No-Answer Treatment (T)

Busy/Ring-No-Answer allows Customer to specify how the call is to be routed if the Call Referral location is busy or does not answer. Different routing may be specified for a busy condition rather than for a Ring-No-Answer condition. The following routing treatments are available:

(a) Attempt to complete the call to the same location,

(b) Return to any point in the previous menu,

(c) Route to new menu, and

(d) Complete the call to a different location without any menu interaction.

3. Database Routing
(T)

Database Routing is used to specify routing based on either the digits a caller enters on the keypad or the caller's ANI. (M)
(M)

4. Back to Menu
(T)

Back to Menu returns the caller back to the menu or message announcement for further routing. (M)
(M)

5. Caller Transfer
(T)

Caller Transfer provides routing based on the digits entered by the caller to another toll free number. (M)
(M)

6. Menu/Message Replay
(T)

Menu/Message Replay allows the caller to return to a previous menu or announcement. The call may then be routed as appropriate. (M)
(M)

Material appearing on this page previously appeared on Page 52.
Material omitted from this page now appears on Pages 50.1 and 52.1.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service (Continued)**

K. Interactive Toll Free Features (Continued)

7. Agent Transfer (T)

Agent Transfer allows the recipient of an Agent Transfer, who is eligible for Call Referral, to transfer a call to a Carrier toll free number. (M) (M)

(a) Direct Transfer (N)

(Blind Transfer) Agent transfers a caller to an alternate destination without verifying answer supervision

(b) Two-way Agent Transfer

(Consult and Transfer) Agent waits for answer supervision, consults with secondary agent and hangs up.

(c) Three-way Agent Transfer

(Three-way Conference) Agent transfers a caller to an alternate destination, announces the call, and establishes a three-way conference with the caller and the secondary agent.

Agent transfer is ordered as either two-way or three-way. Two-way permits an agent to perform only direct, and consult and transfer. Three-way permits an agent to perform direct, consult and transfer, and three-way conferences. (N)

8. Security Codes (T)

Security Codes allows Customer to provide a list of valid codes, which can be used to allow or deny a caller access to any routing.

9. Caller-Entered Codes (T)

Caller-Entered Codes can be validated against a Customer-provided database to allow caller access to different routing options.

Material appearing on this page previously appeared on Page 53.
Material omitted from this page now appears on Page 51.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)** (N)

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service (Continued)**

K. Interactive Toll Free Features (Continued) (N)

10. IVR Building Blocks (T)

A Building Block is a unit of construction or composition, also known as a feature or capability, used to create a program for Interactive Toll Free services. Interactive Toll Free Services are created by using Building Blocks in virtually any combination to meet Customer's unique application needs. (N) (N)

(a) Message Announcement (M)

Offers Customer a recorded voice message that may be used to assist in the routing of the call. The message announcement may provide a menu of options, information prior to call termination, or information prior to connecting to Customer's location without any caller interaction. Message Announcements are purchased in 30-second voice slots. A Message Announcement can be used with the call referral feature or as a stand-alone feature when the call terminates after the announcement. (M) (N) (N)

(b) Time/Day Variable Program (M)

Time/Day Variable Program provides routing based on the time-of-day, day-of-week, or day-of-year. (M)

(c) Agent Transfer Speed dial (N)

- Used in conjunction with Agent Transfer to facilitate the transfer process.
- Agent enters a 2 to 5 digit speed dials code instead of the entire domestic toll free number
- Agent Transfer Speed Dial reduces the number of key strokes required to transfer a call and makes changes to telephone number transparent to those dialing them.
- Up to 3000 codes permitted per program (N)

Material appearing on this page previously appeared on Pages 51 and 52.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service (Continued)**

K. Interactive Toll Free Features (Continued)

10. IVR Building Blocks (Continued) (N)

Stand-Alone Agent Transfer is a special type of Interactive Toll Free features with Call Referral, which provides automatic call termination to a Call Referral number without caller interaction. Non-recurring and monthly recurring charges also apply. (T) (T)

When Customer subscribes to Interactive Toll Free feature, a surcharge is applied on a per call basis. The surcharge is not based on the number of features used during the course of the call. Nonrecurring and monthly recurring charges also apply. In addition, Customer pays a flat, per minute usage charge. (T)

(d) Voice Recognition (T)

This feature can only be ordered on an ICB basis. Pricing can only be determined once the voice requirements are determined for the customer specific needs. (C) | (C)

L. Interactive Toll Free Reports (The standard IVR reports provide information on call volumes, call transfer statistics, call characteristics, caller-entered selections and codes that may be used to manage the IVR program and give insight into how callers are using the application.)

1. **Management Reports** - Provides information on call counts and call transfer statistics. These reports provide a means for Customer to measure the effectiveness of their application and manage resources. Reports should be used to gauge caller activity, not for billing purposes. Reports are available in standard format and include Call Referral Reports and Agenda Transfer Reports.

Material omitted from this page now appears on Page 52.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service (Continued)** (T)

L. Interactive Toll Free Reports (Continued) (N)

2. **Marketing Reports** - Provides insight on caller responses within the course of an interactive call. These reports provide information about how callers use the application and provide a means for capturing caller touch-tone and Voice Recognition responses. Reports should be used to gauge caller activity, not for billing reconciliation. Reports are available in standard formats and include the Menu Count Report, Code Report, Survey Report, Daily Program Summary Report, and Hourly Program Summary Report.

3. **Raw Data Reports** - Available to Customers wanting to import call data into another source for manipulation (such as a spreadsheet) or into their internal information system. The data will be provided as a text file in a space, comma, or quote-delimited string.

M. Other Reports (These reports will provide information about the usage of the toll free numbers, including the volume of calls, call duration, and how a call is handled after it has gone through the IVR part of the enhanced routing system.)

1. **Near Real Time Call Detail Record Tool** - Provides information about the usage of toll free numbers. Reports can be created on the completion of calls, calling patterns and statistics including volume of calls, call duration and originating ANIs. CDRs are reported in GMT, also referred to as "Zulu" time.

2. **Non-Summarized CDRs** - "Raw" CDRs data includes originating date and time, originating calling number, call duration, call completion code, dialed number, translation number, information digits, final switch and trunk ID, treatment code and call status category (Call Completed, Dedicated Access Line (DAL) Busy, Ring No Answer (RNA), Abandoned, Busy/Blocked and other Incomplete). (N)

Material omitted from this page now appears on Page 55.3.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service (Continued)** (T)

M. Other Reports (Continued) (N)

3. **Status Code Summary Report** - Summarizes all calls that are presented, including (The total number of calls is also reported as percentages of the total for each category.): completed calls; calls that are busy at the DAL; calls that have been abandoned; calls that have received RNA; calls that were busy or blocked at the switch.

4. **Call Duration Summary Report** - Reflects completed calls only.

5. **NPA-NXX Report** - Reflects completed calls only; every NPA-NXX from which calls originate during the requested reporting period.

6. **Area Code (NPA) Report** - Reflects completed calls only; each NPA from which calls originate during the requested reporting period.

7. **Call Summary by Hour** - Reflects completed calls only; each NPA from which calls originate during the requested reporting period. These calls are shown in one-hour increments for a complete 24-hour period.

N. Additional Terms and Conditions of Service

1. Moves, Additions and Changes to Service

Customer will incur a change charge for moving, adding, or changing service or features. This feature change charge will also be applied when Customer requests any logic change to the IVR program. Logic changes include, but are not limited to, adding or deleting a call referral, changing the rotary/time out instructions, changing message order, changing back to menu treatment, adding call entered codes (validated or unvalidated) or changing the caller entered codes from validated to unvalidated or vice versa, and adding, deleting, or changing a decision point. (N)

Material omitted from this page now appears on Page 55.3.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service (Continued)** (T)

N. Additional Terms and Conditions of Service (Continued) (N)

2. 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:

- 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;

- Customer must meet at least 75% of the original annual commitment level;

- Customer must have an original annual commitment level no less than $240,000.

