TERMS OF SERVICE

A. UNDERTAKING OF THE COMPANY

Channel Terminations other than Non-Competitive End User Channel Terminations, Channel Mileage, and associated Optional Features and Functions are included in this Product Guide. Terms of Service for other components needed to complete a circuit are available under Company FCC Tariffs as described in Part 0, Section 1.

1. Scope

   a. The Company does not undertake to transmit calls or messages under this Product Guide.

   b. The Company shall be responsible only for the installation, operation and maintenance of the Services it provides and only offers Services as expressly stated herein.

   c. The Company will, for maintenance purposes, test its Services only to the extent necessary to detect and/or clear troubles. Testing beyond normal parameters will be done as described in Part 0, Section 6.

   d. The Services offered under this Product Guide are available at such locations and in such geographic areas as determined by the Company in its sole discretion from time to time. Orders for Service are also subject to the availability of facilities and equipment. Where the Company determines that suitable facilities or equipment are not sufficient or do not exist to provide a Service, the Company in its sole discretion may offer to provide the Service subject to additional special construction. If the Customer agrees to the special construction charges and related terms, then the Company and Customer shall either enter into a separate agreement for such special construction, or enter into an amendment to an existing agreement, as mutually agreed to by the Company and Customer.

2. Successors and Assigns

   a. The Company may assign (in whole or relevant part) this Product Guide (or any order submitted by a Customer pursuant thereto) to an Affiliate or successor upon notice to a Customer.

   b. A Customer that purchases a Service(s) under this Product Guide pursuant to an order accepted by the Company may, upon providing prior written notice to the Company, assign or transfer to its Affiliate or successor the Customer's rights and obligations with respect to such Service(s); provided, however, that such assignment or transfer shall not be effective if the Company provides written notice within thirty (30) days after receipt of the Customer's notice that: (a) either Customer or such Affiliate (or successor) does not satisfy the Company's creditworthiness standards; or (b) either Customer or such Affiliate (or successor) is in default under any contractual or tariff obligations to the Company or a Company Affiliate. All rates, charges, terms and conditions contained in this Product Guide shall apply to such assignee or transferee that becomes effective under this section. Any such assignment or transfer of Services does not relieve or discharge the assignor or transferor from remaining (and the assignor or transferor thus shall remain) jointly and severally liable with the assignee or transferee for any obligations (including amounts owed to the Company) existing at the time of the assignment or transfer.

   c. All attempted assignments and transfers that do not conform to the requirements of this section shall be void without the prior written consent of the non-assigning or non-transferring party.

TERMS OF SERVICE

A. UNDERTAKING OF THE COMPANY (Cont'd)

3. Liability, Warranties, Indemnification

a. No Warranties. EXCEPT AS EXPRESSLY STATED IN THIS PRODUCT GUIDE, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED OR TO BE PROVIDED UNDER THIS PRODUCT GUIDE. **THE COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS EXPRESLLY STATED IN THIS PRODUCT GUIDE, CUSTOMER AGREES THAT SERVICES PROVIDED HEREUNDER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS OR WILL BE UNINTERRUPTED, ERROR- OR DEFECT-FREE, OR SECURE.**

b. Limitation of Liability

i. THE COMPANY'S ENTIRE LIABILITY (IF ANY) AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS PRODUCT GUIDE SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THIS PRODUCT GUIDE OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES PAID BY CUSTOMER FOR SERVICE TO WHICH THE CLAIMED DAMAGES RELATE DURING THE PERIOD IN WHICH SUCH CLAIMED DAMAGES OCCUR AND CONTINUE, AND IN NO EVENT SHALL SUCH PERIOD BE GREATER THAN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS FOR THE SPECIFIC SERVICES TO WHICH A CLAIM ARISES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO THE COMPANY. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY AND PROXIMATELY CAUSED BY THE COMPANY'S INTENTIONAL MISCONDUCT.

ii. EXCEPT AS OTHERWISE STATED IN SECTION A3B(IV) FOLLOWING, A PARTY, A PARTY'S AFFILIATES AND THE DIRECTORS, OFFICERS AND EMPLOYEES OF A PARTY AND A PARTY'S AFFILIATES SHALL NOT BE LIABLE TO THE OTHER PARTY, THE OTHER PARTY'S CUSTOMERS OR TO ANY OTHER PERSON IN CONNECTION WITH THIS PRODUCT GUIDE (INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH ANY BREACH, DELAY OR FAILURE IN PERFORMANCE, OF THIS PRODUCT GUIDE) FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, PUNITIVE OR LIKE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST REVENUES, PROFITS OR SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF THE PERSON WHOSE LIABILITY IS EXCLUDED BY THIS SECTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

iii. The limitations and exclusions of liability stated in Sections A3b(i) and (ii) above shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party) or otherwise.

TERMS OF SERVICE

A. UNDERTAKING OF THE COMPANY (Cont'd)
3. Liability, Warranties, Indemnification (Cont'd)
b. Limitation of Liability (Cont'd)

iv. Nothing contained in Section A3b(II) preceding shall exclude or limit liability: under Section A3c (Indemnification), or Part 2, Section 4 (Taxes and Surcharges); for damages resulting from the unauthorized or illegal use of a Service by Customer or its End Users, employees, agents, contractors, or other Persons who have use of Service through Customer; or, subject to Section A3b(vi) following, for a Claim for infringement of any patent, copyright, trade name, trade mark, service mark or other intellectual property interest.

v. Customer hereby acknowledges that the Company (as well as Company Affiliate) owned and/or licensed name(s), logos, trademarks, and service marks, patents, and other intellectual property now or hereafter owned, controlled or licensable by the Company are the sole property of Company and/or its Affiliates, and are good, valid, and enforceable in law and equity (**Company IP**). Except as may be expressly stated in this Product Guide, this Product Guide shall not be construed as granting a license with respect to any Company IP and Customer may not use any Company IP.

vi. The Company will defend the Customer against Claims of patent infringement arising solely from the use by the Customer of Services provided by the Company under this Product Guide and will indemnify, protect and save harmless such Customer for any compensatory damages finally awarded by a court or agreed upon in settlement by Company based solely on such Claims. The following are non-exclusive examples of Claims excluded from the Company's obligations under the preceding sentence: (a) claims arising out of the Customer's or its End User's content, (b) Claims for which the Customer is obligated to indemnify the Company under Section A3c following, (c) use of Service other than as specified in this Product Guide, and (d) Claims arising from the Customer's (or its End User's) acts combining or using a Service furnished by the Company in connection with services, facilities, equipment or the like furnished by the Customer (or its End User); (e) Claims arising from any modification by the Customer to any equipment or service furnished by the Company; or (f) Claims arising from any use by the Customer of an equipment or service furnished by the Company in a manner not expressly authorized by the Company. The Company's obligations under this section are conditioned upon Customer giving the Company written notice of the subject Claim promptly after becoming aware thereof and, prior to taking any material action with respect to the Claim, consulting with the Company and allowing the Company, at its own expense, to assume the defense (including settlement) of the Claim. Customer shall reasonably assist and cooperate with the Company in any such defense.

TERMS OF SERVICE

A. UNDERTAKING OF THE COMPANY (Cont'd)

3. Liability, Warranties, Indemnification (Cont'd)

c. Indemnification

The Customer agrees to defend, indemnify and save harmless the Company, its employees, Affiliates, agents and contractors (and the employees, agents and contractors of the Company's Affiliates) from and against any Claims by the Customer or any other Person arising from or in connection with any act or omission of the Customer (or the Customer's End User) in the course of using, reselling, or sharing any Service provided under this Product Guide. Such Claims include (i) any actual or alleged infringement of patent rights or other intellectual property rights (including without limitation any such Claims arising from modification of the Services or combining of the Services, or using the Services in connection with, any products, services, facilities or the like not provided by the Company, and unauthorized use, by the Customer or its End User, of the Services provided by the Company); (ii) the content of communication (e.g., fraud, defamation or copyright infringement, (iii) actual or alleged invasion of privacy, and (iii) proceedings to recover taxes, fines, or penalties for the Customer's failure to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to purchase acquire or operate the Services provided under this Product Guide, (iv) any Claim by Person(s) other than Customer (e.g., Customer's End Users) based on such Person(s) use (or claim that they should have had use) of the Services through Customer (or services Customer provides using the Services), including any Claim by such Person(s) arising out of or relating to any defect in the Services or the Company's provision or non-provision of Services offered under this Product Guide.

4. Company Notices

When the Company is required to notify a Customer under this Product Guide, the Company will provide notice by appropriate method that the Company, in its sole discretion, determines to be appropriate for the circumstances, including, by way of example: (i) posting the notice on a Company website, (ii) by bill insert or bill message, (iii) by letter or postcard via U.S. Postal Service, or by overnight delivery, to the Customer's billing address or other address available in the Company's records, (iv) by a call to the Customer's billed telephone number, (v) by an email to a Customer email address specified by the Customer or otherwise available in the Company's records, or (vi) electronic communication via a Company ordering system interface. Although the Company under certain circumstances may provide notice of a particular subject matter via more than one of the foregoing methods, such multiple notices are not required at any time, and a single notice via a single method is sufficient. If Applicable Law requires a particular method of notice, the Company shall use the method required by Applicable Law. All notices provided in accordance with this section shall be effective and binding.

5. Installation and Termination of Services

Subject to any Special Construction that may be required as specified in Section A1 preceding, the Services provided under this Product Guide will be installed by the Company to a mutually agreed Demarcation Point at a Customer-designated premises. A Service provided under this Product Guide has only one Demarcation Point per Customer premises. Any additional termination(s) beyond such Demarcation Point is the sole responsibility of the Customer. The location of the Demarcation Point does not alter the Customer's obligation to provide space, power, pathway, authorizations and the like as described in Section C3 following.

