DESCRIPTION OF ADVANCED DATA SERVICES

A. FRAME RELAY SERVICE

1. Effective December 31, 2021, Frame Relay service in this Product Guide is withdrawn. A reasonable transition period beyond December 31, 2021 may be permitted where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits. [(C)]

2. General

Frame Relay Service (FRS) is a data communications service which enables connectivity among multiple widely distributed Customer locations. Frame Relay Service provides flexible connectivity using Permanent Virtual Circuits (PVCs) implemented over dedicated digital access lines with transmission speeds selected by the Customer. Multiple PVCs can be established over a given access line, providing simultaneous logical connections to various remote locations. Each PVC can carry bursts of data at near the full speed of the access line.

Customers may purchase Frame Relay Service as a "network" consisting of multiple access lines, ports and logical channels. They must correspond to the User to Network Interface (UNI) Port with Access Line Connection speed chosen by the Customer. Customers must specify their required PVC connectivity in their Network Map (defined below). Each PVC is then provisioned as a software-defined data path associating a logical channel on one port with a logical channel on another port.

The Customer must establish with the Company a fixed private numbering plan, known as Network Addresses, and routing scheme, known as the Network Map, for moving data among a Customer's various locations on a secure basis. While none of the physical circuits are dedicated, these locations are electronically connected and function similar to a private line service.

A Customer's data traffic utilizes capacity on the shared packet switched backbone network as required.

DESCRIPTION OF ADVANCED DATA SERVICES

A. FRAME RELAY SERVICE (Continued)
(Frame Relay Service is withdrawn. See Paragraph 2.A.1 preceding.) (C)

3. Service Components

a. Standard Features - There are two types of User to Network Interface (UNI) Port with Access Lines Connection, each providing a Customer with one Network Address and one Logical Channel as standard features:

(1) User to Network Interface (UNI) Port with Access Lines Connection – UNI Port With Access Line Connections provide the Customer with dedicated access and FRS port at a transmission speed of 56 Kbps, 384 Kbps, 1.536 Mbps, 4 Mbps, 6 Mbps, 10 Mbps, 22 Mbps and 44.736 Mbps over dedicated digital facilities. Each UNI Port With Access Line Connection allows for unlimited usage on the FRS packet network. Each 56 Kbps, 384 Kbps and 1.536 Mbps UNI Port With Access Line Connection includes one logical channel and one network address. Additional logical channels are offered as an optional feature. The Permanent Virtual Circuit (PVC) must be associated with at least one FRS port. An FRS port can be associated with multiple PVCs. Subject to technical constraints, the Company may limit the number of PVCs to be assigned.

(2) Enterprise Subscriber Network Access Lines - are dedicated analog and digital lines provisioned over Company facilities to provide a connection from the customer's premise to hub or serving wire center and utilize the Frame Relay User to Network Interface (UNI) standards. Enterprise Subscriber Network Access Lines provide transmission speeds of 56 kilobits per second (Kbps), 128 kilobits per second, 256 kilobits per second, 384 kilobits per second, 512 kilobits per second, 768 kilobits per second and 1.536 megabits per second (Mbps).

DESCRIPTION OF ADVANCED DATA SERVICES

A. FRAME RELAY SERVICE (Continued)
(Frame Relay Service is withdrawn. See Paragraph 2.A,1 preceding.) (C)

3. Service Components (Continued)
a. Standard Features (Continued)

(3) Port Only Connections – UNIs and NNIs are also provisioned as a Port Only Connection. UNI Port Only Connection provides a Frame Relay Network connection based on the port connection speeds of 56 Kbps, 128 Kbps, 256 Kbps, 384 Kbps 512 Kbps, 768 Kbps, 1.536 Mbps, 4 Mbps, 6 Mbps, 10 Mbps, 22 Mbps and 44.736 Mbps. NNI Port Only Connection provides a Frame Relay Network connection based on the port connection speeds of 384 Kbps, 1.536 Mbps and 44.736 Mbps. The channel speed of the access channel must be sufficient to accommodate the Frame Relay port speed. Each port can accommodate multiple PVCs. UNI Port Only and NNI Port Only Connections are available on a month-to-month, one-year, three-year and five-year service period plan.

a. Customers may access Port Only Connections via Company-provided digital access facilities. The associated terms, conditions, rates and charges under the appropriate Company Product Guide, Part E shall apply in addition to the terms, conditions, rates and charges associated with FRS.

(4) Permanent Virtual Circuit (PVC) Committed Information Rate (CIR) - Provides a mechanism to prioritize applications on a per-PVC basis over a Frame Relay UNI. This feature allows all users to maintain the capability to transfer data within their CIR on a non-sequential, high-priority basis without potential packet data discard due to network congestion.

The following types of PVC CIR are available:

Standard - A Standard PVC is a logical channel path between two customer Frame Relay ports.

Multi-jurisdictional – A Multi-jurisdictional PVC is a logical channel path between two customer Frame Relay ports, one being an interstate port and the other an intrastate port. A Multi-jurisdictional PVC falls under federal jurisdiction and the PVC CIR rates, rules and regulations from the Verizon Telephone Companies FCC Tariff No. 20 are applicable, where available.

DESCRIPTION OF ADVANCED DATA SERVICES

A. FRAME RELAY SERVICE (Continued)
(Frame Relay Service is withdrawn. See Paragraph 2.A,1 preceding.) (C)
3. Service Components (Continued)
a. Standard Features (Continued)
(4) Permanent Virtual Circuit (PVC) Committed Information Rate (CIR) (Continued)

The maximum CIR allowed is determined by the lower of the two port speeds connected by the PVC. The maximum CIR allowed for port speeds at 1.536 Mbps and below is 75% of the lower of the two port speeds. For port speeds above 1.536 Mbps to 44.7136 Mbps, the maximum CIR allowed is 50% of the lower of the two port speeds.

(a) Optional Features

Frame Relay to ATM Service Interworking – Provides for the conversion of Frame Relay packets to ATM cells and the conversion of ATM cells to Frame Relay Packets. Frame Relay to ATM Service Interworking is available with Standard and Multi-jurisdictional PVC CIR at no additional charge.

Premier PVC Service – Premier PVC Service enables a customer to differentiate PVCs and assign a higher priority of service to specific PVCs. This service is available where facilities permit. Premier PVC Service is intended for PVCs carrying delay-sensitive, loss-intolerant data and is available with all PVC CIR. When Premier PVC Service is ordered, a monthly recurring charge applies for each application of Premier PVC Service and is in addition to the applicable charges for Standard or Multi-jurisdictional PVCs. Where facilities permit, it is available with Standard Interworked or Multi-jurisdictional Interworked PVCs.

DESCRIPTION OF ADVANCED DATA SERVICES

A. FRAME RELAY SERVICE (Continued)
(Frame Relay Service is withdrawn. See Paragraph 2.A,1 preceding.) (C)
3. Service Components (Continued)

b. Optional Features and Functions

Optional features and functions provide the Customer with additional capabilities for use with the FRS packet network. Nonrecurring charges do not apply when optional features are ordered in conjunction with the initial installation of the associated Frame Relay Service Port or Access Connection. When ordered subsequent to the initial installation of the associated Frame Relay Service Port or Access Connection, nonrecurring charges apply as set forth in Section 3 of this Section.