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 $480,000 for a two-year term and Customer's actual long distance usage for the first 12 months is $400,000, then Customer has the option to adjust the commitment level to $360,000 for a new two-year term. However, Customer will be billed five percent of the $400,000, which is $20,000. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.5 Voice Intelligent Network - Enhanced Toll Free Service (Continued)** (T)

N. Additional Terms and Conditions of Service (Continued) (N)

2. Contract Liability Extension (Continued)

If Customer does not re-negotiate the commitment level, the original contract term remains in place and the minimum annual revenue commitment stated above, based on the original contract term, will be assessed.

3. Expedites

Carrier may offer expedites for VIN-E800 service. However, Carrier does not guarantee a shortened installation interval for every accepted request and expedites are only available on dedicated circuits of DS3 or lower bandwidths and the IVR feature functionality. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.6 Education Connections Service**

**Effective April 22, 2013, this service is no longer available to new customers. Existing customers will be grandfathered until the expiration of the applicable service term of their contract. During grandfathering, the terms and conditions of such contracts will continue to apply. Customer may make moves, adds, and changes to the service during grandfathering.** (C)

Education Connections Service is available for Kindergarten to Grade Level 12 (K-12) schools that generate $0 - $5,999 per year in long distance charges. Education Connections Service will carry the same terms and conditions as Simple Connections Service, located in Section 4.2.35.

Rates are found in Section 5.6.

**4.2.7 Reserved for Future Use**

**4.2.8 Reserved for Future Use**

**4.2.9 Reserved for Future Use**

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.10 Digital Private Line**

This service is no longer available to new Customers.

**EFFECTIVE APRIL 30, 2016, OR AS SOON THEREAFTER AS IS REASONABLY PRACTICAL, DIGITAL PRIVATE LINE WILL NO LONGER BE AVAILABLE TO NEW OR EXISTING CUSTOMERS, EXCEPT THAT VERIZON MAY IN ITS DISCRETION EXTEND THE DEADLINE FOR ANY EXISTING CUSTOMER WHO HAS PLACED AN ORDER WITH VERIZON TO MIGRATE TO ANOTHER SERVICE OFFERED BY THE COMPANY, OR WHO HAS REQUESTED ADDITIONAL TIME TO MIGRATE THEIR SERVICE TO ANOTHER PROVIDER. EFFECTIVE ON JUNE 30, 2016, THIS SERVICE WILL BE WITHDRAWN FOR ALL MIGRATING CUSTOMERS. CUSTOMERS UNDER CONTRACT AS OF APRIL 30, 2016 MAY CONTINUE TO USE THE SERVICE UNTIL THE EXPIRATION OF THEIR CONTRACT.** (C) (C)

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.

B. 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 Tariff rates.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.11 Large Business Voice Service**

**4.2.11.1 Large Business Voice Service I**

This service is no longer available to new Customers.

A. General

Business Customers who generate total annual long distance charges of $24,000.00 up to $360,000.00 may enroll in this plan. This plan offers fixed-rate voice grade service.

Customer must select a one, two, three, four, or five year term commitment. Customer must commit to a minimum 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, and calling card usage surcharges.

Rates for this service are in Section 5.9.1.

B. Restrictions

Service provided over Wide Area Telephone Service (WATS) lines, mobile service, pay station, 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.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued**

**4.2 Description of Services (Continued)**

**4.2.11 Large Business Voice Service (Continued)**

**4.2.11.1 Large Business Voice Service I (Continued)**

B. Restrictions (Continued)

Customers who select Large Business Voice Service I are not eligible for any other Carrier discount plans.

When a term commitment expires, Customer will have 30 days to select another GTE service plan. If Customer fails to notify Carrier within this time frame, Carrier will place Customer on the Large Business Voice Service II plan with pricing that corresponds to 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.

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 minimum annual commitment level selected, 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, 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.

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.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.11 Large Business Voice Service (Continued)**

**4.2.11.1 Large Business Voice I Service (Continued)**

F. Early Termination Charges (Continued)

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. Access facilities arranged by Carrier will be billed to Customer at rates found by referring to Carrier's Federal Rate Schedule 3. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer.

**4.2.11.2 Large Business Voice II Service**

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

This new plan is an add-on to the interstate filing of Large Business Voice II Service in Carrier's Federal Rate Schedule 3. Large Business Voice II Service will carry the same terms and conditions of Large Business Voice I Service with the following exceptions:

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 Voice Intelligent Network - Enhanced Toll Free Service which is excluded. Data usage contributes to eligible dollar amounts when Customer signs a contract that contains both voice and data services.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.11 Large Business Voice Service (Continued)**

**4.2.11.2 Large Business Voice II Service (Continued)**

C. The Specialized Services Total Bill Discount does not apply to Large Business Voice II Service. (M)

D. 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 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. (M)

E. Contract Liability Extension (T)

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.

Material appearing on this page previously appeared on Page 59.
Material omitted from this page now appears on Page 61.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.11 Large Business Voice Service (Continued)** (T)

**4.2.11.2 Large Business Voice II Service (Continued)** (M)

E. Contract Liability Extension (Continued)

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 the Large Business Voice I Service, Section 4.2.11.1 E., based on the original contract term, will be assessed. (M) (T) (M)

F. Early Termination Charges (N)

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. (N)

Rates are found in Section 5.9.2. (M)

Material appearing on this page previously appeared on Pages 59 and 60.
Material omitted from this page now appears on Page 62.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.12 Reserved for Future Use** (M)

**4.2.13 Reserved for Future Use**

Material appearing on this page previously appeared on Page 61.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.14 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. Intrastate service is an add-on to the interstate service.

Customers 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 MRCs including usage and charges for Carrier's full range of services.

Rates for this service are in Section 5.13.

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, and the Flat Rate Connection Promotion. No other promotion will apply for this service.

All other restrictions and conditions for Large Business Voice Service I detailed in Sections 4.2.11.1 B., C., D. and F. 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 plan 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 a 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.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.15 Reserved for Future Use** (T)

(D)

(D)

**4.2.16 Reserved for Future Use** (T)

(D)

(D)

**4.2.17 Reserved for Future Use** (T)

(D)

(D)

(D)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.18 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. Customer 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.

Rates for this service are in Section 5.17.

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 Sections 4.2.11.1 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 (1) 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.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.19 Reserved for Future Use** (T)

(D)

(D)

**4.2.20 Calling Card Options - Conference Calling**

Customers may use Carrier's Calling Card to make conference calls, which may include up to eight different parties. Conference call surcharges are in lieu of normal calling card surcharges. Operator surcharges will apply if an operator is used in setting up the call. Per minute rates apply on a per leg basis.

Rates for this service are in Section 5.19.

**4.2.21 Reserved for Future Use** (T)

(D)

(D)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.22 Reserved for Future Use**

**4.2.23 Great Connections Service**

This service is no longer available for new Customers. (C)

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 rates for both inbound and 1+ dialed outbound domestic calls. Calls which utilize the Carrier dial-around method are not eligible for the Great Connections Service. Intrastate is an add-on to Carriers interstate service offering.

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 Customers 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 Carriers full range of regulated services, except for Voice Intelligent Network - Enhanced Toll Free Service and data usage which is excluded.

Rates for this service are in Section 5.22.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.23 Great Connections Service (Continued)**

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. No intrastate promotions apply for this service.