TERMS OF SERVICE

A. UNDERTAKING OF THE COMPANY (Cont'd)

6. Maintenance of Services

The Services provided under this Product Guide shall be maintained by the Company. Customer or other Persons may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the prior written consent of the Company.

Company will not maintain facilities or equipment provided by Customer or other Persons. Not later than thirty (30) days after disconnection or termination of a Service, Customer must disconnect from the Company's associated facilities and equipment any Customer facilities and equipment. Customer shall accomplish such disconnection at Customer's sole expense, under the Company's supervision if requested by the Company, and in a manner that does not damage the Company's facilities and equipment. Customer shall be responsible for and shall indemnify the Company from and against any damage, loss, cost or expense caused by such disconnection. If Customer fails to disconnect its facilities and equipment within the time period described above, then Company may disconnect it in a manner the Company deems reasonably appropriate, at Customer's sole risk and expense and without liability to the Company.

7. Changes and Substitutions

The Company in its sole discretion may (A) substitute, change or rearrange any facilities used in providing Service under this Product Guide, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities, or (D) change operations or procedures of the Company.

The Company shall not be responsible if any such substitution, change or rearrangement (A) renders obsolete or unavailable any Company Services offered under this Product Guide or any Customer furnished services or (B) requires Customer to modify or alter any Customer furnished services or (C) otherwise affects the use or performance of any Company Services offered under this Product Guide or any Customer furnished services. If such substitution, change or rearrangement renders obsolete or unavailable a Company Service currently in use by Customer, the Company will provide Customer with such written notice (if any) as may be required by Applicable Law or, in the absence of a notice requirement under Applicable Law, reasonable notice as determined by the Company. Customer shall be solely responsible for any costs and activities associated with accommodating any such substitutions, changes and rearrangements, including arranging for any replacement service that may be available that the Customer may wish to obtain for itself or its end user in cases where the substitution, change or rearrangement renders a service obsolete or unavailable.

TERMS OF SERVICE

A. UNDERTAKING OF THE COMPANY (Cont'd)

8. Refusal and Discontinuance of Service

a. The Company may terminate, suspend, or limit use of any Services provided under this Product Guide without liability and with notice (if any) as required by Applicable Law to Customer for the following reasons, without limitation of other reasons permitted elsewhere under this Product Guide or Applicable Law: (a) the Services are being used in violation of any applicable federal, state, or local law, ordinance, or regulation; (b) the Services are being used in an unauthorized or fraudulent manner; (c) the use of the Services adversely affects the Company's equipment or its service to others; (d) a court or other governmental authority having jurisdiction issues an order prohibiting the Company from furnishing the Services to Customer; (e) Customer fails to timely pay any charges for Services provided by the Company (except for charges that are subject to a bona fide dispute of which the Customer has notified the Company in accordance with Section D3 following); or (f) Customer fails to materially comply with any processes or procedures used by the Company (e.g., processes associated with ordering, maintenance, and repair functions) to provide Services hereunder.

b. Without limiting the Company's options under Section A8a preceding, if Customer fails to make a payment required by this Product Guide (including any payment required by Section D of amounts not subject to a good faith dispute of which Customer has provided notice in accordance with Section D3) or materially breaches any other material provision of this Product Guide, and such failure or breach continues for thirty (30) days after written notice thereof from the Company, the Company may, by written notice to Customer: (a) suspend the provision of any or all Services hereunder and/or (b) terminate the provision of all Services hereunder.

9. Limitation of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in technical standards as determined by Company from time to time.

10. Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, and routine preventative maintenance. Although such activities generally are not specific to Service provided to a particular Customer, they may affect many Services purchased by a Customer. No specific advance notification period is applicable to all Service-affecting activities.

11. Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services, subject to the Restoration Priority requirements of 47 C.F.R. Part 64.

TERMS OF SERVICE

B. GENERAL

1. Interference or Impairment

a. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company shall not (i) interfere with, damage or impair any service, facilities or equipment of the Company, its Affiliated companies, connecting carriers or other Customers of Services under this Product Guide, (ii) impair the privacy of any communications carried over any such services, facilities or equipment, or (ii) create hazards to the employees of any of them or the public.

b. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R., Section 68.108, if such characteristics or methods of operation are not in accordance with (a) preceding, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right, without liability to the Company, to temporarily discontinue forthwith the use of a Service if such action is reasonable under the circumstances. In case of such temporary discontinuance, where practicable, the Customer will be promptly afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowances as set forth in Part 0, Section 2 are not applicable.

2. Unlawful Use

Service provided under this Product Guide shall not be used for an unlawful purpose. The Company will discontinue, suspend, or refuse to furnish Service when it has reasonable grounds to believe that such Service is or will be used in violation of law.

3. Commingling

To the extent permitted under Section 51.318 of the Federal Communications Commission's rules and subject to the restrictions set forth therein, telecommunications carriers who obtain unbundled network elements or combinations of unbundled network elements, under Section 252 of the Act pursuant to an interconnection agreement with the Company or a Company tariff, may connect, combine, or otherwise attach such unbundled network elements or combinations of unbundled network elements to access Services purchased under this Product Guide except to the extent such agreement or tariff (1) expressly prohibits such commingling; or (2) does not address commingling and the requesting carrier has not negotiated an interconnection agreement (or amendment) expressly permitting such commingling. The rates, terms, and conditions of this Product Guide will apply to the Services that are commingled. Unbundled network elements or combinations of unbundled network elements that are commingled with Services under this Product Guide do not constitute a shared use arrangement as set forth in this Product Guide, and are therefore not eligible for adjustment of charges under such provisions.

4. Confidentiality and Privacy

Each of the Company and Customer is responsible for complying with the confidentiality and privacy laws to which it is subject and will not use or disclose confidential information pertaining to the other in connection with Services offered under this Product Guide except as permitted by Applicable Law or under a Separate Agreement or other authorization applicable to the Services offered under this Product Guide.

TERMS OF SERVICE

B. GENERAL (Cont'd)

5. Independent Contractor Relationship; Company Subcontractors

Each of the Company and Customer is an independent contractor. Neither Party controls the other, and neither Party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other Party with respect to Services or otherwise under this Product Guide. Notwithstanding any provision contained in this Product Guide to the contrary, the Company may assign or subcontract to a third Person or a third party (a **Subcontractor**) any or all of the Company's duties or obligations to Customer under this Product Guide. The Company shall be responsible for any acts or omissions of its Subcontractors.

6. Force Majeure Events

Subject to any Credit Allowance that may be owed for Service Interruptions as set forth in Section F1 following and When a Credit Allowance Does Not Apply as set forth in Section G following, the Company shall not be responsible for any delay or failure in performance that results from a Force Majeure Events, whether or not foreseeable by the Company. The Company shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and the Company (and the Customer, if affected) shall proceed to perform once the cause(s) are removed or cease. In no case shall a Force Majeure Event excuse Customer from an obligation to pay money as required by this Product Guide. Nothing in this Product Guide shall require the Company to settle any labor dispute except as the Company, in its sole discretion, determines appropriate.

7. Third Party Rights

Except as may be expressly set forth in this Product Guide, this Product Guide is for the sole benefit of the Company and Customers and their permitted assigns, and nothing herein shall create or be construed to provide any third Persons with any rights (including, but not limited to, any third party beneficiary rights) hereunder. Except as may be expressly set forth in this Product Guide, a Party shall have no liability under this Product Guide to the customers of the other Party or to any other Person. Customer shall ensure that its applicable tariffs, agreements, and other documents contain provisions to give effect to this provision.

8. Waiver, Severability and Integration

A failure or delay of the Company or the Customer to enforce any of the provisions Product Guide, or any right or remedy available under this Product Guide, or to exercise any option that is provided under this Product Guide, shall not be construed to be a waiver of such provisions, rights, remedies or options. A consent to waiver of or excuse for a breach or default by the Company or the Customer, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach or default. If any provision in this Product Guide is deemed illegal, invalid, or otherwise prohibited under Applicable Law, then this Product Guide shall be construed as if not containing such provision in the applicable state or jurisdiction, and the remaining terms and conditions of the Product Guide shall continue to apply. Except as set forth in a Separate Agreement with a particular Customer, this Product Guide supersedes any prior or contemporaneous agreement, understanding or representation on the subject matter hereof. The Customer agrees that no understandings, representations or warranties, express or implied, have been made or relied upon in accepting the terms of this Product Guide other than those contained in this Product Guide. This Product Guide may not be modified or waived except as set forth herein or in a Separate Agreement. Any purported changes made unilaterally by a Customer to any terms of this Product Guide, in a Customer order or otherwise, shall not be binding on the Company. The headings and captions used in this Product Guide are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Product Guide.

TERMS OF SERVICE

B. GENERAL (Cont'd)

9. Governing Law

The Company and Customer each shall remain in compliance with Applicable Law in the course of performing its obligations under this Product Guide. Customer, not the Company, is responsible for complying with import and export control laws, conventions, and regulations for all equipment, software and technical information that Customer (or its End User) moves or transmits between countries using Services under this Product Guide.

The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) to the extent not preempted or inconsistent with federal law, the laws of the State of New York, without regard to its conflicts of laws rules. Notwithstanding the foregoing, until such time as this Product Guide is revised in accordance with the terms hereof, the rates and charges set forth in this Product Guide shall apply notwithstanding any changes in Applicable Law from time to time.