(1) Additional Logical Channels allow 56 Kbps, 384 Kbps and 1.536 Mbps Customers to simultaneously operate multiple channels on a single port. The maximum additional logical channels available for 56 Kbps or 384 Kbps UNI Port With Access Line is 199 and the maximum additional logical channels available for 1.536 Mbps UNI Port With Access Line is 991. Each additional logical channel must be associated with a specific network address.

DESCRIPTION OF ADVANCED DATA SERVICES

A. FRAME RELAY SERVICE (Continued)
(Frame Relay Service is withdrawn. See Paragraph 2.A,1 preceding.) (C)
3. Service Components (Continued)
b. Optional Features and Functions (Continued)

(2) Backup UNI

Backup UNI service is a disaster avoidance and disaster recovery feature that consists of a Primary UNI and a Backup UNI, and incorporates PVC remapping capabilities of the Frame Relay network. The Primary UNI is terminated at the primary Customer host location and in normal operation serves PVCs between the primary host location and various Customer remote locations. A second UNI, which is designated by the Customer as a Backup UNI, is installed and terminated at the customer's backup host location. During normal operations no PVCs are mapped to the Backup UNI. The Customer will be required to purchase both UNIs. In the event of a Primary UNI, primary digital access line or, Customer primary host location failure, the predefined PVC configuration can be remapped to the Backup UNI at the Customer's request. Upon restoral of the Primary UNI service the Customer must contact the Company to initiate remapping of PVCs from the Backup UNI back to the Primary UNI. A Backup UNI, which may serve as a backup to one or more Primary UNIs, can only backup one Primary UNI at a time. A Backup UNI must be the same port speed or greater than the Primary UNI(s).

A Customer ordering Backup UNI service is responsible for the following:

Determining network configuration before and after the activation of Backup UNI service.

Providing the Company with the appropriate information required for joint development of the Backup UNI database.

Maintaining its own port configurations and router tables (for seamless changes from the Primary UNI to the Backup UNI, the Customer must use the same addressing scheme on routers connected to the primary and backup sites).

Contacting the Company to request all activations and deactivations of Backup UNI service.

Providing assistance, as requested by the Company, in the implementation and execution of the Customer's activation/deactivation of Backup UNI service.

DESCRIPTION OF ADVANCED DATA SERVICES

A. FRAME RELAY SERVICE (Continued)
(Frame Relay Service is withdrawn. See Paragraph 2.A,1 preceding.) (C)

4. Terms and Conditions

a. The Company reserves the right to determine deployment locations for this service.

b. Frame Relay technical publications may be obtained by contacting the Company.

c. Frame Relay Service installation is subject to service connection charges as specified in Part B, Section18.

d. Existing private line circuits provided by the Company or another carrier may not be used to connect to FRS unless otherwise specified by the Company.

e. All UNI Port with Access Line Connections, UNI Port Only Connections and NNI Port Only Connections provided on a month-to-month basis are subject to a minimum service period of one month. Additional Logical Channels are offered on a month-to-month basis only.

f. At the conclusion of a selected service period plan, a Customer may cancel FRS, subscribe to another service period plan, or subscribe to FRS at then-applicable month-to-month rates. If the Customer does not execute a new service period plan or cancel FRS upon expiration of the existing plan, then-applicable month-to-month rates will apply.

g. If a Customer adds service components to an existing FRS, the Customer may subscribe to these components on a month-to-month basis or under a new service period plan.

h. A Customer who purchases FRS at month-to-month rates may at any time convert FRS to a service period plan by paying a record order charge and the applicable service period plan price in effect at that time. The effective date of this change will be the first bill date following receipt of the service order requesting the service period plan.

DESCRIPTION OF ADVANCED DATA SERVICES

A. FRAME RELAY SERVICE (Continued)
(Frame Relay Service is withdrawn. See Paragraph 2.A,1 preceding.) (C)

4. Terms and Conditions (Continued)

i. The monthly rate for Customers choosing a service period plan is guaranteed against Company initiated increases and will apply for the entire duration of the selected service period plan.

j. If the monthly rate on a service period plan is lowered, a Customer will be allowed to cancel the existing plan without penalty, providing the Customer signs up for a new service period plan for the remaining term of the original plan.

k. A Customer who subscribes to FRS on a month-to-month basis, or on a 1-year, 3-year or 5-year service period plan, may upgrade a UNI from a lower speed to a higher speed without incurring an early termination charge. Nonrecurring and service connection charges will apply to such upgrade.

l. A FRS Customer may not downgrade a UNI to a lower speed UNI, until a one (1) month minimum service requirement has been fulfilled. Downgrades after such one (1) month period will incur an early termination charge. Nonrecurring charges and service connection charges will also apply to such downgrade.

m. A Customer may convert, without penalty, from a shorter service period plan to a longer service period plan before the completion of the originally selected plan. The Customer will be charged a record order charge and will pay the current rates in effect for the newly selected plan.

n. A Customer will be assessed nonrecurring charges for additional logical channels on a per UNI basis when the additional logical channels are added subsequent to the initial order for the affected port(s).

o. Customer initiated changes will incur applicable termination charges.

p. A maintenance or service charge will apply when the Company is called to a Customer's premises for a trouble and it is determined that the trouble is not caused by the FRS.

DESCRIPTION OF ADVANCED DATA SERVICES

A. FRAME RELAY SERVICE (Continued)
(Frame Relay Service is withdrawn. See Paragraph 2.A,1 preceding.) (C)

4. Terms and Conditions (Continued)

q. Administrative Charge - An administrative charge will be applied whenever a change is made, at Customer's request, to a Customer's Address Map. Such changes are defined as those rearrangements necessary to add, delete, or rearrange the configuration of an existing Address Map. Although multiple changes may be caused by such actions, only one administrative charge will apply. The administrative charge also applies for customer-requested changes to the bandwidth capacity of existing circuits (e.g., 384 Kbps to 1.536 Mbps, or 4 Mbps to 10 Mbps). However, if a customer upgrades between service levels (e.g., 384 Kbps to 4 Mbps) or downgrades between service levels (e.g., 10 Mbps to 1.536 Mbps) the nonrecurring service charge associated with the new service level applies.

The administrative charge applies per occurrence, per UNI Port With Access Line Connection, UNI Port Only Connection or NNI Port Only Connection.

r. Backup UNI

A nonrecurring charge applies when a Customer requests an activation of the Backup UNI service. No additional charges are applied upon deactivation of Backup UNI service.

s. Jurisdictional Change Charge

Conversion of service to another jurisdiction will be treated as a disconnect of service and establishment of new service. A nonrecurring Jurisdictional Change Charge applies per UNI or NNI.

5. Termination Charges

Termination Liability does not apply to Frame Relay Service.

6. Rates and Charges

See Part E, Section 3.A of this Product Guide.

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES

1. General

Transparent LAN Services (TLS) are high speed fiber-based data services which use a shared fiber network to allow for the interconnection of Local Area Networks (LANs) across selected metropolitan areas. TLS delivers an interface of 10 Mbps, 100 Mbps, 1000 Mbps or 10 Gbps from the Customer's LANs to the shared network.

