ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS)

1. DEFINITIONS

Domain - Closed User Groups, also known as Virtual LANs (VLANs), which are used to provide traffic separation, privacy and security between customers on the shared switch and backbone. Users in a group can only access their own data.

Megabit Per Second (Mbps.) - The speed where data is being transferred in the network, where one Megabit Per Second equals to the transfer rate of 1 million bits of data in 1 second.

Gigabit Per Second (Gbps.) - the speed where data is being transferred in the network, where one Gigabit per Second equals to the transfer rate of 1 million bits of data in 1 second. (C)

Nanometers (nm) - Wavelength frequency equivalent to 1 billionth of a meter.

2. SERVICE DESCRIPTION

Transparent LAN Service (TLS) is a high speed data service which uses a shared fiber network to allow for the interconnection of Local Area Networks (LANs) across selected metropolitan areas in the same Local Access Transport Area (LATA). TLS delivers high speed data service to the interface at speeds of 10 Mbps, 100 Mbps, and 1000 Mbps and 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.

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) is a connection-less Ethernet TLS service that allows connectivity among multiple customer designated locations within a LATA.

With the EMS service type, Ethernet TLS protects data privacy by using closed user groups (CUGs), also known as virtual LANs. CUGs or virtual LANs are used to provide traffic separation, privacy and security between customers on the shared switch and backbone. 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.

TLS may be used to access shared networks. In such cases, subscribers in a CUG can only access their own data.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

2. SERVICE DESCRIPTION – Cont'd

Ethernet Relay Service (ERS) is 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, each 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, and shared network services within a given domain. (C)

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.

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. (N) | (N)

Six (6) EVC service classes are available for use with the ERS service type: (C)

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

ERS-Priority Data (ERS-PD) is designed for customer applications which do not require low delay, but require a 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) are designed for customer applications which require a 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 10Gbps UNI Speed (C) | (C)

An ERS EVC can include 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 B, PD and RT Class of Service Ethernet frames by one of the following choices, as appropriate: (C) (C)

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).

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

3. CONDITIONS

(a) A TLS network will be limited to central offices in a specific geographic location. Customers gain access to the shared TLS network via a switch, node or other Utility equipment delivering service through a shared fiber path or network infra-structure and 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. (C)

(b) TLS is available to customers whose serving central office is a TLS equipped central office and is located within the maximum allowable range of the serving central office. The maximum allowable fiber range is determined by the dB loss rate where the actual distance between the TLS equipped serving wire center and the customer's location will vary based on the specifics of the facility used in each serving arrangement.

(c) 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, as specified in regulation above.

(d) The standard Customer connectivity model for UNI Port and 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 and 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 with an alternate (non diverse) facility between the Customer's location and the TLS equipped central office. The optical protected interoffice charge is applicable to 1000 Mbps speed when interoffice facilities are required.
- Protected Diverse: Customer connectivity is provisioned over an optical transport system 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 1000 Mbps speed when interoffice facilities are required. The diverse fiber path does not include dual entrances at the customer premises and company wire centers. The customer may request dual entrances subject to special construction charges and availability of facilities.
- 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.

When a Customer elects to have TLS served from a remote Central Office (CO), because the serving CO is not TLS equipped, it is Customer's responsibility to monitor the status of TLS equipment availability in the serving CO and to decide whether or not to initiate a reroute of TLS facilities when local service is available. The charges to reroute service will be identical to a new installation.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

3. CONDITIONS - Cont'd

(e) Provision of Service

TLS service consists of the following components:

- 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.
- Ethernet Virtual Circuit (EVC), where applicable
- Interoffice mileage, where applicable.
- Optional Features
  - Customer Service Management (CSM)* (C)
  - Dedicated port on the switch.
  - Interoffice Mileage, where (applicable).

(*) Effective February 7, 2011, CSM service has been withdrawn and is no longer available. (N)

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

3. CONDITIONS – Cont'd

(e) Availability of Service

TLS will be provided seven days a week, 24 hours a day, from central offices equipped to provide this service.

ERS Service, including Premier Access Lines and ERS-Std, ERS-B, ERS-PD, ERS-RT EVPLAN-B and EVPLAN-RT EVCs, as defined in Sec L, 2, will only be available from Central Offices equipped to support ERS service. (C) (C)

(f) Connections

The network interface device (NID) is the LAN interface on the TLS equipment at the customer's premises. The interfaces are as follows: 10 Mbps Ethernet RJ45, 100 Mbps Ethernet RJ45, 1000 Mbps or 10,000 Mbps Ethernet multi-mode optical Connector.