All other restrictions and conditions applicable for Large Business Voice I 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. (N)

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. 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.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.24 IFON InterLATA Ethernet over SONET Service** (T)

A. Description of Service (N)

IntelliLight Flexible Optical Networking (IFON) InterLATA Ethernet over SONET Service provides optical transport of data signals of various speeds over the Carrier's shared network. IFON InterLATA Ethernet over SONET architecture allows for point-to-point transmissions of varying bandwidths between customer designated premises.

IFON InterLATA Ethernet over SONET is provided where Carrier fiber optic facilities and equipment with sufficient bandwidth capacity permit.

IFON InterLATA Ethernet over SONET Service is currently available to Customers in the conterminous U.S. where Carrier has the necessary facilities in place to offer interLATA bandwidth speeds of STS-1, OC-3c, and OC-12c.

IFON InterLATA Ethernet over SONET Service can be ordered as a "Full Service" access arrangement (end-to-end service) which is installed and maintained from one Customer premise to another Customer premise.

IFON InterLATA Ethernet over SONET with "Full Service" access arrangement, is available in the following protocol/data interfaces:

10 Mbps Ethernet mapped to STS-1
100 Mbps Ethernet mapped to OC-3c
1 Gbps Ethernet mapped to OC-12c

IFON InterLATA Ethernet over SONET Service can be ordered as a "Full Service using Customer's existing IntelliLight Dedicated SONET Ring (IDSR) ring" access arrangement (end-to-end service) which is installed and maintained from one Customer premise to another Customer premise. Customer's existing IDSR ring must have at a minimum an OC48 Enhanced IDSR node and Customer's Enhanced IDSR Node CLLI egress point cannot be the same as the Carrier's Point-of-Presence Serving Wire Center (IXC POP SWC CLLI).

IFON InterLATA Ethernet over SONET with "Full Service using Customer's existing IDSR Sonet Ring" access arrangement, is available in the following protocol/data interfaces:

1 Gbps Ethernet mapped to OC-12c

IFON InterLATA Ethernet over SONET Service can be ordered as a "Customer-Provided Access" arrangement in which Customer provides for their own local access to Carrier's POP SWC. (N)

Material omitted from this page now appears on Page 69.3.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.24 IFON InterLATA Ethernet over SONET Service (Continued)** (T)

A. Description of Service (Continued) (N)

IFON InterLATA Ethernet over SONET with "Customer-Provided Access" arrangement is available in the following protocol/data interfaces:

10 Mbps Ethernet mapped to STS-1
100 Mbps Ethernet mapped to OC-3c
1 Gbps Ethernet mapped to OC-12c

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 IFON InterLATA Ethernet over SONET Service, Carrier may provide service via alternate facilities and will pass through associated charges as additional facility charges.

Contract length for this service is month-to-month, one, three, five or seven 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 IFON InterLATA Ethernet over SONET Service. However, Carrier does not guarantee a shortened installation interval for every accepted expedite request.

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 an IFON InterLATA Ethernet over SONET Service circuit speed; for example, from a STS-1 level to an OC-3c circuit or an OC-12c circuit. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)** (N)

**4.2 Description of Services (Continued)**

**4.2.24 IFON InterLATA Ethernet over SONET Service (Continued)**

C. Additional Charges/Regulations (Continued)

2. Upgrades to Higher Speed Service (Continued)

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 interoffice transport rates within this Tariff 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.

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 for the all circuits in-service. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)** (N)

**4.2 Description of Services (Continued)**

**4.2.24 IFON InterLATA Ethernet over SONET Service (Continued)**

C. Additional Charges/Regulations (Continued)

5. Early Termination Liability (Continued)

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.

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.

Seven-Year Contract: 100% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through seventh 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. (N)

**4.2.25 Reserved for Future Use** (M)

Material appearing on this page previously appeared on Page 69.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.26 Direct Line Service**

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

4.2.26.1 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 continental U.S. where Carrier has the necessary intrastate 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.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.26 Direct Line Service (Continued)**

4.2.26.1 Description of Service (Continued)

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). (C)

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. (T) (T)

(D)
I
(D)

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 to off-shore destinations is available on an individual case basis.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.26 Direct Line Service (Continued)**

**4.2.26.2 Additional Charges/Regulations**

A. Expedites

Carrier does not offer expedites on Direct Line Service. (C)

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 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 inter-office transport rates within this Tariff effective at the time of the upgrade.

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.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.26 Direct Line Service (Continued)**

**4.2.26.2 Additional Charges/Regulations (Continued)**

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 all circuits in-service. (T)

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 (T)
Recurring Charges (MRCs) in that time term for all circuits in-service. (T)

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.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service**

**THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS. EXISTING CUSTOMERS WILL BE GRANDFATHERED UNTIL TERMINATED BY EITHER CARRIER OR CUSTOMER, FOLLOWING EXPIRATON 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.** (C) (C)

**4.2.27.1 Description of Service**

Carrier's One Wide Area Network (One WAN) Service is a high-speed service that provides Customers a single platform to integrate their voice, video and data communications needs. It combines the statistical multiplexing efficiencies of packet switching with the low delay characteristics of circuit switching technologies.

Carrier service is a connection-oriented, cell-based service that provides virtual connections between Customer's site and one or more locations. Each connection may be a Permanent Virtual Channel Connection (PVCC) or a Permanent Virtual Path Connection (PVPC). Each supported virtual connection is a point-to-point connection. Physical access to One WAN is provided in speeds from DS-1 to OC-48c.

One WAN Service is available to Customers in the U.S. and its territories where Carrier has the necessary intrastate facilities in place.

One WAN Service is offered subject to availability of necessary intrastate facilities and services and is provided only through designated Points Of Presence (POP).

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)**

**4.2.27.1 Description of Service (Continued)**

There are three major network elements required to provision this service.

A. Access (C)

A digital private line connecting Customer location to Carrier network is required in this service offering. This service can be provisioned over DS-1, NxDS-1 where N=2-8 using Inverse Multiplexing Over ATM (IMA), DS-3, OC-3c, OC-12c and OC-48c digital private line (C) connections. If NxDS-1 access is required, IMA equipment will be required for each NxDS-1 access location. The access line speed (T) must match the User to Network Interface (UNI) port speed. Each (C) access line can accommodate multiple virtual circuits or paths. I Access is offered in the following arrangements. (C)

For UNI ports, Carrier will set up access arrangements on behalf of (N) Customer for the One WAN 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 billed directly to Customer. (N)

Material omitted from this page now appears on Page 75.1.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)** (N)

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)**

**4.2.27.1 Description of Service (Continued)** (N)

B. Port (M)

A UNI port provides entry into the One WAN service network via an access circuit that connects Customer location to the UNI port and is required for provisioning this service. The UNI port must match the speed of the access circuit. Each port can accommodate multiple virtual connections. (C) (C) (M)

A Network to Network Interface (NNI) port connects Carrier's network to another cell-based network. (C) (C)

C. Permanent Virtual Connections (PVCs) (C)

A PVCC and a PVPC are logical circuits that define a specific path for data sent by Customer to another location. These connections are virtual because they are established in software tables and enable all PVPCs and PVCCs on the port to share the available port bandwidth. This also enables multiple logical connections to be defined on any given port, thereby providing a single access line the capability to transmit data to multiple destinations. PVPC provides for aggregation of multiple PVCCs into a single path. All PVCCs in a PVPC must have the same originating and terminating end ports. (M) I (M) (C) (C) (M) (M) (C) (C)

PVCs are defined by the class of service and transmission speed. (M) (D)

Material appearing on this page previously appeared on Page 75.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)**

**4.2.27.1 Description of Service (Continued)**

C. Permanent Virtual Connections (Continued)

1. Class of Service

Classes of service are dictated by the traffic priority parameters. Traffic prioritization parameters refer to priorities given to cell transmissions and sensitivity of cells to delay, delay variation and loss within the network. Constant Bit Rate (CBR) traffic is given first priority, Variable Bit Rate-Real Time (VBR-rt) traffic is given second priority. Variable Bit Rate-Non Real Time (VBR-nrt) traffic is given third priority and Unspecified Bit Bate (UBR) is given last priority, based upon the traffic in the network at any given point in time. (C)

These are the four classes of service offered to Customers:

- Constant Bit Rate (CBR): A class of service that supports the transmission of a continuous bit stream of traffic from those applications such as video, voice, and circuit emulation, which require rigorous timing control and performance parameters.