TLS creates a network with the ability to function as a shared public network. TLS protects data privacy by using specialized screening software that permits subscribers to access only their data.

Jurisdictional Treatment. It is the nature of the traffic over the facility that determines the jurisdiction under Federal Communications Commission (FCC) regulations, not merely the physical endpoints of the facility over which service is delivered. Traffic is intrastate when it begins and ends in the same state. Traffic is interstate when it begins in one state and ends in a different state. Internet traffic is interstate as well. When ordering an intrastate TLS service, the customer must certify, on a form provided by Verizon, that traffic over the TLS facility will be intrastate, as defined below. The customer must also agree to provide a revised certification to Verizon within thirty (30) days if the Jurisdictional Treatment changes. If any certification submitted by the customer is found to be incorrect, the customer will be responsible for any unbilled surcharges and applicable fees. If the customer does not certify that the traffic meets the "Intrastate" definition below, Verizon may treat the service as interstate for regulatory jurisdictional purposes and charge applicable interstate surcharges.] (N)

- Interstate is when interstate traffic amounts to more than 10% of the total traffic on the facility.
- Intrastate is when interstate traffic amounts to 10% or less of the total traffic on the facility.]

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

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

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

Certain material formerly on this page now appears on Page 11, Revision 1. (N)

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

1. General (Continued)

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

With the ERS service type, an Ethernet Virtual Circuit (EVC) establishes a virtual LAN or CUG. An ERS domain is comprised of any number of virtual LANs designated by the customer to be included in the ERS domain. ERS provides point-to-point connectivity between pairs of customer's access lines. A customer may have more than one domain within a LATA, but connections between domains are not permitted. TLS may be used to access shared networks. In such cases, subscribers in a CUG can only access their own data. (M)

With ERS service type, an Ethernet Virtual Private – Local Area Network (EVP-LAN) can be established with EVP-LAN EVCs. An EVP-LAN is a multipoint Virtual LAN comprised of a CUG of two or more EVCs. EVP-LAN EVCs are designated by the Customer within an ERS Premier domain.]

Six EVC service classes are available for use with the ERS service type :

ERS Standard (ERS-Std), ERS Basic (ERS-B), and EVP-LAN Basic (EVPLAN-B): designed for customer applications that do not require a Committed Information Rate (CIR) or low delay, where CIR = 0 and EIR = # of Mbps of the selected ERS-Std/ERS-B or EVPLAN-B EVC service class.

ERS-Priority Data (ERS-PD) : designed for customer applications which do not require low delay, but require a Committed Information Rate (CIR), where CIR = # of Mbps of the selected ERS-PD EVC service class and EIR = # of Mbps of the selected ERS-PD EVC service class.

ERS-Real Time (ERS-RT) and EVP-LAN Real Time (EVPLAN-RT): designed for customer applications which require a Committed Information Rate (CIR) and low delay for some portion of their traffic, where CIR = # of Mbps of the selected ERS-RT or EVPLAN-RT EVC service class and EIR = 0. EVPLAN-RT is not available for 10 Gbps UNI speed.

An ERS EVC can have up to three service classes (ERS-B, ERS-PD and ERS-RT) as described above within each EVC. An EVP-LAN EVC can include one service class (either EVPLAN-B or EVPLAN-RT) as described above within each EVC. The customer will be required to identify the Basic, PD and RT Class of Service Ethernet frames by one of the following choices: setting the VLAN Class of Service (CoS) ID (for 802.1q tagged Ethernet Frames), or setting the DiffServ Code Point (DSCP) (for tagged or untagged Ethernet frames) or setting the VLAN ID (for tagged or untagged Ethernet frames), appropriately.

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

2. Terms and Conditions

a. Availability

(1) TLS is limited to central offices in specific geographical locations determined by the Company. Customers gain access to the shared TLS network via a switch, node or other Telephone Company equipment delivering service through a shared fiber path or network infra-structure. Telephone Company equipment used to deliver service may be deployed in the Customer's serving central office (TLS equipped central office), deployed in leased space near the Customer's location, or deployed at the Customer's location. At subscription, the Customer has an option of selecting access lines at speeds of 10 Mbps, 100 Mbps, 1000 Mbps or 10 Gbps.

(2) TLS is available to Customers whose serving central office is a TLS equipped central office and is located within the maximum allowable fiber range of the serving central office. The maximum allowable fiber range for the provision of TLS is determined by the dB loss rate, and will vary based on the specifics of the transport facility used in each serving arrangement. If the Customer's serving central office is not a TLS equipped central office, the Customer may obtain service, by paying the Interoffice Mileage charge in addition to TLS access charges. The dB loss cannot exceed the maximum allowable range.

(3) ERS Service, including Premier Access Lines and ERS-B, ERS-PD ERS-RT, EVPLAN-B, and EVPLAN-RT EVCs as defined in section B.1 of this Section will only be from Central Offices equipped to support ERS service.

(4) The standard Customer connectivity model for UNI Port with Access includes direct fiber or existing transport facilities between the Customer's location and the TLS equipped central office. Customers requesting Protected Access Line* service will have two standby fibers provisioned in addition to the primary direct fiber. Customer may select to have their UNI Port with Access provisioned over an optical transport system. If so, the customer must choose one of the following UNI Port with Access arrangements:

- Protected Non-Diverse: Customer connectivity is provisioned over an optical transport system as a survivable service with an alternate (not diverse) facility between the Customer's location and the TLS equipped central office. The optical protected interoffice charge is applicable to the 1000 Mbps speed when interoffice facilities are required.

* Protected Access Line Service will not be provided to new subscribers. Existing subscribers may continue to keep this feature; however, changes and/or moves will not be permitted.

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)
2. Terms and Conditions (Continued)
a. Availability (Continued)
(4) (Continued)

- Protected Diverse: Customer connectivity is provisioned over an optical transport system as a survivable service with an alternate and diverse fiber path between the Customer's location and the TLS equipped central office. The optical protected interoffice charge is applicable to the 1000 Mbps speed when interoffice facilities are required. Dual entrance at the customer premises and company wire centers are not considered a standard feature of this option, but may be provided through special construction charges, where facilities are available.

- Protected Private: Customer connectivity is provisioned over a dedicated private ring which the customer has already obtained from the Telephone Company. At least one node of the private ring must be located in a TLS equipped central office.

The Customer is responsible for providing protected path for all network fibers on private property, sufficient AC power to network interface equipment, access to all sites as needed by Company personnel to perform services, and a secure environment for the network equipment. Customer should not attempt to adjust any Company facilities or equipment, other than connection of their equipment to the network interface. Company's Data Service must be contacted when power will be interrupted to prevent unnecessary personnel dispatches. Customer is responsible for providing relay rack or wall space for mounting of the network interface device. Company's TLS equipment must be on conditioned power circuits (surge protected). Company recommends uninterrupted power supply (UPS) for this equipment at the Customer's premises. If it is not, Customer will be responsible for any damage to the equipment due to power problems.

All customer locations subscribing to 100 Mbps and 1000 Mbps TLS may be required to be served from the same TLS equipped Central Office.