C. OBLIGATIONS OF THE CUSTOMER

1. Orders and Processes

a. Customer may order Services pursuant to the applicable operational processes, procedures, systems, interfaces, and guidelines for obtaining Services under this Product Guide that the Company has posted on its applicable website or otherwise provided to Customer in writing.

b. Customer's submission of an order shall constitute its binding commitment to purchase the Services described in the order for the applicable service period subject to the rates, charges, terms and conditions of this Product Guide. After Customer's submission of an order, the Service will commence on the date when such Service has been installed and made available for Customer's use. The Company reserves and may exercise at any time the right to reject any order submitted hereunder for any reason.

c. Electronic Transactions and Records. Notwithstanding any other provision of the Product Guide, by ordering, paying for, and/or continuing to use a Service, Customer agrees to all of the following:

i. The Company may assign or make available user logon identifications (User IDs) and associated passwords for use by Customer and Customer's subcontractors and vendors in performing Electronic Transactions through the Company's secure website. Access to and use of the Company's secure website and the performance of Electronic Transactions by Customer or Customer's subcontractors and vendors will be subject to such terms of use as the Company may specify from time to time. Any and all Electronic Transactions performed through such User IDs are attributable to and binding upon the Customer.

ii. A contract formed through an Electronic Transaction or an Electronic Record is legally effective and enforceable.

iii. An Electronic Transaction and an Electronic Record satisfies any requirement of Applicable Law for a transaction or document to be in writing;

iv. An Electronic Transaction with an Electronic Signature and an Electronic Record with an Electronic Signature satisfies any requirement of Applicable Law for a transaction or document to be signed.

TERMS OF SERVICE

C. OBLIGATIONS OF THE CUSTOMER (Cont'd)

1. Orders and Processes (Cont'd)

c. Electronic Transactions and Records (Cont'd)

v. Providing, sending or delivering information in an Electronic Record that can be printed or stored by Customer at the time of receipt satisfies any requirement of Applicable Law to provide, send or deliver information in writing.

vi. A contract may be formed by Customer's interaction with an Electronic Agent of the Company, including by an interaction in which Customer perform actions that Customer is free to refuse to perform and which Customer knows or has reason to know will cause the Company Electronic Agent to complete the Electronic Transaction or performance.

vii. Electronic Transactions and Electronic Records together with their respective Electronic Signatures may be recorded and stored as an Electronic Record.

2. Ownership of Facilities and Theft

Facilities utilized by the Company to provide Service under the provisions of this Product Guide shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

3. Equipment Space and Power

Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide Services under this Product Guide at the points of termination of such Services. The equipment space provided shall meet industry standard environmental conditions. The selection of ac or dc power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements (including, by way of example, any permits, easements, and/or other access rights that the Company requires, as well as a path for, and installation of, conduit, inner duct, riser shaft, or other activities or facilities that the Company requires) in order that the Company, at no charge to Company, will have access to such spaces at reasonable times for installing, testing, repairing or removing Company Services.

To the extent that Customer or its End User needs any additional facilities, equipment, space, power, materials or the like (collectively, for purposes of this Section C3, **Customer Facilities**) in order to use Company-provided Services hereunder, it shall be Customer's responsibility to procure, install and maintain such Customer Facilities. Customer, at no charge to the Company, shall ensure that all Customer Facilities are properly interconnected with (and do not cause interference with) the Services, facilities, and equipment provided by the Company. The Company shall not be liable for any damages or losses caused by the failure of Customer Facilities and if any Customer Facilities cause damage to the Company, its customers, and/or its providers, Customer shall be liable therefor. Customer is also solely responsible for the selection, implementation, and maintenance of security features for protection against unauthorized or fraudulent use of Services, and the Company shall have no liability therefor.

TERMS OF SERVICE

C. OBLIGATIONS OF THE CUSTOMER (Cont'd)

4. Availability for Testing

The Services provided under this Product Guide shall be available to the Company at reasonable times to permit the Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

5. Design of Customer Services

Subject to the provisions of Section A7 preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

6. References to the Company

The Customer, if necessary to respond to a specific request that has not been solicited by Customer (either directly or by inference) from an End User or a prospective End User for information regarding the facilities on which a Service is provided, may advise the End User or prospective End User that certain Services are provided by the Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Company jointly participates in the Customer's services and shall otherwise comply with restrictions on the Company's intellectual property and the like as set forth herein.

7. Coordination with Respect to Network Contingencies

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

8. Jurisdictional Report Requirements

a. A Mixed Use Special Access Service is a Special Access Service (line) which carries both intrastate and interstate traffic.

When the Customer orders a Mixed Use Special Access Service (line) which is entirely or partially physically intrastate, the Customer must certify to the Company whether the physically intrastate portion of the service (line) is considered to be jurisdictionally intrastate or jurisdictionally interstate as follows:

- If the Customer estimates that the interstate Special Access traffic on the service (line) involved constitutes ten percent or less of the total traffic on the service (line), the service (line) is considered to be jurisdictionally intrastate and will be provided in accordance with the applicable rates and terms and conditions of the appropriate intrastate tariff/Product Guide.

- If the Customer estimates that the interstate Special Access traffic on the service (line) involved constitutes more than ten percent of the total traffic on the service (line), the service (line) is considered to be jurisdictionally interstate and will be provided in accordance with the applicable rates and terms and conditions in this Product Guide.

TERMS OF SERVICE

C. OBLIGATIONS OF THE CUSTOMER (Cont'd)

8. Jurisdictional Report Requirements (Cont'd)

b. Special Access Jurisdictional Verification

If a dispute arises, the Company will ask the Customer to provide the data the Customer uses to determine the certified interstate percentage. The Customer shall supply the data within thirty (30) days of the Company request.

The Customer shall keep records of system design and functions from which the percentage was determined, and upon request of the Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages.

D. PAYMENT OF RATES AND CHARGES AND ASSURANCE OF PAYMENT

1. Assurance of Payment

Prior to or at any time during the provision of a service to the Customer, the Company in its sole discretion may require a Customer that does not have established credit with the Company or lacks creditworthiness as reasonably determined by the Company from time to time, to make a cash deposit and, at the Company's sole option, to provide a letter of credit to be held by the Company as a guarantee of the payment of rates and charges. The letter of credit must be an unconditional, irrevocable standby letter of credit naming the Company as the beneficiary thereof and otherwise in form and substance satisfactory to the Company from a financial institution acceptable to the Company in its sole discretion. The Customer may reasonably be determined to lack creditworthiness under this Section 2D1 for reasons including where the Customer: (a) fails (or has failed) to timely pay a bill rendered to the Customer by the Company or any of its Affiliates; (b) is unable to demonstrate that it is creditworthy to the Company's reasonable satisfaction from time to time; (c) defaults in a material obligation to the Company under this Product Guide; (d) is (or has been) acquired (whether in whole or by majority or controlling interest) by an entity that is insolvent, is subject to bankruptcy or insolvency proceedings, owes past due amounts to the Company or any of its Affiliates or that is a materially greater credit risk than Customer; or (e) is unable to pay its debts as such debts become due and payable, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition, adjustment of debts, or the like, has made an assignment for the benefit of creditors, or is subject to a receivership or similar proceeding.

The Company will notify the Customer of a deposit or letter of credit requirement. The Customer will be required to provide a letter of credit in form acceptable to the Company or make payment of such cash deposit prior to the provision of service in those cases where the Customer has not established credit with the Company, or otherwise within fifteen (15) business days of such notice.

Such cash deposit or letter of credit shall be in an amount equal to three (3) months anticipated charges (including both recurring and non-recurring charges), as reasonably determined by the Company.

TERMS OF SERVICE

D. PAYMENT OF RATES AND CHARGES AND ASSURANCE OF PAYMENT (Cont'd)

1. Assurance of Payment (Cont'd)

The Company may (but shall not be obligated to) draw upon the cash deposit or letter of credit in respect of any amounts to be paid by the Customer hereunder that are not paid within thirty (30) calendar days of the date that payment of such amounts is required by this Product Guide. If the Company draws upon the cash deposit or letter of credit, upon request by Company, the Customer shall provide a replacement or supplemental cash deposit or letter of credit conforming to the requirements of this Section 2D1.

Should the Customer fail to provide a cash deposit or letter of credit as required by this Section 2D1, such failure shall constitute an act of material breach. Without limiting any other rights or remedies to which the Company may be entitled as a result of such material breach, the Company shall have no obligation to perform under this Product Guide until such time as the Customer has provided the Company with the required cash deposit or letter of credit.

The fact that a cash deposit or letter of credit has been provided in no way relieves the Customer from complying with the Company's terms and conditions as to the prompt payment of bills. The Company's request for a cash deposit or letter of credit: (a) shall in no way relieve Customer from its obligation to comply with the requirements of this Product Guide as to advance payments and payment for services and (b) does not constitute a waiver or modification of the Company's rights pertaining to the discontinuance of services for nonpayment of any amounts owed to Company. At such time as the provision of the service to the Customer is terminated or the Company determines that a cash deposit or letter of credit is no longer required under this Section 2D1, the amount of the cash deposit will be credited to the Customer's account and any credit balance which will remain will be refunded or the letter of credit will be returned to the issuing bank.

2. Payment of Rates and Charges

Customer will pay the rates and charges (and satisfy all other requirements) set forth in this Product Guide, together with all applicable, taxes, fees, charges, and the like assessed pursuant to Applicable Law in connection with the Services. Such taxes, fees, charges, and/or the like assessed pursuant to Applicable Law are subject to change without notice to Customer.

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this Product Guide attributable to services, including, but not limited to, Maintenance of Service as set forth in Part 0, Section 6, established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all Services to be provided during the ensuing billing period except for charges associated with Service usage and for the Federal Government which will be billed in arrears.

a. The Company will establish a bill date each month for each Customer account. The bill will include rates and charges for the ensuing billing period for which the bill is rendered and any known unbilled rates and charges or other adjustments for prior periods. Payment for such bills is due as set forth in Section D2b following. If payment is not received by the payment date, as set forth in Section D2b following in Immediately Available Funds, a late payment penalty will apply as set forth in Section D2c following.

