DS1 AND DS3 TERM PRICING/PAYMENT PLANS

A. AVAILABILITY OF SERVICE

As set forth in Sections 7B, 7C and 7D following, Term Pricing Plans are no longer available. Notwithstanding any other provision of this Product Guide, all references to DS1 and DS3 Term Pricing/Payment Plans in this Product Guide are intended as references to any existing TPPs that were grandfathered under Sections 7B, 7C and 7D following, and any such references may not be interpreted to mean new DS1 and DS3 Term Pricing/Payment Plans are available or that expiring DS1 and DS3 Term Pricing/Payment Plans may be renewed or extended. To the extent that certain provisions of this Product Guide refer to DS1 and DS3 Term Pricing/Payment Plans, such references are solely for purposes of administering any DS1 and DS3 Term Pricing/Payment Plans grandfathered under Sections 7B, 7C and 7D following. (N)

DS1 and DS3 Term Pricing/Payment Plans are not applicable to Services included in other rate plans.

Although a DS1 or DS3 Term Pricing/Payment Plan may include a circuit that is provided only in part under this Product Guide, the Company manages a Pricing/Payment Plan for an individual circuit as a single plan and applies Product Guide and tariffed rates, terms and conditions as applicable.

B. DS1 HIGH CAPACITY SERVICE TERM PRICING PLAN (REGION 1)

DS1 High Capacity Service Term Pricing Plans (**DS1 TPPs**) are available where facilities exist in Region 1 and in the interstate corridors between specific Pennsylvania and New Jersey points and New Jersey and New York points.

Effective May 30, 2019, orders for new 5- or 7-Year DS1 High Capacity TPPs are no longer permitted. Subject to Part 0, Section 1, the Company will continue to provide 5- and 7-Year DS1 High Capacity TPPs pursuant to this Section on any existing 5- and 7-Year DS1 High Capacity TPP that was in-service as of May 30, 2019, or any order for 5- or 7-Year DS1 High Capacity TPP that was placed with the Company prior to May 30, 2019 (collectively, Existing 5- and 7-Year DS1 TPPs), subject to the following conditions:

- The Company will continue to provide Existing 5- and 7-Year DS1 TPPs for the selected commitment period until (i) the Customer discontinues Service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 5- or 7-Year DS1 TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period.

Effective October 28, 2022, orders for new 2- or 3-Year DS1 High Capacity TPPs are no longer permitted. Subject to Part 0, Section 1, the Company will continue to provide 2- and 3-Year DS1 High Capacity TPPs pursuant to this Section on any existing 2- and 3-Year DS1 High Capacity TPP that was in-service as of October 28, 2022, or any order for 2- or 3-Year DS1 High Capacity TPP that was placed with the Company prior to October 28, 2022 (collectively, Existing 2- and 3-Year DS1 TPPs), subject to the following conditions: (N)

- The Company will continue to provide Existing 2- and 3-Year DS1 TPPs for the selected commitment period until (i) the Customer discontinues Service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 2- or 3-Year DS1 TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period. (N)

DS1 TPPs# are pricing options available to Customers who are subscribed to specific longer term commitment periods in exchange for reduced monthly rates. (T) (D)

Certain material previously found on this page can now be found on Page 2. (N)

Availability limited.

DS1 AND DS3 TERM PRICING/PAYMENT PLANS

B. DS1 HIGH CAPACITY SERVICE TERM PRICING PLAN (REGION 1) (Cont'd)

Customers have the option of purchasing channel terminations under one plan and channel mileage under another plan, or under the basic service plan. TPPs are subject to the following: (M) (T)

DS1 High Capacity Service plans are applicable to channel terminations, associated DS1 Multiplexers (DS1 to Voice, DS1 to Digital, and DS1 to DS0), and channel mileage, fixed and per mile. Non-Competitive End User Channel Terminations are provided pursuant to Company FCC Tariff. The channel termination, associated multiplexer, and channel mileage (both fixed and per mile) rate elements for a given circuit must be included in the same TPP.

Rates for DS1 TPPs are detailed in Part E, Section 12. Term Pricing Plans do not include optional features except for associated DS1 multiplexing in the DS1 TPPs. Other optional features are available at Basic Service rates. (M)

1. Terms and Conditions

   a. When requesting a TPP, the Customer must specify the length of the desired commitment period and the Services which are to be included in the plan.

   b. When requesting any TPP activity regarding channel terminations, the Customer must specify by billing account and circuit identification number which circuits are to be affected.

   c When ordering TPP Services, all rate elements for a particular circuit must be ordered under the same plan and have the same Service Date. (T)

   d. At the end of a TPP commitment period, the Service(s) will be billed at the non-discounted month-to-month rate. (C) (C)

   e. Termination liability for the portion of the circuit provided under this Product Guide is assessed on channel terminations, fixed and per mile mileage, and multiplexing rate elements.