(5) When a Customer elects to have TLS served from a remote Central Office (CO), because the serving CO is not a TLS -equipped central office, it is the Customer's responsibility to monitor the status of equipment availability in the serving CO and decide whether or not to initiate a reroute of facilities once the serving CO becomes a TLS equipped central office.

DESCRIPTION OF ADVANCED DATA SERVICES (Continued)

B. TRANSPARENT LAN SERVICES (Continued)
2. Terms and Conditions (Continued)

b. The charges to reroute service will be identical to a new installation.

c. TLS consists of:

Network Interface Device (NID) at the Customer's premises to terminate the fiber pair or other optical transport.

Optical Transport from the Customer's premises to the serving central office.

Network Management, including fault monitoring and diagnostics, performance and network configuration applications, and manual monitoring when necessary.

User Network Interface (UNI) Port With Access Line Connection. UNI Port Access Lines can be purchased as either Standard, Protected* or Premier.

For EMS service type, the customer may select a Standard Access Line or Protected Access Line Connection*.

For ERS Standard service type, the customer must select a Standard Access Line. For ERS Premier service type, the customer must select a Premier Access Line. Protected Access Line connection* is not available with ERS service.

Ethernet Virtual Circuit (EVC), where applicable, is required for ERS service types, providing point-to-point Ethernet connectivity between two UNIs, between a UNI and a shared network EVC or between a UNI and an Internet Virtual Circuit. The ERS EVCs are designed for customer applications that do not require bandwidth or delay guarantees. ERS Standard provides no performance guarantee.

Interoffice Mileage, where applicable.

Optional Features
- Customer Service Management (CSM)*

* Protected Access Line Service and CSM will not be provided to new subscribers. Existing subscribers may continue to keep this feature; however, changes and/or moves will not be permitted.

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)
2. Terms and Conditions (Continued)

d. Connections

The network interface is the LAN interface on the TLS equipment at the Customer's premises. The interfaces are as follows:

10 Mbps Ethernet	RJ45 & AUI
100 Mbps Ethernet	RJ45
1000 Mbps Ethernet	LC Connector
10 Gbps Ethernet	LC Connector

e. The Customer is responsible for any inside wire required in connecting the LAN to the TLS equipment and the installation, operation and maintenance of any Customer provided equipment.

f. Limitations

The Customer’s location must be within the maximum allowable range of the TLS equipped central office, as defined in paragraph 2.a.(2) preceding.

g. Cancellation

Cancellation of the service in whole or in part by the Customer prior to the establishment thereof, will require payment to the Company of an amount equal to the cost of engineering, manufacturers' billings resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred by the Company up to the time of cancellation but not to exceed the total nonrecurring charges.

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)
2 Terms and Conditions (Continued)

h. Prepayment Option

A Customer may at any time elect to prepay the monthly charges for the remainder of the commitment period or to prepay only the next twelve (12) months of the remaining monthly charges. Customer selection is made by written notice either at the time of the request for new service or thirty (30) days prior to the desired prepayment date for existing service. Customers who choose to, prepay annually must notify the Company thirty (30) days prior to the end of the current prepayment period of their selection to prepay for the upcoming twelve (12) month period.

The prepayment amount will be determined by using the monthly rate in effect at the time the prepayment option is selected, adjusted by the prime lending rate (the current prime interest rate as published in the Wall Street Journal) in effect when the Customer selects the prepayment option. No adjustments will be made for company initiated rate changes which may occur subsequent to the Customer's election to prepay.

Whenever a term plan with prepayment option is discontinued prior to the end of the prepayment period, a credit for the unused portion of the monthly charges already paid will apply. The credit will include an adjustment for the prime lending rate in effect when the prepayment was calculated offset by any applicable termination liability.

i. Transmission Mode

The Transmission mode supported is dependent on the access rate. The supported transmission mode for 10 Mbps access is half duplex and full duplex. Full duplex 10 Mbps access is available only where conditions and facilities permit. The supported transmission mode for 100 Mbps, 1000 Mbps or 10 Gbps access is full duplex.

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

3. Application of Rates and Charges

a. TLS is offered on a month-to-month plan (for a minimum period of nine months). TLS Standard Access Lines, Protected Access Lines*, Premier Access Lines and EMS Real Time Access Lines are offered under a three or five year Term Plan at the rates and charges specified in Part E, Section 3.B of this Product Guide.

b. Moves, Changes, and Upgrades

When the Customer requests a move or relocation of a TLS Standard Access Line, Protected Access Line, Premier Access Lines or EMS Real Time Access Lines to a different address and/or different building, the move or relocation will be treated as a termination of the existing service and the establishment of a new service for the application of all charges.

When the Customer requests an upgrade in service speed, or change in service type, at an existing address, the upgrade in service speed/change in service type will be treated as a termination of the existing service and the establishment of a new service for the application of all charges.

c. Termination Liability

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

25% X MRC X # of Lines/Channels/Paths X Remainder of Term = Termination Charge

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

* Protected Access Line Service will not be provided to new subscribers. Existing subscribers may continue to keep this feature; however, changes and/or moves will not be permitted.

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

3. Application of Rates and Charges (Continued)

c. Termination Liability (Continued)

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

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

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

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

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

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

The Company provides the new service via Product Guide, Part E or on an individual case basis (ICB), and

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

End of Term Options

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

Renew their term commitment,

Commit to a new term period,

Arrange for a change of service, or

Arrange for termination of the service.

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

3. Application of Rates and Charges (Continued)

c. Termination Liability (Continued)

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

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

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

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

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

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

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

The Company provides the new service via Product Guide, Part E or on an individual case basis (ICB), and

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

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)
3. Application of Rates and Charges (Continued)

d. The following rate elements are applicable to TLS:

(1) UNI Port With Access Line Connection

A monthly rate applies on a per line basis, based on the speed of the access connection (i.e., 10 Mbps, 100 Mbps, 1000 Mbps or 10 Gbps). The Access Line is offered on a month to month basis, or as a three-year or five-year Term Payment Plan. A nonrecurring charge will apply to the installation of an Access Line provided on a month-to-month basis.

(a) Standard Access Lines (available for EMS Service Type only) – A monthly rate applies on a per line basis, based on the speed of the access connection (i.e., 10 Mbps, 100 Mbps, 1000 Mbps or 10 Gbps). The Standard Access Line is offered on a month-to-month basis, or as a three-year or five-year Term Commitment Plan. A nonrecurring charge applies to the installation of Standard Access Lines provided on a month-to-month basis. Besides the standard connectivity model, Standard Access Line is offered with three other types of UNI Port with Access Line Connections, where facilities exist. 10 Gbps is not available for these Protected options.

(1) Protected Non-Diverse
(2) Protected Diverse
(3) Protected Private

(b) Protected Access Line* (available for EMS Service Type Only) – Protected Access Lines are provisioned as a survivable service with an alternate fiber pair between the central office and the customer premises. Protected Access Lines, in most situations, allow the Company to recover from a detected failure by moving the customer's data to an alternate fiber pair in approximately one second. Both fiber pairs must be served by the same central office and must have the same access speed. The second fiber pair will be routed over a diverse fiber path when possible. A monthly rate applies on a per line basis, based on the speed of the access connection (i.e., 100 MBPS or 1000 MBPS) as well as applicable IOF charges calculated on each set of fiber pairs. The Protected Access Line is offered on a month-to-month basis, or as a three-year or five-year Term Commitment Plan. A nonrecurring charge will apply to the installation of a Protected Access Line* provided on a month-to-month basis. Protected Access Line is only offered with a direct fiber UNI Port with Access Line Connection, where facilities exist.