The customer is responsible for any inside wire required to connect the LAN to the TLS equipment.

The customer is also responsible for the installation, operation and maintenance of any customer-provided equipment.

Verizon has the service responsibility up to and including the network interface device (NID).

(g) Limitations

The customer's location must be within the maximum allowable range of the TLS equipped central office, as defined in 3 preceding.

(h) Maintenance Window

To meet the customers' 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 11:00 PM and 6:00 AM. When network upgrades are planned, Verizon will attempt to provide customers reasonable and timely notification in order to minimize any impact on the customers' service.

(i) Technical Specifications

The technical specifications for TLS are delineated in IEEE802.3-2000.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

3. CONDITIONS – Cont"d

(10) Transmission Mode

The transmission mode supported is dependent on the access rate, also known as the interface. 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 access,1000 Mbps or 10 Gbps access is full duplex.

(11) TLS is available where facilities and conditions permit. In the event facilities are not available, special construction charges as specified in Verizon Virginia Inc., Tariff 203, Section 2,B.3. and Verizon South Inc., Section 5, S5.1.7, Special Construction, may apply.

4. APPLICATION OF RATES AND CHARGES

(a) The following rate elements are applicable to TLS:

- UNI Port with Access Line Connection
- Ethernet Virtual Circuit (EVC)
- Interoffice Mileage
- Domain/LAN Extension Equipment Changes
- Optional Features
  - Customer Service Management (CSM)*

(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, or 1000 Mbps or 10 Gbps). The Standard Access Line is offered as a Month-to-Month Option, or as a 3- or 5- Year Term Commitment Plan. A nonrecurring charge will apply for the installation of the Standard Access Line when a customer subscribes to the Month-to-Month Option.

(i) Standard Access Line (available for EMS or ERS Service Type).

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 3 or 5 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 Lines is offered with three other type of UNI Port with Access Line Connections, where facilities exist. 10 Gbps is not available for these Protected options (C) (C) (C)

(ii) Protected Non-Diverse
(iii)Protected Diverse
(iv) Protected Private

(*) Effective February 7, 2011, CSM service has been withdrawn and is no longer available.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(a) The following rate elements are applicable to TLS: - Cont'd

(1) UNI Port with Access Line Connection - Cont'd

(ii) 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 Line allows Verizon, in most situations, to detect and recover a failure and move the customer's data to an alternate fiber pair in approximately one second in most instances. 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., 10 Mbps, 100 Mbps, 1000 Mbps). The Protected Access Line is offered as a Month-to-Month Option, or as a 3- or 5- Year Term Commitment Plan. Protected Access Line is only offered with a direct fiber UNI Port with Access Line Connection, where facilities exist. A nonrecurring charge will apply to the installation of a Protected Access Line provided on a Month-to-Month basis.

(iii) Premier Access Line (available for ERS Service Type only)

A monthly rate applies on a per -line basis, based on the speed of the access line (i.e., 10Mbps, 100 Mbps, 1000 Mbps). A Premier Access Line must be purchased in conjunction with some combination of ERS-B, ERS-PD and/or ERS-RT EVPLAN-B and/or EVLANRT EVC service classes, which are described in L.2. preceding. The Premier Access Line is offered on a Month-to-Month basis or as a 3- or 5- Year Term Commitment Plan. A nonrecurring charge applies to the installation of the Premier Access Line 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 UNIs allowed for EVC bandwidth is limited, where connections must comply with each of the following threshold requirements:

ERS-B less than or = to 500% of UNI speed
ERS-PD less than or = to 100% of UNI speed
ERS-RT less than or = to 100% of UNI speed
ERS-PD + ERS-RT less than or = to 100% of UNI speed
ERS-B + ERS-PD + ERS-RT less than or = to 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 type of UNI Port with Access Line Connections, where facilities exist.