Although it is the intent of the Company to submit timely bills, failure by the Company to present bills to Customer in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of amounts on such bill, by the Company under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, Customer shall not be entitled to dispute the Company's bills based on the Company's failure to submit them in a timely fashion.

TERMS OF SERVICE

D. PAYMENT OF RATES AND CHARGES AND ASSURANCE OF PAYMENT (Cont'd)

2. Payment of Rates and Charges (Cont'd)

b. All bills for Service provided to the Customer by the Company, are due 31 days (payment date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday (i.e., New Year's Day, Martin Luther King Jr. Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the Customer as follows:

If such payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

c. Further, if any portion of the payment is received by the Company after the payment date as set forth in (a) preceding, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be 0.0005 per day, for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company.

d. Adjustments for the quantities of Services established or discontinued in any billing period beyond the minimum period set forth for Services in other sections of this Product Guide will be prorated to the number of days or major fraction of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

e. When a rate as set forth in this Product Guide is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

f. When more than one copy of a Customer bill for Services provided under the provisions of this Product Guide is furnished to the Customer, an additional charge applies for each additional copy of the bill as set forth in Part 0, Section 6.

TERMS OF SERVICE

D. PAYMENT OF RATES AND CHARGES AND ASSURANCE OF PAYMENT (Cont'd)

3. Billing Disputes

a. In event that a billing dispute occurs concerning any charges billed to the Customer by the Company the following terms and conditions will apply.

i. A good faith dispute requires the Customer to provide a written claim to the Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the Customer's bill, or, by accessing the Company website also shown on the Customer's bill.

Such claim must identify in detail the basis for the dispute, and if the Customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Company to investigate the merits of the dispute. The Customer may not prospectively dispute amounts to be billed in future bills.

ii. The date of the dispute shall be the date on which the Customer furnishes the Company the information required by Section D3a and the Company has validated receipt of such information.

The date of resolution shall be the date on which the Company completes its investigation of the dispute and notifies the Customer of the disposition. If the billing dispute is resolved in favor of the Customer, the credit for the amount of the dispute resolved in the Customer's favor is applied to the Customer's bill, including the late payment penalty credit, as appropriate.

iii. In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in Section D2c preceding.

b. Reserved. (C)

TERMS OF SERVICE

D. PAYMENT OF RATES AND CHARGES AND ASSURANCE OF PAYMENT (Cont'd)

4. Re-establishment of Service Following Fire, Flood or Other Occurrence

a. Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of Service following Force Majeure Event, provided that:

i. The Service is of the same type as was provided prior to the Force Majeure Event.

ii. The Service is for the same Customer.

iii. The Service is at the same location on the same premises.

iv. The re-establishment of Service begins within sixty (60) days after Company Service is available. (The Company in its sole discretion may extend the 60 day period for a reasonable amount of time if the renovation of the original location on the premises affected is not practical within the allotted time period).

b. Nonrecurring Charges Apply

Nonrecurring Charges apply in all cases not expressly exempt under Section D4a preceding, including without limitation for establishing Service at a different location on the same premises or at a different premises pending re-establishment of Service at the original location.

5. Title or Ownership Rights

Legal title to and ownership of all facilities, equipment and the like used by the Company in connection with Services provided hereunder shall be retained by the Company (or other owner, as applicable). The payment of rates and charges by Customer for Services offered under this Product Guide does not constitute, create, assign, confer or transfer any title, easement, license, or any ownership interest or property rights to the Customer, its End Users or any other Person.

TERMS OF SERVICE

D. PAYMENT OF RATES AND CHARGES AND ASSURANCE OF PAYMENT (Cont'd)

6. Meet Point Billing

The provisions of meet point billing are applicable to Special Access Channel Mileage recurring charges only. All other recurring and nonrecurring charges for services provided by each Exchange Carrier are billed under each company's applicable rates.

The Company will handle ordering, rating and billing of Access Services under this Product Guide where more than one exchange telephone company is involved in the provision of Access Service as set forth following.

The Single and Multiple Bill Arrangements following are subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (**MECAB**) and the Multiple Exchange Carrier Ordering and Design Guidelines (**MECOD**) documents as referenced in MECAB 10, ATIS-0401004-0010 and MECOD Guidelines for Access Service, ATIS-0404120-0010.

The Company must notify the Customer of:

- the Meet Point Billing Option that will be used,
- the company(s) that will render the bill(s),
- the company(s) to whom payment(s) should be remitted, and
- the company(s) that will provide the bill inquiry function.

The Company will notify the Customer what option will apply when the Customer orders Access Service. The option will be based on the interconnection arrangements between the exchange telephone companies involved and the services ordered. The Company shall provide this notice in writing thirty (30) days in advance of any changes.

a. Single Bill Arrangement

i. General - A single bill will be rendered for services provided jointly between any of the following Verizon Exchange Companies:

- Verizon Delaware LLC, Verizon Maryland LLC, Verizon New Jersey Inc., Verizon Pennsylvania LLC, Verizon Virginia LLC, and Verizon Washington, D.C. Inc.
- Verizon New England Inc. and Verizon New York Inc.
- Verizon North LLC and Verizon South Inc.

ii. Channel Mileage will be determined as follows:

Each Verizon Exchange Company will provide the portion of the Channel Mileage element in its operating territory to an interconnection point (**IP**) with another Verizon Exchange Company and will bill the charges in accordance with its FCC Tariff/Product Guide. All other appropriate charges in each FCC Tariff/Product Guide are applicable.

TERMS OF SERVICE

D. PAYMENT OF RATES AND CHARGES AND ASSURANCE OF PAYMENT (Cont'd)

6. Meet Point Billing (Cont'd)

a. Single Bill Arrangement (Cont'd)

iii. Rating and Billing of Service

With the agreement of the exchange telephone companies involved, one of the following rating and billing options will be utilized:

(a) Single Bill Multiple Tariff/Product Guide Billing - The billing Company will bill all appropriate charges to the Customer in accordance with the terms and conditions, rates and charges in the Access Service Tariff/Product Guide(s) of all involved Exchange Carriers. Based upon the agreements of the exchange telephone companies involved, payment will either be remitted in full to the billing company or in appropriate portions directly to the Exchange Carriers involved. The apportionment of charges shall be consistent with Section D6b(iii)(a) following.

(b) Single Bill Multiple Tariff/Product Guide Pass-Through Billing – Same as terms for Multiple Bill Arrangement in Section D6b following.

b. Multiple Bill Arrangement

i. General - Separate bills will be rendered for services provided jointly by Company and independent exchange telephone companies.

ii. Ordering - Each company will accept an order for service from the Customer.

iii. Rating and Billing of Service

Rating and Billing of Service - Each company will provide its portion of the Access Service based on the terms and conditions, rates and charges contained in its Access Service Tariff/Product Guide, subject to the following rules, as appropriate:

(a) The charges billed by this company for mileage sensitive rate elements (e.g., Special Access Service Channel Mileage (fixed and per mile)) are determined as follows:

(i) The total mileage for the service is computed using the V&H Coordinates Method set forth in NECA Tariff FCC No. 4.

(ii) A billing factor called the Border Interconnection Percentage (**BIP**) is determined from NECA Tariff FCC No. 4 directly.

(iii) This company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this company.

TERMS OF SERVICE

D. PAYMENT OF RATES AND CHARGES AND ASSURANCE OF PAYMENT (Cont'd)
6. Meet Point Billing (Cont'd)
b. Multiple Bill Arrangement (Cont'd)
iii. Rating and Billing of Service (Cont'd)

(b) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

(i) When rates and charges are listed on a per point of termination basis, this Company's rates will be billed for the termination(s) within this Company's operating territory.

(ii) When rates and charges are listed on a per unit basis, e.g., central office bridging or multiplexing, this Company's rates and charges will apply for units located in this Company's operating territory.

(iii) When rates and charges are listed on a per service basis, these rates and charges will be billed.

(iv) When this company is an intermediate, non-terminating carrier in a given arrangement, channel mileage fixed charges and transport termination rates will not apply. Channel Mileage/Special Transport per mile rates will be rated at Price Band 6/C.

E. CONNECTIONS

1. General

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Special Access furnished by the Company where such connection or interconnection is made in accordance with the provisions specified in technical specifications as determined by Company from time to time and other provisions of this Product Guide (including those pertaining to interference by Customer facilities and equipment).

2. Standard Access Service Connections

Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof as determined by Company. Service connections are made directly, through a Company Hub where bridging, multiplexing or reconfiguration functions are performed. These connections can either be analog or digital.

TERMS OF SERVICE

F. BASIC SERVICE LEVEL AGREEMENTS

1. Credit Allowance for Service Interruptions

a. General

A Service is interrupted when it becomes unusable to the Customer (e.g. the Customer is unable to transmit or receive) because of a failure of a Company facility component used by Company to furnish Service under this Product Guide. An interruption period starts when an inoperative Service is reported to the Company and ends when the Service is operative. (D)

When a Special Access Service is provided entirely under this Product Guide, and if a service interruption credit applies, only a single credit allowance will be issued, per interruption, for such a Service (thus, the Customer will not receive a credit allowance under this Product Guide if the Customer receives a credit allowance outside of this Product Guide for the same service interruption). (T)

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The Company will initiate a trouble ticket on all Service outages reported by the Customer; identify the cause; and apply the corresponding trouble code. Based on the trouble code assigned, and subject to Sections F1bii and G2, credit shall apply as set forth in Section F1b following. (D) (T)

The credit allowance(s) for an interruption or for a series of interruptions will be computed based upon the billing method which applies to the Service being credited. In no case will the credit allowance for Service interruptions exceed the applicable monthly rate for the billing period during which the interruption occurred.

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any applicable monthly rate for the Service involved, for the Service interrupted in any one monthly billing period.