* Protected Access Line Service will not be provided to new subscribers. Existing subscribers may continue to keep this feature; however, changes and/or moves will not be permitted.

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

3. Application of Rates and Charges (Continued)

d. The following rate elements are applicable to TLS:

(1) UNI Port With Access Line Connection (Cont'd)

(c) Premier Access Line - A monthly rate applies on a per-line basis, based on the speed of the access connection (i.e., 10 Mbps, 100 Mbps, 1000 Mbps or 10 Gbps). A Premier Access Line must be purchased in conjunction with some combination of ERS-B, ERS-PD, ERS-RT, EVPLAN-B and/or EVPLAN-RT EVC service classes, which are described in Section 4.2.1 preceding. The Premier Access Line is offered on a month-to-month basis or as a 3 Year or 5 Year Term Plan. A nonrecurring charge applies to the installation of the UNI provided on a month-to-month basis. A customer cannot mix Premier UNI Ports with any other UNI port type.

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

ERS-B less than or = 500%,
ERS-PD less than or = 100% of UNI Speed
ERS-RT less than or = 100%,
ERS-PD + ERS-RT + EVPLAN-RT less than or = 100% of UNI Speed
ERS-B + ERS-PD + ERS-RT EVPLAN-B less than or = 500% of UNI Speed
EVPLAN-B less than or = 20 Gbps of the EVP-LAN CUG (C)
EVPLAN-RT less than or = 1 Gbps of the EVP-LAN CUG (C)

Besides the standard connectivity model, Premier Access Line is offered with three other types of UNI Port with Access Line Connections, where facilities exist.

(1) Protected Non-Diverse
(2) Protected Diverse
(3) Protected Private

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

3. Application of Rates and Charges (Continued)

d. The following rate elements are applicable to TLS:

(1) UNI Port With Access Line Connection (Cont'd)

(d) EMS – Real Time (EMS-RT) Access Line - A monthly rate applies on a per-line basis, based on the speed of the access connection (i.e., 100 Mbps, 1000 Mbps or 10 Gbps). This enhanced service class configures a fixed portion of the UNI to be configured for Real Time Traffic, where each 100 MBPS UNI has CIR = 5 MBPS with EIR = 0, each 1000 MBPS UNI has CIR = 20 MBPS with EIR = 0, and with each 10 Gbps UNI has CIR = 50 Mbps with EIR = 0. The remainder of the UNI can be used for CIR = 0 and EIR = 0 traffic. The EMS-RT Access Line is offered on a month-to-month basis or as a 3 Year or 5 Year Term Plan. A nonrecurring charge applies to the installation of the EMS-RT Access Line provided on a month-to-month basis. A customer cannot mix an EMS-RT Access Line with the ERS Service type, but may mix EMS-RT Access Line with EMS Access Lines. Besides the standard connectivity model, EMS – Real Time Access Line is offered with three other types of UNI Port with Access Line Connections, where facilities exist. 10 Gbps is not available for these Protected options.

(1) Protected Non-Diverse
(2) Protected Diverse
(3) Protected Private

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

3. Application of Rates and Charges (Continued)

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

(2) Ethernet Virtual Circuit (EVC)

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

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

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

10 Mbps = no more than 5 EVCs (C)
100 Mbps = no more than 16 EVCs
1000 Mbps = no more than 250 EVCs
10 Gbps = no more than 750 EVCs

ERS-Basic, ERS Priority Data, ERS-Real Time EVPLAN-Basic, and EVPLAN-Real Time EVC bandwidth are limited to a maximum Mbps per Service Class per EVC, and must comply with each of the following maximum limits :

EVC Service Class	10 Mbps UNI Max/EVC	100 Mbps UNI Max/EVC	1000 Mbps UNI Max/EVC	10 Gbps UNI Max/EVC
ERS-B (or) EVPLAN-B	10Mbps	100 Mbps	1000 Mbps	1000 Mbps
ERS-PD	10Mbps	100 Mbps	500 Mbps	500 Mbps
ERS-RT	10Mbps	100 Mbps	100 Mbps	100 Mbps
EVPLAN-RT	10Mbps	50 Mbps	50 Mbps	N/A

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

3. Application of Rates and Charges (Continued)

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

(3) Interoffice Mileage

The Interoffice Mileage charge, where applicable, is based on the Per Mile charge multiplied by the distance between the Customer's serving central office and the nearest TLS equipped central office (a central office equipped with a switch, node, or other Telephone company equipment capable of delivering service, via a shared fiber path or network infra-structure). This interoffice distance is measured in airline miles, based upon latitude and longitude of each central office. The mileage measurement is calculated as specified by NECA Tariff FCC No. 4. The mileage rate applies on a per mile basis. This charge applies in addition to the applicable rates and charges for the UNI Port With Access Line or Premier Access Line. Optical protected mileage interoffice transport is available for the 1000M UNI speed. The protected transport options for 10/100M UNI speeds include optical protected interoffice transport when needed.

(4) Domain/LAN Extension Equipment Changes

Where the customer requests changes in EMS Domains or in LAN extension equipment, a nonrecurring charge per location, per change will be imposed.

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

3. Application of Rates and Charges (Continued)

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

(5) Optional Feature

Customer Service Management*

Customer Service Management (CSM) is an optional feature that provides customers with web-based reports. These reports give the customer the ability to extract "read-only" network traffic information regarding their networks thereby allowing customers to monitor and manage their network performance. CSM is provided per customer Domain/VLAN.

CSM will be provided where conditions and facilities permit.

The Company reserves the right to temporarily interrupt CSM for maintenance, software upgrades, and in emergency situations.

A monthly rate and a nonrecurring charge apply for each CSM arrangement. The customer will be charged on a per Domain/VLAN basis. The nonrecurring charge applies in addition to all other applicable service charges.

* CSM will not be provided to new subscribers. Existing subscribers may continue to keep this feature; however, changes and/or moves will not be permitted.

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

4. Service Level Agreements (SLA)

Service Level Agreements (SLA) provide TLS Customers with Service Response Credits (SRC) applied to their Verizon telephone bill if the Company fails to meet certain operational and network thresholds. SLAs are available at no additional charge or fee to the Customer. This TLS SLA and SRC supersede the standard provisions stated in Section E.1.F (Interruption of Service).

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

The TLS SLA includes the following measurements:

- Operational SLAs
    - Mean Time to Repair (MTTR)
    - Network Availability
- Network Performance SLAs
    - Ethernet Virtual Circuit (EVC) Class of Service (CoS) Performance
        - Data Delivery Ratio (DDR)
        - Round Trip Delay (RTD)
        - Jitter

The SLA SRC will apply to the following TLS elements:

- UNI Port with Access Line Connection
- Ethernet Virtual Circuit (EVC) Bandwidth, excluding EVPLAN EVCs

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

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

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

4. Service Level Agreements (SLA) Continued)

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

a. Operational Service Level Agreements (SLAs)

(1) Mean Time to Repair (MTTR)

MTTR is the average mean time for the Company to repair Customer-reported interruptions of service that are caused by conditions within the Company's network. A TLS service is interrupted when it becomes unusable to the Customer because of a failure of a facility component within the Company's network that is used to furnish service under this Product Guide, Part E.

