

EXPRESS CONNECT (REGION 16)

A. AVAILABILITY OF SERVICE

Express Connect Service was previously offered under FCC Tariff and is limited under this Product Guide to in-Service arrangements of existing Customers of record as of August 15, 2009 in Region 16. Changes in bandwidth capacity, moves, and/or rearrangements are not permitted.

B. SERVICE DESCRIPTION

The Express Connect provides a connection to the Company's Optical Networking wire center(s) via a ring topology consisting of three nodes, one of which must be a Company serving wire center. When two of the nodes are Customer designated locations, both must be served by the same serving wire center and only one Customer location can be without an Express Connect CDL Node. The Express Connect is provided at a bandwidth of OC3, OC12 or OC48 and is available under a one (1) year, three (3) year, five (5) year or seven (7) year Term Payment Plan (**TPP**).

The Express Connect has three rate elements, a "First System" with optional "Additional System(s) and Additional Express Nodes." The Customer may have up to three "Additional Systems" of OC3, OC12, or OC48 bandwidth not to exceed OC12, OC48 or OC192 bandwidth capacity respectively. Rider charges for Express Connect are included in its monthly rate.

The Customer may subscribe to Custom Connect Shared Transport, Custom Connect Dedicated Transport or Banded Optical Transport with Express Connect.

The Customer may also subscribe to Company provided banded SONET transport with Express Connect, provided that such connections are technically and operationally feasible, as determined by the Company.

The Express Connect may be provided as special access.

(N)

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C. APPLICATION OF RATES AND CHARGES

(N)

Express Connect may be ordered under a one (1), three (3), five (5), or seven (7) year Term Payment Plan (**TPP**). Any TPP for these services is subject to a TPP Termination Liability Charge as specified herein.

When ordered together, the TPP applies to Connects and Additional Nodes.

1. Changes in Length of a TPP

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

- No credit will be given for the new period for payments made under the original TPP arrangement.
- NRCs will not be reapplied for existing services.
- If the new TPP period is shorter in length than the time remaining under the existing TPP, the change to the new TPP period constitutes a disconnect of the existing TPP service and termination liability charges will apply.
- The rates for the new period will be the rates currently in effect at the time of the change.
- If the Customer subscribes to a new TPP which is greater in length than the initial TPP term and discontinues one or all of the service elements prior to the expiration of the new termination liability period, the termination liability, as set forth below, will apply based on the remainder of the TPP period in effect at the time of the disconnect.

Year in which Service Is Discontinued	Liability Rate
1	100%
2	75%
3	50%
4 or more	25%

2. Renewal Options

Ninety (90) days prior to the expiration of the existing TPP, the Customer shall submit in writing to select a new TPP or disconnect service. If no notice is received, the Company will automatically reconnect the Customer to a new TPP with the same term life as the previous.

After completion of the initial TPP term and the Customer subscribes to a new term that is longer in length the termination liability, as set forth below, will apply based on the remainder of the TPP period in effect at the time of the disconnect.

Year in which Service Is Discontinued	Liability Rate
1	20%
2	15%
3	10%
4 or more	5%

(N)

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C. APPLICATION OF RATES AND CHARGES (Cont'd)

(N)

3. Rate Changes

For TPPs entered into prior to August 1, 2020, the TPP rates are exempt from Company initiated increases for the length of the plan, however, decreases will be passed on to the Customer.

4. Termination Liability

In the event the Customer discontinues one or all of the service elements (Connect, Additional Node) prior to the end of the termination liability period, initial termination liability charges, as set forth below, will apply based on the remainder of the TPP period in effect at the time of the disconnect.

<u>Year in which Service Is Discontinued</u>	<u>Liability Rate</u>
1	40%
2	35%
3	30%
4 or more	25%

D. OFF NET WIRE CENTER

Off-Net wire center is a wire center not a designated Optical Networking wire center office. The Customer may order a DS0, DS1, or DS3 to the Off-Net wire center. Mileage charges will be determined based on airline miles to the nearest on-net wire center at the transport rates shown in Part E.

Circuits connected to the Off-Net wire center will be billed rates as shown in Part E.

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