For High Capacity Service and IDSR ordered with the Shared Billing Arrangement option, the Host Customer as well as each Service User must notify the Company of any Service outage to receive a credit allowance. (D)

Credits for DS3 High Capacity Service Channel Terminations will be based upon the rate effective and rate band (# of DS3s counted) applicable to the Customer at the time of Service failure.

For certain Special Access Services (Digital Data, DIGIPATH digital service II and High Capacity), any period during which the error performance is below that specified for the Service will be considered as an interruption.

TERMS OF SERVICE

F. BASIC SERVICE LEVEL AGREEMENTS (Cont'd)
1. Credit Allowance for Service Interruptions (Cont'd)
a. General (Cont'd)

i. Use of an Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a Service is interrupted, the Customer must pay the Product Guide rates and charges for the alternative Service.

ii. Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a Service for purposes other than maintenance, testing or activity relating to a Service order.

b. When a Credit Allowance Applies

Subject to Section G2 following, in case of an interruption to any Service, credit allowance for the period of interruption shall be as follows:

i. For Special Access Services other than Video, a credit allowance will be made for an interruption period of 30 minutes or more. The allowance will be calculated at the rate of 1/1440 of the monthly charge for the portion of the Service affected, for each 30 minutes or major fraction thereof that the interruption continues. A major fraction is considered to be sixteen minutes or more beyond the 30 minute period.

When a Service qualifies for Service Response Credits as set forth in Part J, Section 0, credit for an interruption in service under this section does not apply.

ii. Notwithstanding any other provision of this Product Guide, effective March 1, 2022, credit allowances are not applicable to Enterprise Service, Enterprise Network Reconfiguration Service, Packet Services, IntelliLight® Shared Dual Path, IntelliLight® Shared Single Path, or IntelliLight® Entrance Facilities.

Notwithstanding any other provision of this Product Guide, effective May 16, 2025 credit allowances are not applicable to IntelliLight® Broadband Transport (IBT) Services, Custom Connect Services, or Point to Point SONET Service Special Access Ports. (N) | | (N)

TERMS OF SERVICE

F. BASIC SERVICE LEVEL AGREEMENTS (Cont'd)
1. Credit Allowance for Service Interruptions (Cont'd)
b. When a Credit Allowance Applies (Cont'd)

iii. For Basic/Broadcast Video Services, no credit shall be allowed for an interruption of less than 30 seconds. The Customer shall be credited for an interruption of 30 seconds or more as follows:

- For two-point Services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for the Service for each period of 5 minutes or fraction thereof that the interruption continues.

- For two-point Services, when daily rates are applicable, the credit shall be at the rate of 1/288 of the daily charges for the Service for each period of 5 minutes or fraction thereof that the interruption continues.

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iv. For Video Service provided at daily rates, no credit shall be allowed for an interruption of less than 30 seconds. The Customer shall be credited for an interruption of 30 seconds or more at the rate of 1/288 of the daily charge for the Service for each 5 minutes or fraction thereof that an interruption continues. Two or more such interruptions occurring during a period of 5 consecutive minutes shall be considered as one interruption. (T)

TERMS OF SERVICE

F. BASIC SERVICE LEVEL AGREEMENTS (Cont'd)
1. Credit Allowance for Service Interruptions (Cont'd)
b. When a Credit Allowance Applies (Cont'd)

v. The monthly charges used to determine the credit shall be as follows. (T)

(a) For two-point Services, the monthly charge shall be the total of all the monthly rate element charges associated with the Service (i.e., two channel terminations, channel mileage and optional features and functions).

(b) For multipoint Services and Special Access Service associated with Network Reconfiguration Service, the monthly charge shall be only the total of all the monthly rate element charges associated with that portion of the Service that is inoperative (i.e., a channel termination per Customer premises, channel mileage and optional features and functions).

- For multipoint Services, when daily rates are applicable, the credit shall be at the daily rate of 1/288 of the daily charges for all channel terminations, channel mileages and optional features and functions that are inoperative for each period of 5 minutes or fraction thereof that the interruption continues.

- For multipoint Services in Region 11, the credit for the monthly or daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.

(c) For multiplexed Services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the Service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the Service (i.e., the channel termination, channel mileage and optional features and functions, including the multiplexer, on the facility to the Hub or Customer designated premises (as applicable), and the channel terminations, channel mileages and optional features and functions on the individual Services from the Hub or Customer designated premises (as applicable)). When the Service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the Service from the Hub to a Customer premises (i.e., channel termination, channel mileage and optional features and functions).

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TERMS OF SERVICE

F. BASIC SERVICE LEVEL AGREEMENTS (Cont'd)

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TERMS OF SERVICE

F. BASIC SERVICE LEVEL AGREEMENTS (Cont'd)

3. Service Provisioning Warranty/Missed Installation Due Date/Performance Commitment Program

a. General

The Company assures that when a Customer orders certain Access Service, as specified in Section F3ai following, Service will be installed and available for Customer use no later than the Confirmed Due Date as defined in Part 0, Section 3.

Subject to Section G1, the failure of the Company to meet this Confirmed Due Date will result in the credit of all applicable nonrecurring charges for each Access Service associated with the missed commitment. All the nonrecurring charges for Services subject to the Service Provisioning Warranty will be applied as a credit on the Customer's first bill. The nonrecurring charges will be credited at the rate at which they are billed.

These credits of applicable nonrecurring charges for failure to meet the Confirmed Due Date are an exclusive remedy; and, are in lieu of any other claims as described in Section A3 preceding.

i. Services Subject to the Service Provisioning Warranty

The following Access Services will be subject to the conditions of the Service Provisioning Warranty:

- Digital Data Service in Region 1
- High Capacity 1.544 Mbps Service in Region 1 and Region 11
- High Capacity 44.736 Mbps in Region 1 and Region 11
- Special Access Services in Region 14 and Region 16

ii. When a Credit Allowance Does Not Apply

Services will not be eligible for credits when any of the conditions set forth in Section G1 exist.

TERMS OF SERVICE

F. BASIC SERVICE LEVEL AGREEMENTS (Cont'd)

4. For Verizon Optical Networking Service, any outage due solely to a Company facility failure will result in a credit of 100 % of the monthly recurring charges for the portion of the service affected. Only one such credit is allowed in a single month's billing period.

   The following credits will be applied.

   - For protected On-Net Channel Extensions and On-Net Channel Mileage, a credit of 100% of one month's recurring charge for the Verizon Optical Networking service will apply for any outage that exceeds one minute.

   - For unprotected On-Net Channel Extensions a credit of 100% of one month's recurring charge for the Verizon Optical Networking service will apply if the total outage time exceeds 4 hours.

   - For Verizon Optical Networking services that consist of both unprotected and protected service components, the credit allowance that applies for each outage will be based on the credit allowance provisions for unprotected channels.

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TERMS OF SERVICE

G. WHEN A CREDIT ALLOWANCE DOES NOT APPLY

1. Service Provisioning Warranty/Missed Installation Due Date/Performance Commitment Program

This Section G applies to and supplements Section F3, Service Provisioning Warranty/Missed Installation Due Date/Performance Commitment Program. Services will not be included in performance measurements and credits will not apply, when:

a. Provision of Service is delayed or prevented due to the acts or omissions of the Customer, Customer's End User, or other Person authorized by Customer or its End User to use the Service; or

b. Provision of Service is delayed or prevented due to failures in power, equipment, service, or systems provided by the Customer or by Persons other than the Company; or

c. The Customer's premises is inaccessible; or

d. The Customer changes the order after receiving the confirmed Due Date from the Company; or

e. The Customer changes its interface requirements; or

f. The Customer is not ready to accept Service; or

g. Independent telephone companies are involved in the Service installation; or

h. Building facilities are not ready (includes space, cable support structures, building risers, and entrance facilities to be provided by Persons other than the Company); or

i. The Customer orders termination beyond the Network Interface; or

j. The installation requires Special Construction; or

k. The order is for Service Changes, Service Rearrangements or Moves; or

l. Provision of Service is delayed or prevented due to the Company's provision of National Security Emergency Preparedness telecommunications service; or

m. A delay or failure in the provision of Service is required, permitted or excused by this Product Guide; or

n. The order is for the derived services of a multiplexed 1.544 Mbps Service or the derived switched services of a shared use High Capacity Service; or

o. Provision of Service is delayed or prevented due to a Force Majeure Event.