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

(*) Effective February 7, 2011, CSM service has been withdrawn and is no longer available.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(a) The following rate elements are applicable to TLS: - Cont'd

(1) UNI Port with Access Line Connection - Cont'd

(iv) EMS Real Time (EMS-RT) Access Line (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., 100 Mbps, 1000 Mbps, or 10 Gbps). This enhanced service class configures a fixed portion of the UNI for Real Time Traffic, where each 100 Mbps UNI has CIR = 5 Mbps with EIR = 0, or 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- or 5- Year Term Commitment Plan. A nonrecurring charge applies to the installation of the EMS-RT 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, Premier Access Line is offered with three other type 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

(2) Ethernet Virtual Circuit (EVC)

For customers who order the ERS Service Type with a Standard Access Line, a monthly rate will apply on a per EVC bandwidth basis. ERS-Std is the only EVC class available with the ERS Standard Access Line. The EVC bandwidth must be equal to the bandwidth of the lowest speed of the end points it is connecting. ERS-Std EVCs are purchased on a Month-to-Month basis. A non-recurring setup charge will apply per ERS-Std 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-B, ERS –PD and/or ERS-RT bandwidth or combining EVPLAN-Basic and EVPLAN Reat 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 only 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 less than or = to 5 EVCs (C)
100 Mbps less than or = to 16 EVCs
1000 Mbps less than or = to 250 EVCs
10 Gbps less than or = 750 EVCs

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(a) The following rate elements are applicable to TLS: - Cont'd

(2) Ethernet Virtual Circuit (EVC) - Cont'd

ERS-Basic, ERS-Priority Data and ERS-Real Time, EVC bandwidth is 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	10 Mbps	100 Mbps	1000 Mbps	1000 Mbps	
ERS-PD	10 Mbps	100 Mbps	500 Mbps	500 Mbps	(C)
ERS-RT (or) EVPLAN-RT	10 Mbps 10 Mbps	100 Mbps 50 Mbps	100 Mbps 50 Mbps	100 Mbps N/A	(C)

(3) Interoffice Mileage

The Interoffice Mileage charge 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 Utility 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 in accordance with the then current terms as set forth in the 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 all UNI Port with Access Line connections. Optical protected mileage interoffice transport is available for the 1000M UNI speed. The protected transport option for 10/100Mbps, Protected Non-Diverse and Protected Diverse, UNI speeds includes optical protected interoffice transport when needed.

(4) Domain/LAN Extension Equipment Changes

Customer requests for changes in EMS Domains and replacement of LAN extension equipment will be charged a nonrecurring charge per location per change.

(5) Optional Features

(i) Customer Service Management (CSM)*

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

(*) Effective February 7, 2011, CSM service has been withdrawn and is no longer available.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(a) The following rate elements are applicable to TLS: - Cont'd

(5) Optional Features - Cont'd

(i) Customer Service Management (CSM)* - Cont'd (C)

Verizon 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 to the initial installation in addition to all other applicable service charges.

(b) Minimum Period

The minimum subscription period for TLS under the Month-to-Month Option is nine months. For example, if the customer discontinues the service in the seventh month, the customer will be billed the full monthly rate for the remaining two months. After the nine month minimum period, the TLS can be cancelled without termination liability with thirty days advance notice.

(c) Term Commitment Plans

The Standard Access Line, Protected Access Line*, Premier Access Line and/or EMS Real Time Access Line are offered under a 3 or 5 Year Term Commitment Plan. (C)

(d) Moves and Changes

When the customer requests a move or relocation of the Standard Access Line, Protected Access Line*, Premier Access Line or EMS Real Time Access Line 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 with the application of all installation charges. The imposition of Termination Liability, if any, shall be determined under Section 4(e) of this Product Guide. (C)

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 with the application of all charges. The imposition of Termination Liability, if any, shall be determined under Section 4(e) of this Product Guide.

Customer requests for changes in Domains and replacement of LAN extension equipment will be charged a nonrecurring charge per location per change.

(*) Effective February 7, 2011, CSM service has been withdrawn and is no longer available. (N)

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES – Cont'd

(a) The following rate elements are applicable to TLS: - Cont'd

(5) Optional Features - Cont'd

(e) Termination Liability

In the event TLS is terminated by the customer prior to completion of the initial 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 # of months remaining in term =
Termination Charge

Early termination charges will apply only to those rate elements under a term commitment period. If any 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.

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 term commitment,
Commit to a new term period,
Arrange for a change of service, or
Arrange for termination of the service.

In the event the Customer does not select one of the above options, the Customer will be converted to applicable month to month rates, for the same service.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES – Cont'd

(a) The following rate elements are applicable to TLS: - Cont'd

(e) Termination Liability - Cont'd

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 monetary value of the service under the new term commitment is equal to or greater than the remaining value of the service under the current term commitment, and the Company provides the new service via tariff, product guide 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.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(g) Service Level Agreements (SLAs)

Service Level Agreements (SLAs) provide TLS customers with Service Response Credits (SRCs) applied to their Verizon Virginia or Verizon South bill if Verizon fails to meet certain operational and network thresholds. SLAs are available at no additional charge or fee to the customer.