2. Termination With Liability

   a. A termination liability payment is applicable when a Service is disconnected in full or in part prior to the end of the selected commitment period or where the Customer fails to comply with the conditions required for a TPP, except as set forth in Section B3 following.

   b. If the Customer requests all channels of a DS1 Service to be used for Switched Access, the request will be treated as a disconnect and termination liability will be assessed.

   c. The termination liability payment for the portion of the circuit provided under this Product Guide applies to each channel termination, fixed and per-mile mileage, and multiplexing recurring rate element which is disconnected prior to the expiration of the commitment period of the TPP.

   d. For TPPs established or renewed prior to January 1, 2021, the termination liability charge is calculated as set forth in (1) or (2) following. When calculating termination liability charges, the Company will apply the option which provides the Customer with the lowest termination liability charge.

      (1) Option I

      For Services discontinued within the first year, the Customer will be liable for 100% of the total monthly charges for the unexpired portion of the initial 12 months, and 15% of the total monthly charges for the remainder of the TPP commitment period.

      For Services discontinued after the first 12 months of a plan, Customers will be liable for 15% of the total monthly charges for the remaining portion of their TPP commitment period.

Certain material on this page formerly appeared on Page 1. (N)

DS1 AND DS3 TERM PRICING/PAYMENT PLANS

B. DS1 HIGH CAPACITY SERVICE TERM PRICING PLAN (REGION 1) (Cont'd)
2. Termination With Liability (Cont'd)
d. (Cont'd)
(2) Option II

For Services discontinued within the first year and prior to the end of the selected commitment period, the termination liability charge will be the difference between the full Basic monthly rates and the TPP monthly rates for the period the plan has been in effect.

For Services discontinued after the first 12 months of a plan but prior to the end of the selected commitment period, the following applies:

- Where there is no TPP period less than the actual time the Services have been in effect the termination liability charge will be the difference between the full Basic monthly rates and the selected TPP monthly rates for the period the plan has been in effect.
- Where there is a TPP period less than the actual time the Services have been in effect, the termination liability charge will be the difference between the monthly rates for the highest TPP period that could have been satisfied prior to discontinuation of the Service and the monthly rates for the selected commitment period multiplied by the actual number of months the plan has been in effect.

For example, if a Customer subscribes to a 5-year TPP and disconnects Service during the thirty-seventh month, the highest TPP period that could have been satisfied is three years. The Customer's termination liability would be calculated as follows: (3-year monthly TPP rate - 5-year monthly TPP X 37 months).

e. For DS1 TPPs established or renewed on or after January 1, 2021, termination liability is calculated at fifty percent (50%) of the MRCs for the remainder of the TPP period after the Minimum Period.

Termination liability applies in addition to any Minimum Period obligation which may be applicable as specified in Part 0, Section 9,

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DS1 AND DS3 TERM PRICING/PAYMENT PLANS

B. DS1 HIGH CAPACITY SERVICE TERM PRICING PLAN (REGION 1) (Cont'd)

3. Termination Without Liability (D)

(D)

a. A request to disconnect DS1 High Capacity Service in order to replace it with a Replacing Service pursuant to the Technology Migration regulations set forth in Part 0, Section 2. (T)

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b. For TPPs established prior to December 17, 2019, in the event that the Company initiates a rate increase and the discounted monthly rate for the affected Service, in aggregate, increases by eight percent (8%) or more, the Customer may cancel its TPP for the affected Service without termination liability. The Customer must exercise its option to cancel the TPP for the affected Service within thirty (30) days of the date of the effective rate increase. (T)

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DS1 AND DS3 TERM PRICING/PAYMENT PLANS

C. DS3 HIGH CAPACITY SERVICE TERM PRICING PLAN (REGION 1)

DS3 High Capacity Services Term Pricing Plans (**DS3 TPPs**) are available where facilities exist in Region 1 and in the interstate corridors between specific Pennsylvania and New Jersey points and New Jersey and New York points.

Effective May 30, 2019, orders for new 5-Year DS3 TPPs are no longer permitted. Subject to Part 0, Section 1, the Company will continue to provide 5-Year DS3 TPPs pursuant to this Section on any existing 5-Year DS3 TPP that was in-service as of May 30, 2019, or any order for 5-Year DS3 TPP that was placed with the Company prior to May 30, 2019 (collectively, Existing 5-Year DS3 TPPs), subject to the following conditions:

- The Company will continue to provide Existing 5-Year DS3 TPPs for the selected commitment period until (i) the Customer discontinues Service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 5-Year DS3 TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period.