- Variable Bit Rate-Real Time (VBR-rt): A class of service that allows the transmission of applications requiring low cell delay variation. For example, VBR-rt would be utilized for applications such as VBR video compression, and packetized voice and video, which are sensitive to call-delay variation.

- Variable Bit Rate-Non Real Time (VBR-nrt): A class of service that allows for applications that can tolerate larger cell delay variation than VBR-rt. For example VBR-nrt would be utilized for applications such as data file transfers.

- Unspecified Bit Rate (UBR): A class of service that allows for applications that only require “Best Effort” transport performance and are not delay sensitive.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)**

**4.2.27.1 Description of Service (Continued)**

C. Permanent Virtual Connections (Continued)

2. Transmission Speed

Transmission speed is a function of the amount of logical bandwidth reserved for each PVCC and PVPC. The speed is designated by Peak Cell Rate (PCR) and/or Sustained Cell Rate (SCR). PCR and/or SCR are assigned to each PVCC or PVPC. PCR is the highest available transmission rate on VBR and the continuous transmission rate allowed for a CBR connection. SCR is the average transmission rate for a VBR connection.

Customers may purchase PCR or SCR in 64 Kbps up to 1984 Kbps and in 1 Mbps increments for 2 Mbps and above.

D. Frame Relay to ATM Interworking

Frame Relay to ATM Interworking enables the interconnection of Frame Relay PVCs to ATM PVCs. National FastPacket Services support Frame to ATM Service Interworking (FRASI - Translation Mode) and Frame to ATM Network Interworking (FRANI - Transparent Mode). FRANI and FRASI PVCs are billed as ATM VBR-nrt PVCs.

E. Service Level Agreements (M,N)

1. Operational Service Level Agreements (SLAs). Operational SLAs are available for ATM Services where the Customer purchases at least five (5) PVCs. (M,N) (M) (M)

Material originally found on this page can now be found on Page 77.6.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)** (N)

**4.2.27.1 Description of Service (Continued)**

E. Service Level Agreements (Continued)

1. Operational Service Level Agreements (SLAs) (Continued)

a. On-Time Provisioning.

On-Time Provisioning Measurement. Carrier agrees to complete installation of the PVC no later than the Firm Order Commitment (FOC) due date issued by Carrier plus twenty-four (24) hours. Carrier will issue a FOC date upon completion of its review of available required facilities and components. Completion of design and ordering related forms and documents (including but not limited to network design, configuration, and data gathering forms) must occur prior to providing the FOC date. This SLA shall not apply to orders where an expedited interval has been requested or for disconnection orders.

On Time Provisioning Service Response Credits (SRCs). If Carrier fails to install a PVC within twenty-four (24) hours after the FOC date because of Carrier's sole fault, Carrier will provide an SRC equal to fifty percent (50%) of the associated Monthly Recurring Charge (MRC) for the month in which the due date is missed for the PVC. SRCs shall not be available if Carrier determines after the FOC date is issued that sufficient facilities are not available to provision the order, where special construction of facilities is required, or when the FOC date is missed because the local access service is not available. SRCs will not be available for missed FOC dates if the Customer provides inaccurate information on the order, revises the order or is not ready to accept the Service on the FOC date. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)** (N)

**4.2.27.1 Description of Service (Continued)**

E. Service Level Agreements (Continued)

1. Operational Service Level Agreements (SLAs) (Continued)

b. Mean Time to Repair (MTTR)

MTTR Measurement. Under the MTTR SLA, Carrier will measure the average Time to Repair (TTR) for Customer-reported interruptions in the Service with respect to PVCs provided herein ("Interruption"). Interruption means a condition that renders a PVC unavailable for use by Customer due to a fault caused by Carrier in the ATM network. To be measured under this SLA, Customer must report any Interruption to a Carrier-designated entity for the opening of a trouble ticket. The TTR is measured from the date and time a trouble ticket is opened by Carrier and the date and time when such ticket is closed by Carrier. In measuring the TTR, any stop clock time associated with the trouble shall be subtracted from such measurement. For purposes of this measurement stop clock time refers to a) periods when Customer testing is occurring; b) periods when Carrier is awaiting Customer authorization to commence work on a PVC; c) periods following a repair of a PVC when the ticket is held open by Customer to ensure the trouble is resolved; and d) any time period during which any of the occurrences listed in Section 4.2.27.1.E.3 (SLA Exclusions) existed. The SLA shall not apply to cases of trouble where no trouble was found or repeated cases of trouble for the same Interruption. It also does not apply to an Interruption related to the provisioning of a new PVC. The MTTR SLA shall be measured on a calendar month basis and shall be calculated by adding the TTR for all Interruptions and dividing that sum by the total number of trouble tickets opened for Interruptions for that Customer during that month. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)** (N)

**4.2.27.1 Description of Service (Continued)**

E. Service Level Agreements (Continued)

1. Operational Service Level Agreements (SLAs) (Continued)

b. Mean Time to Repair (MTTR) (Continued)

MTTR SRCs. If the average MTTR for Interruptions for a calendar month exceeds four (4) hours but is less than eight (8) hours, Carrier shall provide a credit of fifty percent (50%) of the MRC for any individual PVC that is unavailable for use for more than four (4) consecutive hours during such calendar month. If the average MTTR for Interruptions for a calendar month exceeds eight (8) hours, Carrier shall provide a credit of fifty percent (50%) of the MRC for any individual PVC that is unavailable for use for more than four (4) but less than eight (8) consecutive hours, and a credit of one hundred percent (100%) of the MRC for any individual PVC that is unavailable for use for more than eight (8) consecutive hours.

c. Network Availability

Network Availability Measurement. Network Availability refers to the percentage of time during a calendar month that the Service is available for use by Customer. The Carrier threshold for Network Availability is 99.90%. Network Availability is calculated based upon the total number of minutes in a calendar month that Customer was actually in service divided by the total number of minutes in the month (1,440 minutes multiplied by the number of days in month multiplied by the number of PVCs, less the number of minutes that the PVCs were interrupted during month, divided by the number of available minutes for the month, i.e.1,440 minutes multiplied by the number of days in month multiplied by the number of PVCs). Carrier will not round up the calculation to reach the 99.90% threshold. The Network Availability SLA is only available for outages reported by Customer by opening a trouble ticket with Carrier. An interruption for PVCs shall be computed, and be subject to the same restrictions and exclusions, as set forth in Section 4.2.27.1.E.1.b pertaining to Interruptions for MTTR. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)** (N)

**4.2.27.1 Description of Service (Continued)**

E. Service Level Agreements (Continued)

1. Operational Service Level Agreements (SLAs) (Continued)

c. Network Availability (Continued)

Network Availability SRCs**.** If overall Network Availability is less than the threshold of 99.90% for a calendar month, Carrier will provide a credit equal to ten percent (10%) of the associated MRC for any individual PVC that did not meet such threshold during such calendar month.