TERMS OF SERVICE

G. WHEN A CREDIT ALLOWANCE DOES NOT APPLY (Cont'd)

2. Service Interruptions

This Section G2 applies to and supplements Section F1, Credit Allowance for Service Interruptions. Services will not be included in performance measurements and credits will not apply:

a. When the Customer fails to report the interruption to the Company (excluding DS3 Integrated Optical Service Riders); or

b. When the interruption was caused by the act or omission of the Customer, its End User, or other Person authorized by the Customer or its End User to use the Service; or

c. When the interruption was due to the failure of power, equipment, service, or systems provided by the Customer or Persons other than the Company; or

d. For any period in which the Company is not afforded access to the premises where the Service is terminated; or

e. When the Customer has released the Service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the Service, during the time that was negotiated with the Customer prior to the release of that Service (thereafter, a credit allowance applies); or

f. For any period of scheduled maintenance or scheduled downtime where the Customer has received prior notification from the Company; or

g. When interruptions occur or continue because of the failure of the Customer to authorize the replacement of any element of special construction; or (T)

h. For periods when the Customer elects not to release the Service for testing and/or repair; or

i. For periods of temporary discontinuance as set forth in Section B1 preceding; or

j. During periods of interruption as set forth in Part 0, Section 6E; or

k. When an interruption is required, permitted or excused by this Product Guide; or

l. For interruptions, failures or delays due to acts of God or the public enemy, compliance with any law or any regulation or order of any governmental authority, acts of terrorism, war, rebellion, insurrection or sabotage or damage resulting therefrom, fires, floods, earthquakes, volcanic action, unusually severe weather, explosions, washouts, rules and regulations with regard to common carriers, accidents, epidemics, riots, strikes or other concerted acts of employees, whether direct or indirect, worms, viruses or other contaminants that may cause damage to or disable software, computer or electronic systems, or any similar cause, or other causes beyond the Company's reasonable control (except that, this Section G2l does not apply to Section F); or (D)

m. In Region 11, Region 14 and Region 16, for an interruption, or group of interruptions resulting from a common cause, for amounts less than one dollar; or

n. In Region 1, for an interruption, or a group of interruptions resulting from a common cause, for amounts less than five dollars; or (T)

o. Where any other exclusion set forth in this Product Guide applies (e.g., Section F1bii). (N)

TERMS OF SERVICE

H. SALE OR TRANSFER OF A VERIZON OPERATING COMPANY'S ASSETS AND/OR STOCK TO AN UNAFFILIATED THIRD PARTY

This Section H shall apply: (i) if the Company sells or transfers all or a portion of the assets or stock of a Verizon Operating Company (e.g., Verizon New England Inc.) to an unaffiliated third party ("**Transfer**"); and (ii) a Service offering or Service Level Agreement (**SLA**) of this Product Guide as referenced in this Section H does not include terms and conditions relating to a Transfer.

1. General

The terms and conditions set forth in Section H following shall apply:

a. when a Customer subscribes to a Service offering under this Product Guide that aggregates the Customer's purchases from the Company to measure compliance with such Service offering, and:

b. the Service offering does not include terms and conditions pertaining to a Transfer; and

c. as a result of the Transfer, one or more of the following conditions occur solely as a result of the Company no longer providing the same quantity of Services:

i. the Customer no longer satisfies the minimum requirements of the Service offering;

ii. the Customer is subject to a related penalty, termination liability or cancellation;

iii. the Customer is subject to a change in the tier of a volume table or a rate table; and

iv. the Customer is subject to a change in the rate level of the Service offering.

TERMS OF SERVICE

H. SALE OR TRANSFER OF A VERIZON OPERATING COMPANY'S ASSETS AND/OR STOCK TO AN UNAFFILIATED THIRD PARTY(Cont'd)

2. Undertaking of the Company Following a Transfer

When the conditions set forth in Section H1 exist, the Company will utilize the following terms and conditions, as applicable.

a. Reserved (C)

TERMS OF SERVICE

H. SALE OR TRANSFER OF A VERIZON OPERATING COMPANY'S ASSETS AND/OR STOCK TO AN UNAFFILIATED THIRD PARTY(Cont'd)

2. Undertaking of the Company Following a Transfer (Cont'd)

b. If the Service offering requires that the Customer commit a minimum number of the Services or rate elements that the Customer purchases from the Company and maintain such minimum during the term of the Service offering (a **Commitment Level**), and the Service offering does not apply rates or credits based on a volume based tier structure, the Company will apply this Section H2b. The following Service offerings have a Commitment Level that is subject to this Section H2b:

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- DS1 Term Payment Plan as set forth in Part E, Section 7

In the event of a Transfer, the following applies.

(1) The Company will recalculate the Commitment Level for the duration of the current term to reflect the removal of the Services the Company no longer provides to the Customer solely as a result of the Transfer; and

(2) use the reduced Commitment Level in all subsequent reviews/true-ups that measure the Customer's compliance with established requirements for the Service offering for the balance of the current term unless otherwise revised by: (i) the Customer in accordance with the terms and conditions of the Service offering; or (ii) the terms and conditions of such Service offering. Upon renewal of the Customer's term for such Service offering, the terms and conditions set forth in the applicable Section(s) of this Product Guide shall apply, including establishment of a new Commitment Level using only the quantity of Services the Customer purchases from the Company at the time of renewal.

(3) If, after reducing the Commitment Level under (2) preceding, the Customer is below the minimum combined national commitment level, the Company will determine if the Customer would have satisfied such minimum requirement had the Transfer not occurred and apply the same actions applied under Section H2a. (D)

For example, assume Verizon South Inc. transfers a portion of its assets to an unaffiliated third party. Further assume that a Customer with a Four-wire Voiceband and Digital Data Service Rate Stability Plan and a Commitment Level of seven hundred fifty (750) DDS SALs is short of its Commitment Level at the next scheduled annual review by one hundred twenty-five (125) DDS SALs (i.e., the Customer has six hundred twenty-five (625) DDS SALs in-service at the next annual review). Also assume that one hundred (100) DDS SALs were transferred to an unaffiliated third party as a result of the Transfer. In this case, the Company will reduce the Customer's Commitment Level to six hundred fifty (650) DDS SALs (750 DDS SALs – 100 DDS SALs = 650 DDS SALs) to reflect the transfer. Since the Customer's reduced Commitment Level is 650 DDS SALs , the Customer is still twenty-five (25) DDS SALs short of the reduced Commitment Level (650 DDS SALs – 625 DDS SALs = 25 DDS SALs short). After applying a minus two percent (2%) shortage allowance per the terms and conditions for this rate stability plan, the Customer is still short of its Commitment Level and subject to penalty on the resulting shortage.

TERMS OF SERVICE

H. SALE OR TRANSFER OF A VERIZON OPERATING COMPANY'S ASSETS AND/OR STOCK TO AN UNAFFILIATED THIRD PARTY (Cont'd)

2. Undertaking of the Company Following a Transfer (Cont'd)

c. If the Service offering applies rates or credits based on a volume-based tier structure, the Company will apply this Section H2c. The following Service offerings have a volume-based tier structure that is subject to this Section H2c.

- DS1 Term Volume Plans (i.e., one, two, three and five year DS1 TVP and eight and ten year DS1 TVP (DS1 ETTVP)) as set forth in Part E, Section 8

- DS3 Term Volume Plans as set forth in Part E, Section 8

In the event of a Transfer, the following applies.

(1) The Company will calculate an adjustment to be used in each scheduled review/true-up following the Transfer for the balance of the Customer's current term (**Transfer Adjustment**). The Transfer Adjustment (which will be calculated using the actual number of units transferred to the unaffiliated third party) offsets the reduced volume achieved by the Customer solely as a result of the Transfer (**Transfer Adjustment Units**) by summing: (i) the actual volume units achieved by the Customer during the applicable review/true-up period (**Actual Units**); and (ii) the Transfer Adjustment Units. The resulting volume of units (**Adjusted Units**) shall be used in all applicable review/true-up calculations for the balance of the Customer's current term. Upon completion of the current term, the terms and conditions set forth in the applicable Section(s) of this Product Guide shall apply using only the quantity of Services the Customer purchases from the Company with no further Transfer Adjustments being applied; and

(2) if, after applying the Transfer Adjustment, the Customer still fails to maintain the same volume tier, the terms and conditions applicable to such result apply in accordance with the Service offering, except that the calculation of any penalty associated with attaining a lesser volume tier shall be reduced pro-rata to reflect the Transfer.

TERMS OF SERVICE

H. SALE OR TRANSFER OF A VERIZON OPERATING COMPANY'S ASSETS AND/OR STOCK TO AN UNAFFILIATED THIRD PARTY (Cont'd)
2. Undertaking of the Company Following a Transfer (Cont'd)
c. (Cont'd)
(2) (Cont'd)

For example, assume Verizon North LLC transfers a portion of its assets to an unaffiliated third party. Further assume a Customer under a DS1 TVP with a committed quantity of 1,500 DS1 SALs (threshold level of 1001 – 3000 DS1 SALs) is five hundred seventy-five (575) DS1 SALs short of its committed quantity at the next annual review following a Transfer. Further assume that five-hundred (500) DS1 SALs were transferred to an unaffiliated third party in the Transfer and that the in-service quantity of DS1 SALs as measured at the next annual review is nine hundred twenty-five (925). In this case, the Company will apply a Transfer Adjustment which adds the 500 DS1 SALs lost in the Transfer (the Transfer Adjustment Units) to the 925 DS1 SALs which are in-service (the Actual Units), the result of which is 1,425 DS1 SALs (the Adjusted Units) and rates continue to be applied at the 1001-3000 DS1 SAL threshold level. However, after applying the Transfer Adjustment, the Customer is still short of its committed quantity of DS1 SALs and is subject to a shortfall penalty on the shortage which is calculated using the allowance per Part E, Section 8.

As another example, assume Verizon North LLC transfers a portion of its assets to an unaffiliated third party. Further assume that a Customer who subscribes to a DS1 ETTVP with an eight (8) year commitment period and a committed quantity of 18,000 DS1 SALs (threshold level of 10,001 – 20,000 DS1 SALs) is three thousand (3,000) DS1 SALs short of its committed quantity at the next scheduled annual review following the Transfer, and that such shortage would normally result in the application of a shortfall penalty. Finally assume that three thousand (3,000) DS1 SALs were transferred to an unaffiliated third party in the Transfer and that the in-service quantity of DS1 SALs as measured at the next annual review is fifteen thousand (15,000). In this case, the Company will apply a Transfer Adjustment which adds the 3,000 DS1 SALs lost in the Transfer (the Transfer Adjustment Units) to the 15,000 DS1 SALs which are in-service (the Actual Units), the result of which is 18,000 DS1 SALs (the Adjusted Units) and rates continue to be applied at the 10,001 to 20,000 threshold level with no shortfall penalty being assessed to the Customer.