A customer is eligible for the SLA SRC given the customer adheres to the conditions stated within this section. The SLA specifies performance criteria against 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 (C)

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

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(g) Service Level Agreements (SLAs) – Cont'd

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

To receive credit, Verizon must receive from the customer a written request for credit within thirty (30) calendar days of the end of the monitoring period that the SRC is referencing. The customer's request for credit must be submitted to the appropriate Verizon entity (office or interface) in a manner prescribed by Verizon. 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.

1. Operational Service Level Agreements (SLAs)

(a) Mean Time to Repair (MTTR)

MTTR is the average mean time for Verizon to repair customer reported interruptions for service that is within Verizon's network. A TLS service is interrupted when it becomes unusable to the customer because of a failure of a facility component within Verizon's network that is used to furnish service under this product guide.

MTTR Measurement

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

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(g) Service Level Agreements (SLAs) - Cont'd

1. Operational Service Level Agreements (SLAs) - Cont'd

(a) Mean Time to Repair (MTTR) – Cont'd

MTTR Measurement - Cont'd

For purposes of this measurement, stop clock time refers to

(1) periods when the customer testing is occurring;

(2) periods when Verizon is awaiting the customer's authorization to commence work on a TLS Access Line;

(3) periods when Verizon is denied access to the customer's premises or facilities as necessary to diagnose, repair or test;

(4) 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,

(5) any time period during which any of the listed occurrences existed, as set forth in d. SLA Exclusions following.

The SLA shall not apply to cases of trouble where no trouble was found or 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 which have been out of service for longer than four (4) hours and have been reported by the customer via a trouble ticket to Verizon. The MTTR SRC credit excludes and is not applicable to scheduled maintenance, scheduled downtimes or delays resulting from an event of force majeure.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(g) Service Level Agreements (SLAs) - Cont'd

1. Operational Service Level Agreements (SLAs) - Cont'd

(b) 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

Verizon 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).

Verizon 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 Verizon.

Network Availability SRCs

If the overall Network Availability measurement is less than the threshold of 99.90% for a calendar month, Verizon 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.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(g) Service Level Agreements (SLAs) – Cont'd

2. Network Performance SLA

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

- Real Time EVC bandwidth CoS, and
- Priority Data EVC bandwidth CoS
- All other EVCs do not qualify for Network Performance SLA, including EVPLAN EVCs (C)

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.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(g) Service Level Agreements (SLAs) - Cont'd

2. Network Performance SLA - Cont'd

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

(a) 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

Verizon 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, Verizon 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 Verizon 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, Verizon 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.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(g) Service Level Agreements (SLAs) – Cont'd

2. Network Performance SLA - Cont'd

(b) 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

Verizon threshold for Delay is 20 milliseconds.

Real Time EVC Bandwidth - Delay SRCs

If the overall delay measurement does not meet the per month conformance, Verizon 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

Verizon threshold for Delay is 50 milliseconds.

Priority Data EVC Bandwidth - Delay SRCs

If the overall delay measurement does not meet the per month conformance, Verizon 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.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(g) Service Level Agreements (SLAs) – Cont'd

2. Network Performance SLA - Cont'd

(c) 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 to service frames that are compliant to the subscribed CIR profile.

Real Time EVC Bandwidth - Jitter Measurement

Verizon threshold for Delay is 5 milliseconds.

Real Time EVC Bandwidth - Jitter SRC

If the overall jitter measurement does not meet the per month conformance, Verizon 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.

3. Validation for Operational and Network Performance SLAs

(a) 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 Verizon entity in the manner prescribed by Verizon.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(g) Service Level Agreements (SLAs) – Cont'd

3. Validation for Operational and Network Performance SLAs - Cont'd

(a) Customer Validation (Cont'd)

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 Verizon 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.

(b) Verizon Validation

Verizon will research and validate the customer-submitted SRC in accordance with its own procedures and systems. Verizon 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.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(g) Service Level Agreements (SLAs) – Cont'd

4. SLA Exclusions

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

(a) 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 Verizon 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;

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

(c) Service troubles closed due to the customer's action;

(d) Service troubles repaired by Verizon prior to its receipt of a trouble report;

(e) 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 Verizon;

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

(g) Scheduled maintenance and downtimes;

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

(i) Any other reason outside the control of Verizon.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

4. APPLICATION OF RATES AND CHARGES - Cont'd

(g) Service Level Agreements (SLAs) – Cont'd

5. Limitations on SRCs

The combined total of any SRCs applied to the customer's TLS service for a calendar month is limited as follows:

(a) 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.