2. Customer Consent: To the extent necessary to measure Carrier's performance under the SLAs set forth herein, Customer consents to Carrier obtaining on Customer's behalf its trouble history with local carriers that provide the portion of the network covered by the SLAs.

3. SLA Exclusions: SLAs do not apply to the extent that any of the following reasons prevented or delayed Carrier's performance in meeting such SLAs:

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

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

c. Services that have been in service for less than a month (except for the SLA for On-Time Provisioning); (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)** (N)

**4.2.27.1 Description of Service (Continued)**

E. Service Level Agreements (Continued)

3. SLA Exclusions (Continued)

d. Scheduled maintenance and downtimes;

e. Unavailability of network monitoring or management equipment or reporting; or

f. Any other reason outside the control of Carrier.

4. Limitation on SRCs.:

Limitation on SRCs. The combined total of any SRCs applied to a Customer's ATM Service contracted herein or in other Carrier agreements may not exceed the following:

a. For any calendar month, the total SRCs applied to an affected PVC may not exceed one hundred percent (100%) of the MRC billed to the Customer for such PVC for that month.

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

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

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)**

**4.2.27.2 Additional Charges/Regulations** (M)

Customer may choose Option 1, Option 2, Option 3 or Option 4 to price their entire network. Options 1 and 2 are mutually exclusive and cannot be combined with other options. Options 3 and 4 may be combined.

A. Expedites

Carrier may offer expedites. However, Carrier does not guarantee a shortened installation interval for every accepted expedite request. (M)

Material on this page was originally found on Page 77.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)**

**4.2.27.2 Additional Charges/Regulations (Continued)**

B. Service Upgrades (C)

Customer may elect to terminate services and enter a new commitment for an upgraded service (as determined in the sole discretion of Carrier) without the imposition of termination charges subject to the following conditions;

1. When Customer upgrades service, the order to discontinue the existing service and the order to upgrade service must be received by Carrier at the same time; and

2. The total Monthly Recurring Charge (MRC) of the new commitment for the upgraded service must be equal to or greater than the total monthly rate of the discontinued services. Rates for the upgraded service including any discount will be those in effect at the time the service upgrade is ordered; and

3. The new term commitment for an upgraded service must terminate no earlier than the term commitment for the discontinued services and must be at least a one year term; and

4. Any charges associated with access or facilities that occur in the termination of the existing circuits and the provisioning of the upgraded circuits will be billed to Customer. (C)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)**

**4.2.27.2 Additional Charges/Regulations (Continued)**

C. Renewal Options

At the end of a contract term, Customer may renew contract for another term under the rates applicable at the time of renewal. If Customer does not select a renewal plan or does not request the termination of service, Customer will continue to be billed at their existing rates. (C)

D. Notification of Discontinuance

Carrier must receive a written request for discontinuance of a service arrangement at least 60 days prior to actual disconnection of service. (C) Recurring charges will apply for a period of 60 days from the date Carrier (C) receives disconnect notification or until the requested disconnect date, whichever period is longer.

E. Service Termination Charges (C)

1. After the service has been completely installed, if Customer terminates service, either fully or partially, the following charges apply:

   (a) Full Service Termination: If Customer causes this service to be terminated prior to the expiration of the service period, service termination charges shall apply as follows:

      I. For the first year of the service period, 100% of the MRC commitment multiplied by the number of months remaining in the first year of the service period, plus

      II. After the first year of the service period, 50% of the MRC commitment multiplied by the number of months remaining in the service period.

      III. Customer will be billed for all termination charges at the next invoice date. (C)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)**

**4.2.27.2 Additional Charges/Regulations (Continued)**

E. Service Termination Charges (Continued) (N)

(b) Partial Service Termination: If Customer partially terminates service, causing the MRC to fall below the MRC commitment identified in Customer's agreement with Carrier during each month of the service period, termination charges shall apply as follows:

I. For the first year of the service period, 100% of the difference between the MRC commitment and the MRC after the service termination, multiplied by the number of months remaining in the first year of the service period, plus

II. 50% of the difference between the MRC commitment and the MRC after the service termination, multiplied by the number of months remaining in the service period after the first year.

III. Customer will be billed for all termination charges at the next invoice date. (N)

(D)

(D)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)**

**4.2.27.2 Additional Charges/Regulations (Continued)**

(D)

(D)

F. Order Cancellation Charges (N)

If Customer cancels an order prior to the service being completely installed, Customer shall pay Carrier all Non-recurring Charges (NRCs) and any charges incurred by Carrier associated with the access circuits or additional facilities provided by its underlying providers.

G. Move Or Change In Service Address

If Customer requests moving an access circuit due to a change in physical service address during the service period, Carrier will do so in accordance with the following conditions:

1. Any NRCs associated with installing service at the new address will be billed to Customer; and

2. Any charges incurred by Carrier associated with access or additional facilities that occur in the termination of the existing circuits and the provisioning of the moved or changed service will be billed to Customer; and (N)

Material omitted from this page now appears on Page 82.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.27 One Wide Area Network (One WAN) Service (Continued)** (N)

**4.2.27.2 Additional Charges/Regulations (Continued)**

G. Move Or Change In Service Address (Continued)

3. Carrier will re-price the service with the new location's address, and if the re-priced service is higher than the original agreement amount, Customer will begin paying the higher MRC when the service move is completed. (N)

H. Obligations of Customer (T)

In addition to Obligations of Customer provisions found in Section 2, Customer must also provide compatible equipment in accordance with interface specifications defined in ANSI Standards for ATM Services. Customer is responsible for the installation, operation and maintenance of any Customer Provided Equipment (CPE). Furthermore, CPE that interfaces with Carrier's network must perform traffic shaping.

Customer is responsible for providing accurate information pertaining to ordering, repair, contact information, billing, and product specific requirements. Customer must specify the speed for each access port and access line ordered. Customer must specify the SCR, PCR, and traffic management parameters at the time of the order for each PVC/PVP. (N) (N) (C)

Customer must provide to Carrier an address for each Customer location requiring service and a point of contact with information to include the contact name, telephone number, mailing address, and electronic mail (e-mail) address for notification purposes. (C) (C)

**4.2.28 Reserved For Future Use**

**4.2.29 Reserved For Future Use**

**4.2.30 Reserved For Future Use**

Material appearing on this page previously appeared on Page 81.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.31 Digital Private Line II Service**

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

**EFFECTIVE APRIL 30, 2016, OR AS SOON THEREAFTER AS IS REASONABLY PRACTICAL, DIGITAL PRIVATE LINE WILL NO LONGER BE AVAILABLE TO NEW OR EXISTING CUSTOMERS, EXCEPT THAT VERIZON MAY IN ITS DISCRETION EXTEND THE DEADLINE FOR ANY EXISTING CUSTOMER WHO HAS PLACED AN ORDER WITH VERIZON TO MIGRATE TO ANOTHER SERVICE OFFERED BY THE COMPANY, OR WHO HAS REQUESTED ADDITIONAL TIME TO MIGRATE THEIR SERVICE TO ANOTHER PROVIDER. EFFECTIVE ON JUNE 30, 2016, THIS SERVICE WILL BE WITHDRAWN FOR ALL MIGRATING CUSTOMERS. CUSTOMERS UNDER CONTRACT AS OF APRIL 30, 2016 MAY CONTINUE TO USE THE SERVICE UNTIL THE EXPIRATION OF THEIR CONTRACT.** (C) (C)

Digital Private Line II 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 transmissions at Customer's selected bandwidth. Communications channels of 56 Kbps and 1.544 Mbps (DS-1) are available. Service is subject to availability of necessary facilities and services. Service is available between points in the conterminous United States. Service to off-shore destinations is available on an individual case basis.