TERMS OF SERVICE

H. SALE OR TRANSFER OF A VERIZON OPERATING COMPANY'S ASSETS AND/OR STOCK TO AN UNAFFILIATED THIRD PARTY (Cont'd)

2. Undertaking of the Company Following a Transfer (Cont'd)

e. For Service Level Agreements (**SLAs**), a Customer who participates in one of such SLAs prior to a Transfer shall continue with such SLA for the balance of the subscription term, regardless of whether or not the Customer is able to satisfy the requirement(s) of the SLA using the reduced quantity of Services the Company provides to the Customer following a Transfer. The following SLAs are subject to this Section H2e: (N)

Service Response Credits as set forth in Part J, Section 0. (N)

TERMS OF SERVICE

I. Technology Migration

1. General

When a Customer (for purposes of this Section I, the term "Customer" includes an Interexchange Carrier or Interexchange Common Carrier as defined in Part 0, Section 3, an End User as defined in Part 0, Section 3, or a Customer who subscribes to a Service Discount Plan (**SDP**) under Part H wishes to disconnect certain Special Access High Capacity Services, Enterprise DS1 Services (NES DS1) or Enterprise DS3 Services (NES DS3) (each a Hi-Cap Disconnect) in order to replace them with a Company provided Ethernet private line service, a Company provided switched Ethernet service, or a Company provided optical wave service (each such service hereinafter referred to individually or collectively as a Replacing Service and each such replacement hereinafter referred to as a Technology Migration), the terms and conditions that apply to such Technology Migration are as follows: (D)

2. Service Under a DS3 Minimum Service Period

Liability under Part E, Sections 3 and 4 will not apply to the Service(s) being disconnected if all of the requirements in Section I.10 are satisfied.

3. Service Under a DS1 Term Volume Plan (DS1 TVP/ETTVP)

a. Effect on DS1 TVP/ETTVP Annual Review

In the first Annual Review following a Technology Migration and in all subsequent Annual Reviews until the expiration of the current term commitment, the Company will, for each Hi-Cap Disconnect that was replaced by a Replacing Service, include the DS1 SAL(s) for the Hi-Cap Disconnect in the calculation of the in-service DS1 SAL quantity as if such Hi Cap Disconnect had never occurred. Only those Services that satisfy all of the requirements set forth in Section I.10 will be included in this calculation. The Annual Review process for a DS1 TVP/ETTVP is described in Part E, Section 8.

Upon renewal of the Customer's DS1 TVP/ETTVP, the DS1 SALs of each Technology Migration that occurred during the expiring term commitment will not be included in the Annual Review calculations of the renewal term. However, for each Hi-Cap Disconnect that is replaced by a Replacing Service during the renewal term, the Company will include the number of DS1 SALs for such Technology Migration in the Annual Review calculations in the same manner that such DS1 SALs were included in the expiring term commitment.

b. The Customer remains responsible for satisfying any Minimum Period obligations on the Service(s) being disconnected.

TERMS OF SERVICE

I. Technology Migration (Cont'd)

4. Service Under a DS1 Term Payment Plan

a. Effect on DS1 TPP Circuit Termination Count

In the first annual true-up following a Technology Migration and in all subsequent annual true-ups until the expiration of the current term commitment, the Company will include, for each Hi-Cap Disconnect that was replaced by a Replacing Service, the number of DS1 circuit terminations for the Hi-Cap Disconnect in the calculation that measures compliance with the Customer's commitment of TPP DS1 circuit terminations (as determined in the annual true-up) as if such Hi-Cap Disconnect had never occurred. Only those Services that satisfy all of the requirements set forth in Section I.10 will be included in this calculation. The annual true-up process for the DS1 TPP is described in Part E, Section 7.

Upon renewal of the Customer's DS1 TPP, the DS1 circuit terminations of each Technology Migration that occurred during the expiring term commitment will not be included in the annual true-up calculations of the renewal term. However, for each Hi-Cap Disconnect that is replaced by a Replacing Service during the renewal term, the Company will include the number of DS1 circuit terminations for such Technology Migration in the annual true-up calculations in the same manner that such DS1 circuit terminations were included in the expiring term commitment.

b. The Customer remains responsible for satisfying any Minimum Period obligations on the Service(s) being disconnected.

5. Service Under a DS3 Term Volume Plan

a. Effect on DS3 TVP Annual Review

In the first Annual Review following a Technology Migration and in all subsequent Annual Reviews until the expiration of the current term commitment, the Company will include, for each Hi-Cap Disconnect that was replaced by a Replacing Service, the DS3 SAL(s) for the Hi-Cap Disconnect in the calculation of the average number of DS3 SALs which were actually in service over the preceding twelve (12) months as if such Hi-Cap Disconnect had never occurred. Only those Services that satisfy all of the requirements set forth in Section I.10 will be included in this calculation. The Annual Review process for a DS3 TVP is described in Part E, Section 8.

Upon renewal of the Customer's DS3 TVP, the DS3 SALs of each Technology Migration that occurred during the expiring term commitment will not be included in the Annual Review calculations of the renewal term. However, for each Hi-Cap Disconnect that is replaced by a Replacing Service during the renewal term, the Company will include the number of DS3 SALs for such Technology Migration in the Annual Review calculations in the same manner that such DS3 SALs were included in the expiring term commitment.

b. The Customer remains responsible for satisfying any Minimum Period obligations on the Service(s) being disconnected.

TERMS OF SERVICE

I. Technology Migration (Cont'd)

6. Service Under a Service Discount Plan

   a. Termination liability will not apply to a Technology Migration of a Service under a Service Discount Plan if all of the requirements in Section I.10 are satisfied for that Service.

   b. The Customer remains responsible for satisfying any Minimum Period obligations on the Service(s) being disconnected.

7. Service Under a DS1 and DS3 High Capacity Service Term Pricing Plan

   a. Termination liability will not apply to a Technology Migration of a Service under a DS1 and DS3 High Capacity Service Term Pricing Plan if all of the requirements in Section I.10 are satisfied for that Service.

   b. The Customer remains responsible for satisfying any Minimum Period obligations on the Service(s) being disconnected.

8. Reserved (C)

(D)
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TERMS OF SERVICE

I. TECHNOLOGY MIGRATION (Cont'd)

9. Reserved. (C)

(D)

(D)

TERMS OF SERVICE

I. TECHNOLOGY MIGRATION (Cont'd)

10. Requirements For a Technology Migration

In order to qualify for a waiver of termination liability under Sections I.2, I.6 or I.7, or to qualify for the for the annual review calculations under Section I.3 for the DS1 TVP/ETTVP, Section I.4 for the DS1 TPP, or Section I.5 for the DS3 TVP, all of the following requirements must be satisfied. (D)

a. Length of Commitment Requirements

If one (1) Hi-Cap Disconnect is replaced with one (1) Replacing Service, the Replacing Service must be purchased with a term commitment equal to or longer than the number of months remaining in the term commitment of the Hi-Cap Disconnect. If the Replacing Service does not offer a term commitment that is equal to or longer than the number of months remaining in the term commitment for the Hi-Cap Disconnect, then the Customer must elect the longest term offered for the Replacing Service in order to satisfy this requirement.

Example: The Customer disconnects one (1) NES DS1 in order to replace it with one (1) Replacing Service. Assume that the Customer has 24 months remaining on the NES DS1 term commitment period of 84 months. If the Replacing Service has a term period of at least 24 months, then the Customer shall have satisfied this requirement.

If multiple Hi-Cap Disconnects are replaced with one (1) or more Replacing Services, each of the Replacing Services must be purchased with a term commitment equal to or longer than the most number of months remaining on the commitments of any of the Hi-Cap Disconnects. If the Replacing Service(s) does not offer a term commitment that is equal or longer than the most number of months remaining on the commitments of any of the Hi-Cap Disconnects, then the Customer must elect the longest term offered for the Replacing Service(s) in order to satisfy this requirement.

Example: The Customer disconnects two (2) NES DS1s in order to replace them with one (1) Replacing Service. Assume that the Customer has 24 months remaining on an NES DS1 term commitment period of 60 months and 18 months remaining on an NES DS1 term commitment period of 36 months. If the Replacing Service has a term period of at least 24 months, then the Customer shall have satisfied this requirement.

TERMS OF SERVICE

I. TECHNOLOGY MIGRATION (Cont'd)
10. Requirements For a Technology Migration (Cont'd)

b. Bandwidth Requirements

The sum of the bandwidth of the Replacing Service(s) is equal to or greater than the sum of the bandwidth of the Hi-Cap Disconnects.

Example: If a Customer disconnects two (2) 1.544 Mbps High Capacity Services in order to replace them with one (1) 10 Mbps Replacing Service, then the Customer shall have satisfied this requirement.

c. Revenue Test Requirements

The Technology Migration must satisfy one of the following revenue tests:

i. MRC Revenue Test

The MRC Revenue Test requires the current monthly recurring charges (MRCs) of the Replacing Service(s), counting only those discounted rate elements included in the term plan for the Replacing Service(s), be equal to or greater than the MRCs of the Hi-Cap Disconnect(s), counting only those discounted rate elements included in the term plan for the Hi-Cap Disconnect(s).

For example, assume a Customer disconnects its 1.544 Mbps High Capacity Service (Hi-Cap DS1 Disconnect) in order to replace it with a 100 Mbps Replacing Service. Further assume all of the following:

- the Hi-Cap DS1 Disconnect is provided under a SDP or TPP with a commitment period of sixty (60) months at a rate of $220.98 per month for the discounted rate elements; and
- the 100 Mbps Replacing Service is provided under a term plan with a sixty (60) month commitment at a rate of $900.00 per month for the discounted rate elements.

Since the MRC of $900.00 for the 100 Mbps Replacing Service is greater than the MRC of $220.98 for the Hi-Cap DS1 Disconnect, the Customer shall have satisfied this requirement.