MTTR Measurement

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

(a) periods when Customer testing is occurring;

(b) periods when the Company is awaiting the Customers authorization to commence work on a TLS Access Line;

(c) periods when the Company is denied access to the Customer's premises or facilities as necessary to diagnose, repair or test;

(d) periods following a repair of a TLS Access line when the ticket is held open by the Customer to ensure the trouble is resolved; and

(e) any time period during which any of the SLA Exclusions listed in Section B.4.d), following existed.

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

4. Service Level Agreements (SLA) Continued)

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

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

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

MTTR SRCs

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

(2). Network Availability

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

Network Availability Measurement

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

((24 X Number of Days in Month X Number of TLS Port Connections) – (Number of Hours Out of Service during Month))/(24 X Number of Days in Month X Number of TLS Port Connections).

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

Network Availability SRCs

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

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)
4. Service Level Agreements (SLA) Continued)

b. Network Performance SLAs

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

ERS - Real Time EVC bandwidth CoS, and

ERS - Priority Data EVC bandwidth CoS.

All other EVCs do not qualify for Network Performance SLAs, including EVPLAN EVCs.

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

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

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

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)
4. Service Level Agreements (SLA) Continued)
b. Network Performance SLAs (Continued)

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

(1). Data Delivery Ratio (DDR)

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

Real Time EVC Bandwidth - Data Delivery Ratio

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

Real Time EVC Bandwidth - Data Delivery SRCs

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

Priority Data EVC Bandwidth - Data Delivery Ratio

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

Priority Data EVC Bandwidth - Data Delivery SRCs

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

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)
4. Service Level Agreements (SLA) Continued)
b. Network Performance SLAs (Continued)

(2) Round Trip Delay (RTD)

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

Real Time EVC Bandwidth - Delay Measurement

The Company threshold for Delay is 20 milliseconds.

Real Time EVC Bandwidth - Delay SRCs

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

Priority Data EVC Bandwidth - Delay Measurement

The Company threshold for Delay is 50 milliseconds.

Priority Data EVC Bandwidth - Delay SRCs

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

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

4. Service Level Agreements (SLA) Continued)

b. Network Performance SLAs (Continued)

(3) Jitter

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

Real Time EVC Bandwidth - Jitter Measurement

The Company threshold for Delay is 5 milliseconds.

Real Time EVC Bandwidth - Jitter SRC

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

c. Validation for Operational and Network Performance SLAs

(1) Customer Validation

Operational SLAs:

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

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

4. Service Level Agreements (SLA) Continued)

c. Validation for Operational and Network Performance SLAs (Continued)

(1) Customer Validation (Continued)

Network Performance SLAs:

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

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

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

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

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

(2) Company Validation

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

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

4. Service Level Agreements (SLA) Continued)

d. SLA Exclusions

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

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

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

(3) Service troubles closed due to the Customer's action;

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

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

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

(7) Scheduled maintenance and downtimes;

(8) Unavailability of network monitoring or management equipment or reporting;

(9) Any other reason outside the control of the Company

DESCRIPTION OF ADVANCED DATA SERVICES

B. TRANSPARENT LAN SERVICES (Continued)

4. Service Level Agreements (SLA) Continued)

e. Limitation on SRCs

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

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

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

5. Rates and Charges

For rates and charges, see Part E, Section 3.B of this Product Guide.

DESCRIPTION OF ADVANCED DATA SERVICES

C. ASYNCHRONOUS TRANSFER MODE CELL RELAY SERVICE (ATM CRS) (C)
(Asynchronous Transfer Mode Cell Relay Service (ATM CRS) is withdrawn. See Paragraph 2.C.1.)

1. Effective December 31, 2021, Asynchronous Transfer Mode Cell Relay Service (ATM CRS) service in this Product Guide is withdrawn. A reasonable transition period beyond December 31, 2021 may be permitted where the Company determines that additional time is needed to establish a replacement service or for complex services that the Company determines require additional time to complete the disconnection of all circuits.] (C)]

2. General

This section contains definitions, terms, conditions and charges applicable to the provision of Asynchronous Transfer Mode (ATM) Cell Relay Service (CRS) furnished by the Company within the State of New York, where conditions and facilities permit.

3. Description

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

The UNI Port With Access Line Connection is a dedicated high capacity digital line that provides a link from the Customer's premises to one of Company's ATM CRS hubs. UNIs are also provisioned as a Port Only Connection as defined in Paragraph C.3.2.3.3(B) following and an Inverse Multiplexing ATM (IMA) Port With Access Line Connection as defined in Paragraph C.4.f.

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

UNIs, Port Only Connections, PVCs and SVCs are further described in Paragraph 2.C.4 following.

DESCRIPTION OF ADVANCED DATA SERVICES (Continued)

C. ASYNCHRONOUS TRANSFER MODE CELL RELAY SERVICE (ATM CRS) (Continued) (C)
(Asynchronous Transfer Mode Cell Relay Service (ATM CRS) is withdrawn. See Paragraph 2.C.1 preceding.)

4. Service Components

The major components of ATM CRS are:

a User Network Interface (UNI) Port With Access Line Connections

UNI Port With Access Line Connections, which are available at the DS1, DS3, OC3c, and OC12c levels, provide dedicated transport between Customer-designated premises and an ATM CRS hub. There are two types of UNIs: Full and Incremental. The Full UNI includes all available bandwidth in one rate, and the Incremental UNI is sold and provisioned with PVC and/or SVC bandwidth increments. The DS1 UNI is not offered in increments.

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

UNIs are provided at nominal data rates of 1.544 Mbps (DS1), 45 Mbps (DS3), 155.52 Mbps (OC3c), or 622 Mbps (OC12c). OC3c and OC12c are provided as a concatenated signal in STS-3c and STS-12c (Synchronous Transport Signal) formats, respectively. The actual throughput into CRS is less than the line rate for the UNI provided.

The rates and charges for a UNI are differentiated by the capacity of the UNI, the location where the UNI originates (i.e., Customer-designated premises) and mileage ranges (expressed as tiers) associated with extending the UNI to the wire center designated as the ATM CRS hub.

The OC3c and OC12c UNI Port With Access Line Connections are provisioned on either Protected or Protected Diverse Synchronous Optical Network (SONET) facilities. SONET is a standards-based fiber optic communication network that transports both asynchronous and synchronous digital signals using the Synchronous Transport Signal (STS) format. ATM OC3c and OC12c Protected SONET UNI Port With Access Line Connections are provisioned over SONET as a survivable service with an alternate (not diverse) facility between the central office and the Customer premises. ATM OC3c and OC12c Protected Diverse SONET UNI Port With Access Line Connections are provisioned over SONET as a survivable service with an alternate and diverse path between the ATM CRS hub and the Customer premises. DS3, OC3c, OC12c and other interfaces, both electrical and optical, are supported and defined to the technical specifications set forth in Paragraph 2.C.5 following.