Rates are found in Section 5.30.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.31 Digital Private Line II Service (Continued)**

A. Two communications channels are offered: (M)

1. 56 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 Kbps. DDS private lines are typically used for transmitting lower speed data. DDS is available on a one, two, or three-year contract plan. 64 Kbps is available on an individual case basis.

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 a one, two, or three-year contract plan.

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 renews 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). (M)

C. Service Arrangements

For each originating and terminating location, Customer must select either Full Service or Customer Provided Access Arrangements.

1. Full Service Access Arrangement - (end-to-end service) applies to all network components from one Customer premise to another Customer premise, including local access facilities and network components.

2. Customer Provided Access to Serving Wire Center (CPA/SWC) - provides Customer with the ability to connect to Carrier's network and obtain services over existing or new access circuits provided by the local exchange carrier or inter-connected alternate access vendor. Carrier reserves access facilities to either the SWC for Customer or to a tandem switch if there are no carrier facilities terminating into the SWC. Customer is responsible for ordering the access circuit from the SWC to their premise.

Material appearing on this page previously appeared on Page 83. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.32 Frame Relay III Service**

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

A. General

Frame Relay III 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 III Service uses shared facilities and statistical multiplexing to transport data communications. Frame Relay III 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.

Rates are found in Section 5.31.

B. Rate Elements

There are four primary components to Frame Relay Service:

- Local Access Facility (dedicated)
- Frame Relay Port
- Permanent Virtual Circuit (PVC)
- Virtual NNI Port
- Regional PVC

1. Local Access Facility - Customers may access the frame relay network through 56 Kbps (DS0) or 1.544 Mbps (DS1) digital facilities.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.32 Frame Relay III Service (Continued)** (T)

B. Rate Elements (Continued) (N)

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.

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. (N)

(D)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.32 Frame Relay III Service (Continued)**

B. Rate Elements (Continued)

4. Virtual Network to Network Interface (NNI) Port

This option permits Customers to connect separate frame relay network arrangements. In addition to regular Frame Relay Service rates, Nonrecurring Charges (NRCs) and Monthly Recurring Charges (MRCs) for a NNI PVC and for the NNI ports will apply. The NNI PVC is available at a designated CIR. The Virtual NNI port must be large enough to accommodate the cumulative egress of all PVCs connected to the NNI. It will be at least as large as the sum of the CIRs for all PVCs connected to it and at least as large as the largest User to Network Interface (UNI) port connected to it.

5. Regional PVC (N)

Regional PVC will provide Customers the ability to connect their existing local networks to Carrier's network across certain LATAs and where facilities are available. Regional PVCs are available with CIR from 8 Kbps up to 1536 Kbps and have no related Carrier port charges. For Regional PVCs, access will be customer-provided and cannot be ordered through Carrier. There are no NRCs associated with this service. Standard frame relay discounts and terms and conditions apply. (N)

C. Features

1. Service Standards

Customer will receive a credit for downtime greater than 30 minutes for Frame Relay III Service. 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.

Carrier is committed to maintain a service delivery data rate of 98%, 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 monthly recurring charge 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.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.32 Frame Relay III Service (Continued)** (N)

C. Features (Continued)

1. Service Standards (Continued)

(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. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.32 Frame Relay III Service (Continued)** (N)

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 III Service. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.32 Frame Relay III Service (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 Point-of-Presence (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.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.32 Frame Relay III Service (Continued)** (N)

D. Additional Terms and Conditions of Service

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

Minimum service period for Frame Relay III Service is one year.

Customer must give Carrier 30-days prior written notice to terminate Frame Relay III 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 or 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 at current tariff rates and current contract terms for a term equal to or greater than the remaining months on their original contract, (i.e., if a Customer has 13 months remaining on their original contract, Customer must sign another contract equal to two years or greater). (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.33 Enterprise Connections Service**

**Effective April 22, 2013, this service is no longer available to new customers. Existing customers will be grandfathered until the expiration of the applicable service term of their contract. During grandfathering, the terms and conditions of such contracts will continue to apply. Customer may make moves, adds, and changes to the service during grandfathering.** (C)

A. General

Business Customers who generate total annual long distance charges of $6,000 up to $299,999 may enroll in this plan. This plan offers fixed rate voice grade service. All calling card calls will be rated on a fixed rate per-minute usage basis. Intrastate is an add-on to Carrier's interstate offering found in Federal Rate Schedule 3.

Customer must select a one, two, or three-year term commitment. Customer must commit to a minimum annual dollar amount of $6,000, $12,000, $24,000, $36,000, $48,000, $60,000, $84,000, $120,000, $180,000, $240,000, or $299,999 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 Voice Intelligent Network - Enhanced Toll Free Service which is excluded. Data usage contributes to eligible dollar amounts when Customer signs a contract that contains both voice and data services.

Rates are found in Section 5.32.

B. Restrictions

Service provided over Wide Area Telephone Service (WATS) lines, mobile service, pay station, 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.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.33 Enterprise Connections Service (Continued)**

B. Restrictions (Continued)

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 and a $6,000 annual commitment level. The new rates will be effective on the first of the month following a 30-day grace period.

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 determined by Customer's annual dollar commitment, term of the agreement selected by Customer, and may include bundled offers available to Customer in this tariff or Carrier's Federal Rate Schedule 3. If eligible under Carrier's Promotion No. 9, set forth in Carrier's Federal Rate Schedule 3, Customer may obtain further discounts on its intrastate rates by combining Customer's annual spending with Carrier's affiliates for specified regulated and deregulated services. Such annual spending will not increase Customer's annual dollar commitment, but will make it eligible for rates corresponding to an increased annual dollar commitment. Computations of annual spending with Carrier's affiliates shall be done as set forth in Carrier's Promotion No. 9. (C) (C)

E. Minimum Revenue Commitment

If Customer does not achieve the minimum annual commitment level selected, 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, 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.

F. 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 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 value 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.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)** (N)

**4.2 Description of Services (Continued)**

**4.2.33 Enterprise Connections Service (Continued)**

G. Local Access Facilities

Customer may arrange for local access facilities on its own, or may elect to have Carrier coordinate access arrangements. Access facilities arranged by Carrier will be billed to Customer at rates found by referring to Carrier's Federal Rate Schedule 3. Any special construction or non-standard charges assessed by the company supplying the local access will also be the responsibility of Customer.

H. 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 $12,000.

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 E., based on the original contract term, will be assessed. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.34 Regional SONET Service**

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

A. Description of Service

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 the 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.

Rates are found in Section 5.33.

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.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)** (N)

**4.2 Description of Services (Continued)**

**4.2.34 Regional SONET Service (Continued)**

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.

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. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)** (N)

**4.2 Description of Services (Continued)**

**4.2.34 Regional SONET Service (Continued)**

C. Additional Charges/Regulations (Continued)

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.

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 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.

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. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.35 Simple Connections Service**

**Effective April 22, 2013, this service is no longer available to new customers. Existing customers will be grandfathered until the expiration of the applicable service term of their contract. During grandfathering, the terms and conditions of such contracts will continue to apply. Customer may make moves, adds, and changes to the service during grandfathering.** (C)

A. General

Business Customers who generate $0 - $5,999 per year in long distance charges can enroll in this service. Service is available for switched voice service only and offers fixed rates for both inbound and 1+ dialed outbound domestic calls. Calls that utilize Carrier's dial-around method are not eligible for Simple Connections. All calling card calls will be rated on a fixed rate per-minute usage basis. This service is an add-on to Carrier's interstate offering found in Federal Rate Schedule 3 and posted to Carrier's website at www.verizon.com/tariffs.