TERMS OF SERVICE

I. TECHNOLOGY MIGRATION (Cont'd)

10. Requirements For a Technology Migration (Cont'd)

c. Revenue Test Requirements (Cont'd)

ii. Overall Value/Revenue Test

The Overall Value/Revenue Test requires the overall value of the Replacing Service(s) be equal to or greater than the overall value of the remaining months of the current term commitment of the Hi-Cap Disconnect(s). The overall value of the Replacing Service(s) is calculated by multiplying the MRCs for the Replacing Service(s), counting only those discounted rate elements included in the term plan for the Replacing Service(s), by the number of months in the term commitment. The overall value of the Hi-Cap Disconnect(s) is calculated by multiplying the MRCs currently in effect for the Hi-Cap Disconnect(s), counting only those discounted rate elements included in the term plan for the Service(s) being disconnected, by the total remaining months in the current term commitment.

For example, using the same assumptions in the example for the MRC revenue test in (1) preceding, further assume the Customer disconnects the DS1 High Capacity Service in month thirty-six (36) of the 5 year commitment period (twenty-four (24) months remaining in the commitment period of the DS1 TPP for the Hi-Cap DS1 Disconnect).

Based on the above, the overall value of the Hi-Cap DS1 Disconnect is $5,303.52 ($220.98 x 24 months remaining) and the overall value of the 100 Mbps Replacing Service is $54,000 ($900.00 x 60 months). Since the overall value of the 100 Mbps Replacing Service is greater than the overall value of the Hi-Cap DS1 Disconnect, the Customer shall have satisfied this requirement.

d. Terminating Location Requirements

Terminating locations include End User locations, Interexchange Carrier locations, physical or virtual Expanded Interconnection locations, Primary Premises, and Secondary Premises.

i. One Hi-Cap Disconnect Replaced by One Replacing Service

The terminating location(s) of the Replacing Service must satisfy one of the following requirements:

(1) For Service provided between two End User locations or two Interexchange Carrier locations, at least one of the locations of the Replacing Service must be the same as one of the locations of the Hi-Cap Disconnect; or

TERMS OF SERVICE

I. TECHNOLOGY MIGRATION (Cont'd)
10. Requirements For a Technology Migration (Cont'd)
d. Terminating Location Requirements (Cont'd)
i. (Cont'd)

(2) For Service provided between an Interexchange Carrier location or a physical or virtual Expanded Interconnection location and an End User locations, one of the locations of the Replacing Service must be the same as the End User location of the Hi-Cap Disconnect; or

(3) For a multiplexed or groomed facility provided between an Interexchange Carrier location, a physical or virtual Expanded Interconnection location, or an End User location and a Company Hub where multiplexing or grooming functions are performed, one of the locations of the Replacing Service must be the same as the Interexchange Carrier location, physical or virtual Expanded Interconnection location, or End User location, respectively, of the Hi-Cap Disconnect; or

(4) For Service provided between a Primary Premises and a Secondary Premises, one of the locations of the Replacing Service must be the same as the Secondary Premises location of the Hi-Cap Disconnect.

ii. Multiple Hi-Cap Disconnects Replaced by One or More Replacing Services

When multiple Hi-Cap Disconnects are replaced by one or more Replacing Services, at least one of the locations for each of the Replacing Service must be the same location as each of the End User locations or Secondary Premises, as applicable, of each of the Hi-Cap Disconnects, except where the locations involved are two (2) Interexchange Carrier locations or two (2) End User locations in which case at least one of the locations for each of the Replacing Service must be the same as one of the Interexchange Carrier locations or End User locations, respectively, of each of the Hi-Cap Disconnects.

Example where both locations are End User Locations: The Customer has a DS1/1.544 Mbps High Capacity Service between locations A and B and a DS1/1.544 Mbps High Capacity Service between locations C and D. The two Replacing Services are between locations B and E and between locations D and F. Since each DS1/1.544 Mbps High Capacity Service has one location in common with its Replacing Service, this requirement is satisfied.

Example where all locations are End User Locations: The Customer has three (3) DS1/1.544 Mbps High Capacity Services between locations A and B, C and D, and E and F. The two Replacing Services are between locations B and X and between locations D and Y. Since the Replacing Services do not have a common location with the DS1/1.544 Mbps High Capacity Service between locations E and F, this requirement is not satisfied. However, if the Customer qualifies for a one-for-one replacement under (D)(1) preceding, this requirement would be satisfied for two of the DS1/1.544 Mbps High Capacity Services. The DS1/1.544 Mbps High Capacity Service between locations E and F, for which no common location exists, would not meet the requirements for a Technology Migration.

TERMS OF SERVICE

I. TECHNOLOGY MIGRATION (Cont'd)

10. Requirements For a Technology Migration (Cont'd)

e. Timing Requirements

The order for each Hi-Cap Disconnect must be completed within three (3) months of the date that the Replacing Service(s) is installed. Failure to disconnect each Hi-cap Disconnect within three (3) months will result in the Customer not satisfying this requirement.

f. Notification Requirements

Within ten (10) business days of the date the Replacing Service(s) is ordered, the Customer must provide the Company with the all of following:

(1) the circuit identification number(s) of each Hi-Cap Disconnect; and

(2) the circuit identification number(s) of the Replacing Service(s); and

(3) the terminating locations of the Services involved (including both the Replacing Service(s) and the Hi-Cap Disconnect).

Failure to provide such information within the stated timeframe will result in the Customer not satisfying this requirement.

TERMS OF SERVICE

J. INTEGRATED OPTICAL SERVICE RIDER SERVICE LEVEL AGREEMENTS (N)

1. General

   a. With the exception of those Integrated Optical Service Riders provided subject to Part L Section 1C, the SLAs set forth in this Section 2J apply to all other Integrated Optical Service Riders set forth in Part L1 ("Qualifying Services").

   b. The monthly recurring rate(s) for the Qualifying Service are the Integrated Optical Service Rider Appearances.

   c. To receive credit, the Company must receive from the Customer a written request for credit within sixty (60) calendar days of the end of the calendar month in which the SLA threshold was missed. The Customer's request for credit must be submitted to the appropriate Company in a manner mutually agreed upon by the Company and the Customer. The request must include a list of the identification numbers of all impacted circuits.

2. Availability

   a. Availability refers to the percentage of time over a calendar month that a Qualifying Service is able to transmit data over the Company's integrated optical service. A Qualifying Service is unavailable if data cannot be transmitted because of a failure of a facility component within the Company's integrated optical service that is used to furnish the Qualifying Service provided under this Product Guide.

   b. Availability is calculated as follows: Availability = (1440 X Number of Days in Month) – Number of Minutes the Service is unavailable during Month)/(1440 X Number of Days in Month). The number of minutes the Service is unavailable is as determined by the Company.

   c. The Company threshold for Availability under this Section in a calendar month is 99.999%.

   d. If Availability under this Section is less than the threshold, then a credit equal to twenty-five percent (25%) of the monthly recurring rate(s) for the affected Qualifying Service applies. Only one (1) such credit is allowed in a single month's billing period.

3. Mean Time to Restore (**MTTR**)

   a. MTTR applies to an interruption of Service that is within the Company's integrated optical service.

   b. Interruption of Service is defined as a condition which renders a Qualifying Service unusable to the Customer (i.e., data cannot be transmitted) because of a failure of a facility within the Company's integrated optical service that is used to furnish the Qualifying Service under this Product Guide. The Company will initiate a trouble ticket on all DS1 Qualifying Service interruptions reported by the Customer. The Company will initiate a trouble ticket on all DS3 Qualifying Service interruptions reported by the Customer and/or detected by the Company's network. (N)

TERMS OF SERVICE

J. INTEGRATED OPTICAL SERVICE RIDER SERVICE LEVEL AGREEMENTS (Cont'd) (N)

3. Mean Time to Restore (**MTTR**) (Cont'd)

c. MTTR for a calendar month shall be the average of all Time to Restore (**TTR**), as calculated by the Company. The TTR is the period of time the Qualifying Service is unavailable between the opening and closing of the trouble ticket, minus any stop clock time that was logged against the trouble ticket. Stop clock time includes, by way of example, the following times:

- Periods when Customer testing is occurring.
- Periods when the Customer is working on its own Customer Premises Equipment (**CPE**) and has not yet released the Qualifying Service to the Company for maintenance, testing or repair.
- Periods when the Company is awaiting Customer authorization to commence work on the Qualifying Service.
- Periods when the Company is denied access to premises or facilities necessary to diagnose, repair, or test a Qualifying Service.
- Periods following repair of the Qualifying Service when the ticket is held open by the Customer to ensure the trouble is resolved.

d. MTTR is calculated by summing TTR for all measured tickets for the Customer for the calendar month and dividing by the total number of tickets for that Customer during that month.

e. MTTR excludes any subsequent reports (i.e., additional Customer inquiries while the trouble is pending), CPE troubles, trouble found on the Customer's side of the point of demarcation, no trouble found, troubles closed due to Customer action, force majeure events, and troubles repaired by the Company prior to receipt of a trouble report on that Qualifying Service.

f. The threshold for MTTR in a calendar month is 2.5 hours for Qualifying Services.

g. If the MTTR is greater than 2.5 hours over the calendar month for all of Customer's Qualifying Services, then a credit equal to twenty-five percent (25%) of the monthly recurring rate(s) for the affected Qualifying Service applies for those Qualifying Services that were the subject of a trouble ticket during the measured calendar month whose TTR exceeded 2.5 hours. Only one (1) such credit is allowed in a single month's billing period. If the MTTR is 2.5 hours or less on all of Customer's Qualifying Services, then no credit applies to any Qualifying Service, even if the TTR on a particular Qualifying Service exceeded such threshold.

4. Qualifying Services will not be included in threshold measurements under this Section J and will not be eligible for credits under this Section J, when any of the conditions set forth in Section G1 preceding exist. (N)