DESCRIPTION OF ADVANCED DATA SERVICES

C. ASYNCHRONOUS TRANSFER MODE CELL RELAY SERVICE (ATM CRS) (Continued)
(Asynchronous Transfer Mode Cell Relay Service (ATM CRS) is withdrawn. See Paragraph 2.C.1 preceding.) (C)

4. Service Components (Continued)

b Port Only Connections
.
Port Only Connections can be established as a User Network Interface (UNI) arrangement. The UNI Port Only connection provides an ATM Cell Relay Network connection based on the port connection speeds of DS1, DS3, OC3c and OC12c. The ATM port speed will be consistent with the channel speed of the access channel. The actual throughput of Customer traffic cannot exceed the bandwidth of the access channel and port speed.

UNI Port Only Connections are available as either Incremental or Full. This refers to the bandwidth that is required to provision PVCs on the port. Incremental ports come with no bandwidth and bandwidth is purchased in increments based on Customer bandwidth requirements. Full ports come with all bandwidth included up to the maximum rate of the port. Each port can accommodate multiple PVCs or SVCs depending on the bandwidth purchased. UNI Port Only is available with one-year, two-year, three-year and five-year terms.

Customers may access Port Only Connections via Company-provided digital access facilities or via facilities provided by another carrier. When access facilities are provided by the Company, the associated provisions, rates and charges under the appropriate Company Tariff or section of this Product guide shall apply in addition to the provisions, rates and charges associated with ATM CRS. Company-provided access facilities may also be provisioned on an Individual Case Basis (ICB) where access facilities are not generally available under the applicable Product Guide/tariff. Interconnection charges to connect access line services provided by the Company or another carrier may apply and will be billed separately. Any special construction or nonstandard charges assessed by the carrier supplying the access facilities will be the responsibility of the Customer.

DESCRIPTION OF ADVANCED DATA SERVICES

C. ASYNCHRONOUS TRANSFER MODE CELL RELAY SERVICE (ATM CRS) (Continued) (C)
(Asynchronous Transfer Mode Cell Relay Service (ATM CRS) is withdrawn. See Paragraph 2.C.1 preceding.)

4. Service Components (Continued)

c. Permanent Virtual Circuit (PVC)

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

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

d. Switched Virtual Circuit (SVC)

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

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

DESCRIPTION OF ADVANCED DATA SERVICES

C. ASYNCHRONOUS TRANSFER MODE CELL RELAY SERVICE (ATM CRS) (Continued)
(Asynchronous Transfer Mode Cell Relay Service (ATM CRS) is withdrawn. See Paragraph 2.C.1 preceding.) (C)

4. Service Components (Continued)

e. Effective Bandwidth

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

f. UNI Inverse Multiplexing ATM (IMA) Port With Access Line Connection

UNI IMA Port With Access Line Connection permits the provisioning of bandwidth greater than DS1 and less than DS3 by binding together multiple DS1 facilities. The inverse multiplexer at each end of the connection aggregates and de-aggregates multiple parallel DS1 leased lines into a single higher speed link. IMA will be offered as Full bandwidth only. Two to six DS1 facilities will be permitted in an IMA group providing nominal aggregated bandwidth from three to nine megabits per second. IMA allows for all class of service parameters up to the combined nominal line rate of the aggregated DS1s and all PVCs and/or SVCs that will fit within the bandwidth. Ordering of DS1s within an IMA group must be done in ascending order. Disconnecting DS1s within an IMA group must be done in a descending order. Customer must purchase a minimum of two IMA DS1s.

Requests to change existing UNI Port With Access Line Connections to UNI IMA Port With Access Line Connections will be treated as a disconnect and new install. Termination liability charges, as set forth in Paragraph 2.C.11 following, may apply.

DESCRIPTION OF ADVANCED DATA SERVICES

C. ASYNCHRONOUS TRANSFER MODE CELL RELAY SERVICE (ATM CRS) (Continued) (C)
(Asynchronous Transfer Mode Cell Relay Service (ATM CRS) is withdrawn. See Paragraph 2.C.1 preceding.)

5. Technical Specifications

a. Technical Specifications are delineated as follows:

(1) ATM CRS - Technical References TR-NWT-001112, GR-1110-CORE, GR-1248-CORE, and SR-3330.

(2) DS1 and DS3 signals - in TR-INS-000342.

(3) OC3c and OC12c signals – in GR-253-CORE, Issue 2.

(4) UNIs - in ATM Forum ATM User Network Interface Specifications V3.0, af-uni-0010.001, and V3.1, af-uni-0010.002.

b. Interface specifications for Customer-provided ATM CRS compatible premises equipment or devices must also be in accordance with the specifications defined in these documents.

6. Terms and Conditions

a. Provision Of Service

(1). At least one UNI Port With Access Line or Port Only or two UNI IMA Port With Access Lines, which has a maximum nominal capacity for DS1 (1.544Mbps), DS3 (45 Mbps), OC3c (155 Mbps), or OC12c (622 Mbps), must be provided. The OC3c UNIs are provisioned over Unprotected, Protected or Protected Diverse SONET facilities. The OC12c UNIs are provisioned over Protected or Protected Diverse SONET facilities. The Protected OC3c and OC12c SONET facilities provide a backup facility that automatically switches in the event of a failure on the primary facility. The Unprotected OC3c SONET facilities do not have an alternate facility.

(2) Unlimited usage is provided with each purchased bandwidth.

(3) Incremental UNIs must have at least one increment of effective bandwidth (either PVC or SVC) in order for traffic to traverse the network. The DS1, DS3, OC3c, and OC12c Full UNIs are equipped with the full effective bandwidth.

(4) When PVC bandwidth is purchased, one or more PVCs must be selected for Customer traffic to traverse the network.

DESCRIPTION OF ADVANCED DATA SERVICES

C. ASYNCHRONOUS TRANSFER MODE CELL RELAY SERVICE (ATM CRS) (Continued) (C)
(Asynchronous Transfer Mode Cell Relay Service (ATM CRS) is withdrawn. See Paragraph 2.C.1 preceding.)

6. Terms and Conditions (Continued)

a. Provision Of Service (Cont'd)

(5) Two types of PVCs, Virtual Channel Connections (VCCs) and Virtual Path Connections (VPCs) support the following Quality of Service (QoS) Classes:

(a) Constant Bit Rate (CBR)
(b) Variable Bit Rate real time (VBRrt)
(c) Variable Bit Rate non-real time (VBRnrt)
(d) Unspecified Bit Rate (UBR)

b. Tier Structure for Local Serving Offices

Locations (wire centers) that provide ATM CRS have been designated as ATM hubs. Each local serving office has been placed in Tier 1, 2 or 3, based on its location relative to the closest ATM CRS hub. Tiered mileage is structured as follows: Tier 1 is 0 to 5 miles, Tier 2 is over 5 to 25 miles, and Tier 3 is over 25 to 50 miles.

c. Service Functionality

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

d. Class of Service Parameters

The ATM CRS customer selects certain QoS classes with related parameters designed to support the intended application and/or CPE.

(1) Constant Bit Rate (CBR) supports the following parameters:

(a) Peak/Sustained Cell Rate consists of customer specified increments of 64 Kbps up to the maximum speed of the UNI.