(b) 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.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

5. RATES AND CHARGES

a) Standard Access Line

(EMS or ERS) UNI port with Access

	Nonrecurring Charge	Monthly Rate	
Month to Month Plan [1]			
10 Mbps	$1,300.00	$1,200.00	
100 Mbps	1,300.00	2,400.00	
1000 Mbps	1,300.00	4,000.00	
10000 Mbps	1,300.00	ICB	
10 Gbps		11,000.00	(N)
Term Commitment Plans [2]			
Three Year Plan			
10 Mbps	N/A	1,000.00	
100 Mbps	N/A	2,000.00	
1000 Mbps	N/A	3,500.00	
10000 Mbps	N/A	ICB	
10 Gbps		9,500.00	(N)
Five Year Plan			
10 Mbps	N/A	900.00	
100 Mbps	N/A	1,800.00	
1000 Mbps	N/A	3,200.00	
10000 Mbps	N/A	ICB	
10 Gbps		8,500.00	(N)

(EMS) UNI Port with Standard Access – Protected Non-Diverse

	Non-recurring Charge	Monthly Rate
Month to Month Plan [1]		
10 Mbps.	$1,300.00	1,600.00
100 Mbps.	1,300.00	2,600.00
1000 Mbps.	1,300.00	9,000.00
Term Commitment Plans [2]		
Three Year Plan		
10 Mbps.	N/A	1,400.00
100 Mbps.	N/A	2,400.00
1000 Mbps.	N/A	8,000.00
Five Year Plan		
10 Mbps.	N/A	1,300.00
100 Mbps	N/A	2,100.00
1000 Mbps.	N/A	7,000.00

1 The minimum subscription period for the Month-to-Month Option is nine months.
2 See Section 4(a)(5)(e), of this Product Guide, for termination liability conditions.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

5. RATES AND CHARGES – Cont'd

a) Standard Access Line - Cont'd (C)

(EMS) UNI Port with Standard Access – Protected Diverse (C)

	Nonrecurring Charge	Monthly Rate
Month to Month Plan [1]		
10 Mbps.	1,300.00	$1,900.00
100 Mbps	1,300.00	3,000.00
1000 Mbps.	1,300.00	9,500.00
Term Commitment Plans [2]		
Three Year Plan		
10 Mbps.	N/A	1,800.00
100 Mbps.	N/A	2,800.00
1000 Mbps	N/A	8,500.00
Five Year Plan		
10 Mbps.	N/A	1,700.00
100 Mbps.	N/A	2,500.00
1000 Mbps.	N/A	7,500.00

(D)

(EMS) UNI Port with Standard Access – Protected Private (C)

	Non-recurring Charge	Monthly Rate
Month to Month Plan [1]		
10 Mbps.	1,300.00	700.00
100 Mbps	1,300.00	900.00
1000 Mbps	1,300.00	2,600.00
Term Commitment Plans [2]		
Three Year Plan		
10 Mbps.	N/A	600.00
100 Mbps.	N/A	800.00
1000 Mbps.	N/A	2,400.00
Five Year Plan		
10 Mbps.	N/A	500.00
100 Mbps.	N/A	700.00
1000 Mbps.	N/A	2,000.00

1 The minimum subscription period for the Month-to-Month Option is nine months.
2 See Section 4(a)(5)(e), of this Product Guide, for termination liability conditions.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

5. RATES AND CHARGES - Cont'd

b) Protected Access Line (PAL) [3]

	Non-recurring Charge	Monthly Rate	
Month to Month Plan [1]			
100 Mbps.	N/A	N/A	
1000 Mbps.	N/A	N/A	
Term Commitment Plans [2]			
Three Year Plan			
100 Mbps.	N/A	$3,000.00	
1000 Mbps.	N/A	5,200.00	
Five Year Plan			
100 Mbps.	N/A	2,700.00	
1000 Mbps.	N/A	4,800.00	

c) EMS - Real Time Access Line

(EMS) UNI Port with Real Time Access

	Non-recurring Charge	Monthly Rate	
UNI Port with Access			
Month to Month Plan [1]			
100 Mbps.	1,300.00	$2,500.00	
1000 Mbps.	1,300.00	4,500.00	
10000 Mbps	1,300.00	ICB	
10 Gbps		12,500.00	(N)
Term Commitment Plans [2]			
Three Year Plan			
100 Mbps.	N/A	2,100.00	
1000 Mbps.	N/A	4,000.00	
10000 Mbps.	N/A	ICB	
10 Gbps		11,000.00	(N)
Five Year Plan			
100 Mbps.	N/A	1,900.00	
1000 Mbps.	N/A	3,700.00	
10000 Mbps.	N/A	ICB	
10 Gbps		10,000.00	(N)