Effective October 28, 2022, orders for new 3-Year DS3 TPPs are no longer permitted. Subject to Part 0, Section 1, the Company will continue to provide 3-Year DS3 TPPs pursuant to this Section on any existing 3-Year DS3 TPP that was in-service as of October 28, 2022, or any order for 3-Year DS3 TPP that was placed with the Company prior to October 28, 2022 (collectively, Existing 3-Year DS3 TPPs), subject to the following conditions:

- The Company will continue to provide Existing 3-Year DS3 TPPs for the selected commitment period until (i) the Customer discontinues Service; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing 3-Year DS3 TPP is not permitted.
- Moves and changes are permitted provided that they do not require a new commitment period.

DS3 TPPs are pricing options available to Customers who are subscribed to specific longer term commitment periods in exchange for reduced monthly rates. TPPs are provided with Base Rates as described in Section 1d following and as set forth in Part E, Section 12.

When ordered, a multiplexing feature must have the same term period as the associated Service, and it is always assigned an expiration date that is coterminous with the associated Service.

1. Terms and Conditions

   a. At the end of a DS3 TPP, the Customer will not be eligible to receive discounted monthly charges. Non-discounted monthly charges will apply.

   b. Should a Customer terminate Service prior to completing the minimum period or the plan term period, termination liability may be applicable. Termination liability for the portion of the circuit provided under this Product Guide is assessed on channel terminations, fixed and per mile mileage, and multiplexing rate elements. Liability for terminations at a primary premises is calculated based upon the rate band determined by the last count taken. A Customer who downgrades a term plan to shorter duration, changes the system configuration or disconnects the Service will be treated as having terminated the Service.

   c. Reserved (C)

Availability limited.

DS1 AND DS3 TERM PRICING/PAYMENT PLANS

C. DS3 HIGH CAPACITY SERVICE TERM PRICING PLAN (REGION 1) (Cont'd)

1. Terms and Conditions (Cont'd)

d. Base Rates

The rates charges under 3-year and 5-year DS3 TPPs are based upon Base Rates as specified in Part E, Section 12. Such rates may change during the commitment period, but in no case will the Base Rate exceed the non-discounted monthly rate for the Service. In order to calculate the rates the Customer will pay, the following discount percentages are applied to the Base Rates Monthly Rate Per CT for 3-year and 5-year DS3 TPPs for DS3 High Capacity Channel Terminations, Channel Mileage, and Optional Features and Functions. The discount percentage shall be applied to the rate applicable to the price band involved. Discount percentages are not applied to nonrecurring rates.

3-Year	10%#	(T)
5-Year	35%#	

2. Termination With Liability

a. For Service discontinued prior to completion of the minimum service period, the Customer will be liable for 100% of the total monthly charges for the unexpired portion. Total monthly charges are calculated based upon the rate band determined in the last count taken.

b. DS3 TPPs are provided in conjunction with an Early Termination Provision (**ETP**) agreement.

For TPPs established or renewed prior to January 1, 2021, ETP is calculated using either of the following options that provides the Customer with the lowest termination liability.

Option I

- In addition to the minimum period liability of 100%, the Customer will be liable for 15% of the total monthly charges for the remaining portion of the term plan.

Option II

In addition to the minimum period liability of 100%, the following applies:

- Where there is neither a basic Month-to-Month rate nor a DS3 TPP period less than the actual time the Service has been in effect, Option I applies.

- Where there is no DS3 TPP period less than the actual time the Service has been in effect, the termination liability charge will be the difference between the full basic Month-to-Month rate and the selected DS3 TPP monthly rate for the period the plan has been in effect after the minimum period.

- Where there is a DS3 TPP period less than the actual time the Service has been in effect, the termination liability charge will be the difference between the monthly rate for the highest DS3 TPP period that could have been satisfied prior to discontinuation of the Service and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect after the minimum period.

Term availability limited. Refer to Page 5 of this Section 7.

DS1 AND DS3 TERM PRICING/PAYMENT PLANS

C. DS3 HIGH CAPACITY SERVICE TERM PRICING PLAN (REGION 1) (Cont'd)

2. Termination With Liability (Cont'd)

For DS3 TPPs established or renewed on or after January 1, 2021, termination liability is calculated at fifty percent (50%) of the MRCs for the remainder of the TPP period after the Minimum Period. Termination liability applies in addition to any Minimum Period obligation which may be applicable as specified in Part 0, Section 9,

3. Termination Without Liability

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DS1 AND DS3 TERM PRICING/PAYMENT PLANS

D. RESERVED (C)

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