Toll-Free features are the same as defined in Carrier's Enterprise Connections Service offering and located in Carrier's Federal Rate Schedule 3.

Customer must select a month-to-month, one, two or three-year term plan, and must commit to a minimum revenue amount of up to $5,999 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). VIN E800 and data usage is excluded.

Rates and found in Section 5.34.

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 Fee Credit Promotion. No other promotions apply for this service.

Service provided over Wide Area Telephone Service (WATS) lines, payphones, residential lines, and lines with handicap discounts are not eligible for this plan.

Usage charges for Operator Assisted calls will be counted toward Customer's minimum annual commitment. Operator service charges (0-, 0+, Bill to Third Number, Collect calls and Directory Assistance calls) will not be discounted, but are included in Customer's commitment level.

When a term commitment expires, Customer will have 30 days from the expiration date of such commitment to select another Carrier service plan. If Customer fails to select another plan within this 30-day period, rates corresponding to the Enterprise Connections one year term plan with a $6,000.00 annual commitment will be imposed automatically and without further advance notice to Customer. The rates under this plan will be effective on the 31st day following expiration of Customer's term commitment. While the rates will apply, the annual commitment and one year term will not. The term will be a month-to-month term and can be terminated by Customer or Carrier with 30 days notice. (D)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.35 Simple Connections Service (Continued)**

B. Conditions/Restrictions (Cont'd) (M)

Customer can only choose month-to-month rates one time during their enrollment in Simple Connections and then upgrade to a term plan in a one-year period. (M)

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. Minimum Revenue Commitment

If Customer does not achieve the minimum annual commitment level selected, they will be assessed the incremental difference annually. For example, if Customer commits to $3,000 annually and the actual long distance usage is $2,000, Customer will be billed for the $1,000 shortfall. In addition, the current rates will be re-negotiated based on the new adjusted commitment level. There will be no shortfall penalty imposed for Customers that sign up for the $0 - $2,999 level.

E. 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 greater value 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 formerly appearing on Page 85.12

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.36 Frame Relay IV Service**

**THIS SERVICE IS NO LONGER AVAILABLE TO NEW CUSTOMERS. EXISTING CUSTOMERS WILL BE GRANDFATHERED UNTIL TERMINATED BY EITHER CARRIER OR CUSTOMER, FOLLOWING EXPIRATON 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.** (C) (C)

A. General Description

Frame Relay IV 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 IV Service uses shared facilities and statistical multiplexing to transport data communications. Frame Relay IV Service delivers bandwidth-on-demand internetworking connections, providing port speeds to DS-3 with PVCs up to 22 Mbps. The service 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) that 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.

Frame Relay IV Service is offered to domestic locations where facilities are available, where operating conditions permit and where technically feasible. The service is available for use 24 hours a day, seven days a week. Service applications for locations exceeding 500 miles from existing domestic carrier facilities shall be addressed and priced on an Individual Case Basis (ICB).

B. Rate Elements

The complete service is provided through six service elements:

- Local Access Facility
- National Frame Relay UNI Port
- National Frame Relay NNI - NNI PVC
  (NNI refers to a Network-to-Network Interface)
- National Frame Relay NNI - UNI PVC
  (UNI refers to a User-to-Network Interface)
- National Frame Relay UNI - UNI PVC
- National Frame Relay NNI Port

1. Local Access Facility

Customers may access the Frame Relay network through 56 Kbps (DS-0), 1.536 Mbps (DS-1), or 44.736 Mbps (DS-3) digital facilities.

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)** (N)

**4.2 Description of Services (Continued)**

**4.2.36 Frame Relay IV Service (Continued)**

B. Rate Elements (Continued)

2. National Frame Relay UNI Port

The UNI 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 45 Mbps. The sum of the individual PVC speeds cannot exceed three times the port speed (Oversubscription or Booking Factor: 300%). However, the port speed must be large enough to accommodate the cumulative demand for egress bandwidth of all PVCs connected to the port during any one-second-time interval.

3. National Frame Relay NNI Port

The NNI Frame Relay port provides the physical connection between a local Frame Relay network or existing Customer's LAN/WAN and the long distance network. Multiple PVCs can be assigned to an NNI port. Speeds for each Frame Relay NNI port range from 56 Kbps to DS-1.

4. National PVC

All three types of PVCs provide a logical dedicated communications path (circuit) between two interface ports. The type of interface at each end of the PVC defines the type of PVC (NNI-NNI, NNI-UNI, and UNI-UNI). 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. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)** (N)

**4.2 Description of Services (Continued)**

**4.2.36 Frame Relay IV Service (Continued)**

B. Rate Elements (Continued)

5. Committed Information Rate (CIR)

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, a burst in the data rate above the average transmission rate, CIR, may be achieved up to the port capacity. Data sent across a virtual connection in excess of the PVC's CIR will be marked by the network as Discard Eligible (DE); the ingress switch will set the DE bit in the Frame Relay header. In event of network congestion, packets marked Discard Eligible will only be delivered 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.

Rates are found in Section 5.36.

C. Features

1. Service Standards

Service Level Objectives

Carrier's network is designed, provisioned, and managed to achieve the following service levels:

| Measurement | National Frame Relay IV Service |
|---|---|
| Network Availability | 99.95% |
| Mean Time to Repair (MTTR) | 4 hours |
| Delay: Round-Trip/One Way | 170 ms/85 ms |

D. Additional Terms and Conditions of Service

Frame Relay IV Service is provided where facilities and operating conditions permit and where technically feasible. The Minimum Service Period for Frame Relay IV Service is one year. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.36 Frame Relay IV Service (Continued)**

D. Additional Terms and Conditions of Service (Continued)

Customer must give Carrier 30-days prior written notice to terminate Frame Relay IV 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 the service. To qualify as an upgrade of service, one of the following conditions must apply:

- Customer must add a new port or PVC to existing network.
- Customer must upgrade the port speed on 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 at tariff rates and current contract terms for a term equal to or greater than the remaining months on their original contract, (e.g., if the Customer has 13 months remaining on their contract, Customer must sign another contract equal to two years or greater).

E. Service Level Agreements (N)

1. Operational Service Level Agreements (SLAs). Operational SLAs are available for ATM Services where the Customer purchases at least five (5) PVCs.

   a. On-Time Provisioning.

      On-Time Provisioning Measurement. Carrier agrees to complete installation of the PVC no later than the Firm Order Commitment (FOC) due date issued by Carrier plus twenty-four (24) hours. Carrier will issue a FOC date upon completion of its review of available required facilities and components. Completion of design and ordering related forms and documents (including but not limited to network design, configuration, and data gathering forms) must occur prior to providing the FOC date. This SLA shall not apply to orders where an expedited interval has been requested or for disconnection orders. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

(N)

**4.2.36 Frame Relay IV Service (Continued)**

E. Service Level Agreements (Continued)

1. Operational Service Level Agreements (SLAs) (Continued)

a. On-Time Provisioning (Continued)

On Time Provisioning Service Response Credits (SRCs). If Carrier fails to install a PVC within twenty-four (24) hours after the FOC date because of Carrier's sole fault, Carrier will provide an SRC equal to fifty percent (50%) of the associated Monthly Recurring Charge (MRC) for the month in which the due date is missed for the PVC. SRCs shall not be available if Carrier determines after the FOC date is issued that sufficient facilities are not available to provision the order, where special construction of facilities is required, or when the FOC date is missed because the local access service is not available. SRCs will not be available for missed FOC dates if the Customer provides inaccurate information on the order, revises the order or is not ready to accept the Service on the FOC date.