1 The minimum subscription period for the Month-to-Month Option is nine months.
2 See Section 4(a)(5)(e), of this Product Guide, for termination liability conditions.
3 Effective February 7, 2011, PAL and CSM services has been withdrawn and is no longer available.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

5. RATES AND CHARGES - Cont'd

c) EMS - Real Time Access Line – Cont'd (C)

EMS UNI Port with Real Time Access – Protected Non – Diverse (C)

	Non-recurring Charge	Monthly Rate
Month to Month Plan [1]		
10 Mbps.	N/A	N/A
100 Mbps.	1,300.00	2,700.00
1000 Mbps	1,300.00	10,000.00
Term Commitment Plans [2]		
Three Year Plan		
10 Mbps.	N/A	N/A
100 Mbps.	N/A	2,500.00
1000 Mbps.	N/A	9,000.00
Five Year Plan		
10 Mbps.	N/A	N/A
100 Mbps.	N/A	2,300.00
1000 Mbps.	N/A	8,500.00

EMS UNI Port with Real Time Access – Protected Diverse (C)

	Non-recurring Charge	Monthly Rate
Month to Month Plan [1]		
10 Mbps.	N/A	N/A
100 Mbps.	1,300.00	3,250.00
1000 Mbps.	1,300.00	11,000.00
Term Commitment Plans [2]		
Three Year Plan		
10 Mbps.	N/A	N/A
100 Mbps	N/A	3,000.00
1000 Mbps	N/A	10,000.00
Five Year Plan		
10 Mbps.	N/A	N/A
100 Mbps.	N/A	2,750.00
1000 Mbps.	N/A	9,000.00

1 The minimum subscription period for the Month-to-Month Option is nine months.
2 See Section 4(a)(5)(e), of this Product Guide, for termination liability conditions.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

5 RATES AND CHARGES - Cont'd

c) EMS - Real Time Access Line – Cont'd (C)

EMS UNI Port with Real Time Access – Protected Private (C)

	Non-recurring Charge	Monthly Rate
Month to Month Plan [1]		
10 Mbps.	N/A	N/A
100 Mbps.	1,300.00	950.00
1000 Mbps.	1,300.00	2,700.00
Term Commitment Plans [2]		
Three Year Plan		
10 Mbps	N/A	N/A
100 Mbps.	N/A	850.00
1000 Mbps.	N/A	2,700.00
Five Year Plan		
10 Mbps.	N/A	N/A
100 Mbps.	N/A	750.00
1000 Mbps.	N/A	2,100.00

d) ERS – Premier Access Line (C)

	Non-recurring Charge	Monthly Rate
Month-to-Month Option [1]		
10 Mbps	1,300.00	1,075.00
100 Mbps	1,300.00	1,200.00
1000 Mbps	1,300.00	2,400.00
10000 Mbps	1,300.00	10,000.00
Term Commitment Plans [2]		
Three Year Term		
10 Mbps	N/A	875.00
100 Mbps	N/A	1,000.00
1000 Mbps	N/A	2,000.00
10000 Mbps	N/A	9,000.00
Five Year Term		
10 Mbps	N/A	750.00
100 Mbps	N/A	900.00
1000 Mbps	N/A	1,800.00
10000 Mbps	N/A	8,000.00

1 The minimum subscription period for the Month-to-Month Option is nine months.
2 See Section 4(a)(5)(e), of this Product Guide, for termination liability conditions.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

5. RATES AND CHARGES - Cont'd

d) ERS – Premier Access Line (Cont'd) (C)

(ERS) UNI Port with Premier Access – Protected Non-Diverse (C)

	Non-recurring Charge	Monthly Rate
Month to Month Plan [1]		
10 Mbps.	1,300.00	$1,050.00
100 Mbps.	1,300.00	1,900.00
1000 Mbps.	1,300.00	7,500.00
Term Commitment Plans [2]		
Three Year Plan		
10 Mbps.	N/A	900.00
100 Mbps.	N/A	1,600.00
1000 Mbps.	N/A	7,000.00
Five Year Plan		
10 Mbps	N/A	750.00
100 Mbps.	N/A	1,450.00
1000 Mbps.	N/A	6,500.00