(b) Non-conforming cells are discarded.

(c) Cell Delay Variation Tolerance (CDVT) levels are as follows:

DS1 = 600 microseconds
DS3 = 600 microseconds
OC3c = 600 microseconds
OC12c = 600 microseconds

DESCRIPTION OF ADVANCED DATA SERVICES

C. ASYNCHRONOUS TRANSFER MODE CELL RELAY SERVICE (ATM CRS) (Continued)
(Asynchronous Transfer Mode Cell Relay Service (ATM CRS) is withdrawn. See Paragraph 2.C.1 preceding.) (C)

6. Terms and Conditions (Continued)
d. Class of Service Parameters (Continued)

(2) Variable Bit Rate (VBR) (Real Time/Non-Real Time) supports the following parameters:

(a) Sustained Cell Rate (SCR) consists of customer specified in increments of 64 Kbps up to the maximum speed of the UNI.

(b) Peak Cell Rate (PCR) consists of customer selectable increments of 64 Kbps up to line rate. Default is 200% of SCR for PVCs. (The ratio of PCR to SCR will be signaled by CPE for SVCs. Therefore there is no default value.)

(c) Non-conforming cells are discarded.

(d) Cell Delay Variation Tolerance (CDVT) levels are as follows:

DS1 = 600 microseconds
DS3 = 600 microseconds
OC3c = 600 microseconds
OC12c = 600 microseconds

(e) Maximum Burst Size (MBS):

Is customer selectable
Has a default of 100 cells on PVCs
Is dependent upon the signaling on SVCs

(3). Unspecified Bit Rate (UBR) supports the following parameters:

(a) Has no QoS descriptors, i.e. CBR or VBR
(b) Is a Best-effort service
(c) Discards cells exceeding network capacity

DESCRIPTION OF ADVANCED DATA SERVICES

C. ASYNCHRONOUS TRANSFER MODE CELL RELAY SERVICE (ATM CRS) (Continued) (C)
(Asynchronous Transfer Mode Cell Relay Service (ATM CRS) is withdrawn. See Paragraph 2.C.1 preceding.)

6. Terms and Conditions (Continued)

e. Special Conditions

(1) ATM CRS is available where facilities and conditions permit. For locations where the Customer requests ATM CRS and digital or SONET facilities are not available, special construction charges may apply.

(2) Maintenance Window – To meet the Customer's requirements, occasional network upgrades must be performed. These network upgrades are needed to provide improved performance and new features. Generally these upgrades will be performed between the hours of 11 PM and 8 AM. Network upgrades are planned to provide Customers reasonable and timely notification in order to minimize any impact on the Customer's service.

f. The minimum period for ATM CRS is one month. Termination charges may apply.

7. Responsibility of the Customer

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

8. Responsibility of the Company

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

9. Application of Rates and Charges

a. Monthly Rates

(1) User Network Interfaces (UNIs) Port With Access Line Connection - A monthly rate applies on a per Port With Access Line basis, based on the speed (i.e., DS1, DS3, OC3c or OC12c) and/or type (i.e., Full or Incremental, SONET, Protected or Protected Diverse) of the access connection. UNI Port and Access is offered as a one-year, two-year, three-year or five-year Extended Service Plan (ESP). No nonrecurring charges apply.

DESCRIPTION OF ADVANCED DATA SERVICES

C. ASYNCHRONOUS TRANSFER MODE CELL RELAY SERVICE (ATM CRS) (Continued) (C)
(Asynchronous Transfer Mode Cell Relay Service (ATM CRS) is withdrawn. See Paragraph 2.C.1 preceding.)

9. Application of Rates and Charges (Continued)

a. Monthly Rates (Continued)

(2) User Network Interfaces (UNIs) Port Only Connection - A monthly rate applies on a per Port Only basis, based on the speed (i.e., DS1, DS3, OC3c or OC12c) and/or type (i.e., Full or Incremental) of the port only connection. UNI Port Only is offered as a one-year, two-year, three-year or five-year Extended Service Plan (ESP). No nonrecurring charges apply.

(3) Effective Bandwidth for Incremental UNIs **-** A monthly rate applies for incremental UNIs for CBR or VBR PVC and SVC bandwidth at 5 Mbps for DS3 or OC3c and at 15 Mbps for OC12c. A monthly rate also applies for incremental UNIs for UBR PVC and SVC bandwidth for DS3, OC3c and OC12c. No nonrecurring charges apply.

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

(4) UNI Inverse Multiplexing ATM (IMA) Port With Access Line Connection

A monthly rate applies on a per DS1 basis for each sequential DS1 ordered up to the desired bandwidth (i.e., 3 Mbps, 4.5 Mbps, 6 Mbps, 7.5 Mbps or 9 Mbps). IMA is offered as a one-year, two-year, three-year or five-year ESP. DS1s within an IMA group added subsequent to the initial installation of the first two DS1s will have their own term period. No nonrecurring charges apply.

b. Nonrecurring Charges

(1) Permanent Virtual Circuits (PVCs) - A nonrecurring charge applies per order for Virtual Channel Connection (VCC) or Virtual Path Connection (VPC). PVCs are ordered per UNI. If multiple UNIs are involved, a nonrecurring charge will apply to each UNI on which the virtual connections will reside. The nonrecurring charge does not apply when PVCs are installed at the same time as the respective UNI.

DESCRIPTION OF ADVANCED DATA SERVICES

C. ASYNCHRONOUS TRANSFER MODE CELL RELAY SERVICE (ATM CRS) (Continued) (C)
(Asynchronous Transfer Mode Cell Relay Service (ATM CRS) is withdrawn. See Paragraph 2.C.1 preceding.)

9. Application of Rates and Charges (Continued)
b. Nonrecurring Charges (Continued)

(2) Closed User Groups (CUG) – A nonrecurring charge applies per order and per UNI for each CUG established and for each subsequent CUG member added to a CUG. The nonrecurring charge does not apply when a CUG is installed at the same time as the respective UNI.

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

c. Special Facilities Routing – The Customer may request that the facilities used to provide ATM CRS be specially routed. Additional charges will apply based on cost.

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

e. Moves – When the Customer requests a move or relocation of the UNI, the move or relocation will be treated as a termination of the existing service and the establishment of a new service for the application of all charges.

10. Extended Service Plan (ESP)

The ATM CRS UNI Port With Access Line Connection, UNI Port Only, and UNI IMA Port With Access Line Connection rate elements are available under an ESP.

ESPs are comprised of term commitments of one, two, three and five years at the applicable rates set forth in Part E, Section 3 of this Product Guide regardless of when they subscribe to an ESP arrangement.

DESCRIPTION OF ADVANCED DATA SERVICES

C. ASYNCHRONOUS TRANSFER MODE CELL RELAY SERVICE (ATM CRS) (Continued)
(Asynchronous Transfer Mode Cell Relay Service (ATM CRS) is withdrawn. See Paragraph 2.C.1 preceding.) (C)

11. Termination Liability

Termination Liability does not apply to Asynchronous Transfer Mode Cell Relay Service.

12 Rates and Charges

For rates and charges, see Part E, Section 3.C of this Product Guide.