b. Mean Time to Repair (MTTR)

MTTR Measurement. Under the MTTR SLA, Carrier will measure the average Time to Repair (TTR) for Customer-reported interruptions in the Service with respect to PVCs provided herein ("Interruption"). Interruption means a condition that renders a PVC unavailable for use by Customer due to a fault caused by Carrier in the ATM network. To be measured under this SLA, Customer must report any Interruption to a Carrier-designated entity for the opening of a trouble ticket. The TTR is measured from the date and time a trouble ticket is opened by Carrier and the date and time when such ticket is closed by Carrier. In measuring the TTR, any stop clock time associated with the trouble shall be subtracted from such measurement. For purposes of this measurement stop clock time refers to a) periods when Customer testing is occurring; b) periods when Carrier is awaiting Customer authorization to commence work on a PVC; c) periods following a repair of a PVC when the ticket is held open by Customer to ensure the trouble is resolved; and d) any time period during which any of the occurrences listed in Section 4.2.36.E.3 (SLA Exclusions) existed. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

(N)

**4.2.36 Frame Relay IV Service (Continued)**

E. Service Level Agreements (Continued)

1. Operational Service Level Agreements (SLAs) (Continued)

b. Mean Time to Repair (MTTR) (Continued)

MTTR Measurement (Continued)
The SLA shall not apply to cases of trouble where no trouble was found or repeated cases of trouble for the same Interruption. It also does not apply to an Interruption related to the provisioning of a new PVC. The MTTR SLA shall be measured on a calendar month basis and shall be calculated by adding the TTR for all Interruptions and dividing that sum by the total number of trouble tickets opened for Interruptions for that Customer during that month.

MTTR SRCs. If the average MTTR for Interruptions for a calendar month exceeds four (4) hours but is less than eight (8) hours, Carrier shall provide a credit of fifty percent (50%) of the MRC for any individual PVC that is unavailable for use for more than four (4) consecutive hours during such calendar month. If the average MTTR for Interruptions for a calendar month exceeds eight (8) hours, Carrier shall provide a credit of fifty percent (50%) of the MRC for any individual PVC that is unavailable for use for more than four (4) but less than eight (8) consecutive hours, and a credit of one hundred percent (100%) of the MRC for any individual PVC that is unavailable for use for more than eight (8) consecutive hours.

(N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

(N)

**4.2.36 Frame Relay IV Service (Continued)**

E. Service Level Agreements (Continued)

1. Operational Service Level Agreements (SLAs) (Continued)

c. Network Availability

Network Availability Measurement. Network Availability refers to the percentage of time during a calendar month that the Service is available for use by Customer. The Carrier threshold for Network Availability is 99.90%. Network Availability is calculated based upon the total number of minutes in a calendar month that Customer was actually in service divided by the total number of minutes in the month (1,440 minutes multiplied by the number of days in month multiplied by the number of PVCs, less the number of minutes that the PVCs were interrupted during month, divided by the number of available minutes for the month, i.e.1,440 minutes multiplied by the number of days in month multiplied by the number of PVCs). Carrier will not round up the calculation to reach the 99.90% threshold. The Network Availability SLA is only available for outages reported by Customer by opening a trouble ticket with Carrier. An interruption for PVCs shall be computed, and be subject to the same restrictions and exclusions, as set forth in Section 4.2.27.1.E.1.b pertaining to Interruptions for MTTR.

Network Availability SRCs**.** If overall Network Availability is less than the threshold of 99.90% for a calendar month, Carrier will provide a credit equal to ten percent (10%) of the associated MRC for any individual PVC that did not meet such threshold during such calendar month.

(N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

(N)

**4.2.36 Frame Relay IV Service (Continued)**

E. Service Level Agreements (Continued)

2. Customer Consent: To the extent necessary to measure Carrier's performance under the SLAs set forth herein, Customer consents to Carrier obtaining on Customer's behalf its trouble history with local carriers that provide the portion of the network covered by the SLAs.

3. SLA Exclusions: SLAs do not apply to the extent that any of the following reasons prevented or delayed Carrier's performance in meeting such SLAs:

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

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

c. Services that have been in service for less than a month (except for the SLA for On-Time Provisioning);

d. Scheduled maintenance and downtimes;

e. Unavailability of network monitoring or management equipment or reporting; or

f. Any other reason outside the control of Carrier. (N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

(N)

**4.2.36 Frame Relay IV Service (Continued)**

E. Service Level Agreements (Continued)

4. Limitation on SRCs.:

Limitation on SRCs. The combined total of any SRCs applied to a Customer's ATM Service contracted herein or in other Carrier agreements may not exceed the following:

a. For any calendar month, the total SRCs applied to an affected PVC may not exceed one hundred percent (100%) of the MRC billed to the Customer for such PVC for that month.

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

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

(N)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.37 iobi[sm] Enterprise Service by Phone – Call Management**

This service is hereby cancelled and withdrawn in its entirety. (C)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.38 Audio Conferencing Services**

**THIS SERVICE HAS BEEN CANCELED AND WITHDRAWN.** (N)

(D)

(D)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.38 Audio Conferencing Services (Continued)**

**THIS SERVICE HAS BEEN CANCELED AND WITHDRAWN.** (N)

(D)

(D)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.38 Audio Conferencing Services (Continued)**

**THIS SERVICE HAS BEEN CANCELED AND WITHDRAWN.** (N)

(D)

(D)

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.38 Audio Conferencing Services (Continued)**

**THIS SERVICE HAS BEEN CANCELED AND WITHDRAWN.** (N)

(D)

(D)



by: Director - Tariffs
Verizon Select Services Inc.
600 Hidden Ridge, 2nd Floor
Irving, TX 75038

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.2 Description of Services (Continued)**

**4.2.38 Audio Conferencing Services (Continued)**

**THIS SERVICE HAS BEEN CANCELED AND WITHDRAWN.** (N)

(D)

(D)

## SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)

### 4.3 General

**4.3.1** Conversation Periods are billed in increments of one (1) full minute following the Initial Periods (i.e. minimum billing period) unless otherwise provided in this Tariff.

Fractional periods are rounded to full period increments for billing purposes.

### 4.4 Schools and Libraries Discount Program

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this Tariff and the (additional company tariff references, if appropriate) at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between twenty (20) and ninety (90) percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A schools level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

### 4.5 Discounted Rates for Schools and Libraries

A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.

B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.

C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.

D. The discount rate will be applied to eligible service rates set forth in Section 5 of this Tariff.



by: Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.5 Discounted Rates for Schools and Libraries (Continued)**

E. Schools and Libraries Discount Matrix

| How Disadvantaged | % Discount Urban Discount | Level Rural Discount |
|---|---|---|
| % of students eligible for national school lunch program | | |
| <1 | 20 | 25 |
| 1-19 | 40 | 50 |
| 20-34 | 50 | 60 |
| 35-49 | 60 | 70 |
| 50-74 | 80 | 80 |
| 75-100 | 90 | 90 |



by: Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

**SECTION 4 - APPLICATION OF RATES AND CHARGES (Continued)**

**4.6 Rate Period Table - Intrastate LDMTS Service** (T)

**4.6.1 Rate Application Periods***

| Mon | Tues | Wed | Thur | Fri | Sat | Sun |
|---|---|---|---|---|---|---|
| 7:00 A.M. to but not including 7:00 P.M. | | | Peak Rates | | | |
| 7:00 P.M. to but not including 7:00 A.M. | | | Off-Peak Rates | | | |

* In cases where a message begins in one rate period and ends in another, the charge for the portion of the message within each rate period will be the charge for the whole minute in effect for that rate period.

(D)
|
(D)