(ERS) UNI Port with Premier Access – Protected Diverse (C)

	Non-recurring Charge	Monthly Rate
Month to Month Plan [1]		
10 Mbps.	1,300.00	1,200.00
100 Mbps.	1,300.00	2,150.00
1000 Mbps.	1,300.00	9,000.00
Term Commitment Plans [2]		
Three Year Plan		
10 Mbps.	N/A	1,000.00
100 Mbps.	N/A	1,800.00
1000 Mbps	N/A	8,500.00
Five Year Plan		
10 Mbps	N/A	850.00
100 Mbps.	N/A	1,600.00
1000 Mbps.	N/A	8,000.00

1 The minimum subscription period for the Month-to-Month Option is nine months.
2 See Section 4(a)(5)(e), of this Product Guide, for termination liability conditions.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

5. RATES AND CHARGES - Cont'd

d) ERS – Premier Access Line (Cont'd) (C)

(ERS) UNI Port with Premier Access – Protected Private (C)

	Non-recurring Charge	Monthly Rate
Month to Month Plan [1]		
10 Mbps.	1,300.00	$ 600.00
100 Mbps.	1,300.00	700.00
1000 Mbps.	1,300.00	1,700.00
Term Commitment Plans [2]		
Three Year Plan		
10 Mbps.	N/A	500.00
100 Mbps.	N/A	600.00
1000 Mbps.	N/A	1,550.00
Five Year Plan		
10 Mbps.	N/A	400.00
100 Mbps	N/A	500.00
1000 Mbps.	N/A	1,400.00

1 The minimum subscription period for the Month-to-Month Option is nine months.
2 See Section 4(a)(5)(e), of this Product Guide, for termination liability conditions.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

5. RATES AND CHARGES – Cont'd

e) ERS – Ethernet Virtual Circuit (C)

	Non-recurring Charge	Monthly Rate	
ERS Standard, Premier and EVP-LAN EVC Setup, per EVC	$ 200.00	N/A	(C) (C)
(ERS) EVC Standard (ERS-Std), per EVC			(C)
10 Mbps	$200.00	$ 50.00	
100 Mbps	200.00	100.00	
1000 Mbps	200.00	200.00	
(ERS) EVC Premier Basic - (ERS-B) Bandwidth, per Class			(C)
1 Mbps	N/A	15.00	
2 Mbps	N/A	30.00	
3 Mbps	N/A	45.00	
4 Mbps	N/A	60.00	
5 Mbps	N/A	75.00	
6 Mbps	N/A	90.00	
7 Mbps	N/A	105.00	
8 Mbps	N/A	120.00	
9 Mbps	N/A	135.00	
10 Mbps	N/A	150.00	
20 Mbps	N/A	300.00	
30 Mbps	N/A	450.00	
40 Mbps	N/A	600.00	
50 Mbps	N/A	750.00	
60 Mbps	N/A	850.00	
70 Mbps	N/A	950.00	
80 Mbps	N/A	1,050.00	
90 Mbps	N/A	1,150.00	
100 Mbps	N/A	1,250.00	
200 Mbps	N/A	1,350.00	
300 Mbps	N/A	1,450.00	
400 Mbps	N/A	1,550.00	
500 Mbps	N/A	1,650.00	
600 Mbps	N/A	1,740.00	
700 Mbps	N/A	1,830.00	
800 Mbps	N/A	1,920.00	
900 Mbps	N/A	2,010.00	
1000 Mbps	N/A	2,100.00	

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

5. RATES AND CHARGES – Cont'd

e) ERS – Ethernet Virtual Circuit - Cont'd (C)

	Nonrecurring Charge	Monthly Rate
(ERS) EVC Premier Priority Data (ERS-PD) Bandwidth, per Class (C)		
1 Mbps	N/A	$ 40.00
2 Mbps	N/A	80.00
3 Mbps	N/A	120.00
4 Mbps	N/A	160.00
5 Mbps	N/A	200.00
6 Mbps	N/A	220.00
7 Mbps	N/A	240.00
8 Mbps	N/A	260.00
9 Mbps	N/A	280.00
10 Mbps	N/A	300.00
20 Mbps	N/A	600.00
30 Mbps	N/A	900.00
40 Mbps	N/A	1,200.00
50 Mbps	N/A	1,500.00
60 Mbps	N/A	1,720.00
70 Mbps	N/A	1,940.00
80 Mbps	N/A	2,100.00
90 Mbps	N/A	2,300.00
100 Mbps	N/A	2,500.00
200 Mbps	N/A	2,700.00
300 Mbps	N/A	2,900.00
400 Mbps	N/A	3,100.00
500 Mbps	N/A	3,300.00

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

5. RATES AND CHARGES – Cont'd

e) ERS – Ethernet Virtual Circuit - Cont'd (C)

	Nonrecurring Charge	Monthly Rate
(ERS) EVC Premier Real Time (ERS-RT) Bandwidth, per Class (C)		
1 Mbps	N/A	$ 120.00
2 Mbps	N/A	240.00
3 Mbps	N/A	360.00
4 Mbps	N/A	480.00
5 Mbps	N/A	600.00
6 Mbps	N/A	660.00
7 Mbps	N/A	720.00
8 Mbps	N/A	780.00
9 Mbps	N/A	840.00
10 Mbps	N/A	900.00
20 Mbps	N/A	1,175.00
30 Mbps	N/A	1,450.00
40 Mbps	N/A	1,725.00
50 Mbps	N/A	2,000.00
60 Mbps	N/A	2,200.00
70 Mbps	N/A	2,400.00
80 Mbps	N/A	2,600.00
90 Mbps	N/A	2,800.00
100 Mbps	N/A	3,000.00

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

5. RATES AND CHARGES - Cont'd

e) ERS – Ethernet Virtual Circuit – Cont'd)

		Nonrecurring Charge	Monthly Rate	
ERS-LAN EVC Basic (EVPLAN-B) Bandwidth, per Class				(X) (N)
1 Mbps	-	$16.00		
2 Mbps	-	32.00		
3 Mbps	-	48.00		
4 Mbps	-	64.00		
5 Mbps	-	80.00		(X)
6 Mbps	-	96.00		
7 Mbps	-	112.00		
8 Mbps	-	128.00		
9 Mbps	-	144.00		
10 Mbps	-	160.00		
20 Mbps	-	315.00		
30 Mbps	-	470.00		
40 Mbps	-	625.00		
50 Mbps	-	780.00		
60 Mbps	-	885.00		
70 Mbps	-	990.00		
80 Mbps	-	1,095.00		
90 Mbps	-	1,200.00		
100 Mbps	-	1,305.00		
200 Mbps	-	1,410.00		
300 Mbps	-	1,515.00		
400 Mbps	-	1,602.00		
500 Mbps	-	1,715.00		
600 Mbps	-	1,810.00		
700 Mbps	-	1,905.00		
800 Mbps	-	2,000.00		
900 Mbps	-	2,095.00		
1000 Mbps	-	2,190.00		(N)

(x) Indicates material moved to Original Sheet 36. (N)

[1] Applies in addition to applicable rates and charges for all UNE Port with Access Line connections.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

5. RATES AND CHARGES - Cont'd (N)

e) ERS – Ethernet Virtual Circuit – Cont'd

		Nonrecurring Charge	Monthly Rate
ERS –LAN EVC Real Time (ERSLAN-RT) Bandwidth, per Class			
1 Mbps	-	$125.00	
2 Mbps	-	250.00	
3 Mbps	-	375.00	
4 Mbps	-	500.00	
5 Mbps	-	625.00	
6 Mbps	-	690.00	
7 Mbps	-	755.00	
8 Mbps	-	820.00	
9 Mbps	-	885.00	
10 Mbps	-	950.00	
20 Mbps	-	1,235.00	
30 Mbps	-	1,520.00	
40 Mbps	-	1,805.00	
50 Mbps	-	2,090.00	(N)

[1] Applies in addition to applicable rates and charges for all UNE Port with Access Line connections.

ADVANCED DATA SERVICES

A. TRANSPARENT LAN SERVICE (TLS) Cont'd

5. RATES AND CHARGES - Cont'd

	Nonrecurring Charge	Monthly Rate	
f) Interoffice Mileage, per line [1]			(C)
Per Mile	--	$100.00	
Per Optical Protected Mile	--	750.00	
Protected Non-Diverse and Protected Diverse Only			
g) TLS Domain/LAN Extension Equipment Changes			(C)
Per location, per change	$400.00	--	
h) Optional Features			(C)
Customer Service Management (CSM)*,			(C)
Per Domain	350.00	150.00	(X)

(X) Indicated material moved from 1st Revised Sheet 34. (N)
(*) Effective February 7, 2011, PAL and CSM services has been withdrawn and is no longer available. (N)
[1] Applies in addition to applicable rates and charges for all UNE Port with Access Line connections.