

1. DEDICATED COMMUNICATIONS SERVICES

This section contains general regulations applicable to the following Dedicated Communications Services (Private Line); Channel Services (i.e., Analog Private Line) and Optinet Base Rate Service furnished by the Company (herein after referred to as "the Company") for intraLATA communications between specified customer (the word "customer", as used in this Guidebook is used to refer to the customer or authorized user of the service) locations and are in addition to other regulations, Nonrecurring Charges and Prices specified elsewhere in this Guidebook. In addition to this section, Part 15, Section 1, Sub-Section V applies to the Channel Services and Base Rate Services listed in this section of the Guidebook. When reference is made in this Guidebook to regulations and prices specified elsewhere in the Company's Guidebook such regulations and prices as they now exist, or as they may be revised, added to or supplemented, are hereby adopted and made a part of this Guidebook.

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Dedicated Communications Service is that of furnishing the requisite facilities, including channels and station equipment, to enable the customer and authorized users to communicate between specified locations and also to extend to another location through the addition of a dedicated channel.

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The Company will furnish channels for specific purposes, as described hereinafter, or on an agreed basis, subject to the availability of facilities and the requirements of the Company's message toll and local exchange telephone service, and subject to such other conditions as are specified in this Guidebook.

The customer must make known to the Company the purpose for which facilities are to be used and upon request supply a diagram of equipment and method of operation.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Priority of Services**

The use and restoration of inter-exchange service shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

Subject to a compliance with the above mentioned rules, where a shortage of facilities exists at any time either for temporary or protracted periods, the establishment of message toll and local exchange telephone service shall take precedence over all others.

Use of the Service

Dedicated Communications service may be used for the transmission of communications to, from, within and between air carriers where the customer is an aeronautical communications company licensed under the Aviation Services rules of the Federal Communications Commission to operate stations in the aeronautical mobile and fixed services.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Special Equipment and Arrangements**

The provisions contained in Part 3 apply to special equipment and arrangements furnished in connection with Dedicated Communications Services.

Inspections

The Company may, upon notice to the customer or authorized user, enter his premises to make such inspections as maybe necessary to determine that all requirements are being complied with in the installation, operation and maintenance of equipment and the Company may interrupt the service or channel if at any time such action should become necessary in order to protect any of its services or channels because of departure from these requirements. (C)

Construction Prices

If facilities are not available or, where the customer's individual requirements are such that special routing, special gauge of wire, unusual type of circuit facilities or more circuit facilities than could be utilized in the near future for telephone service, if service is discontinued by the customer, construction prices based on costs may be assessed.

Creation of Additional Channels

Customers or authorized users by use of their own equipment, and in accordance with the normal transmission characteristics of the dedicated communications service, may create additional channels from channels furnished by the Company if the channels are furnished by the Company for, and if the channels thus created are used for (1) remote metering, supervisory control or signaling purposes or (2) remote operation of mobile systems. (C)

Customers or authorized users by use of their own equipment and in accordance with the normal transmission characteristics of the grade of channel ordered may create additional channels for any type of communication, except as specified in the above paragraph, by subdividing a channel furnished for dedicated communications service telephone, teletypewriter or data transmission. (C)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Creation of Additional Channels (cont'd)**

The use of equipment provided by customers or authorized users to create additional channels from channels furnished by the Company is subject to the regulations contained in Connection of Terminal Equipment and Communications Systems following. (C)

The Company makes no representation as to the suitability of the channels provided by it for such subdivision into additional channels by such equipment.

Protective Equipment

Additional protective equipment if required, shall be provided by the customer or authorized user, or by the Company at the customer's expense. Such equipment shall be suitable to avoid hazard and damage to Company plant or injury to Company employees or to the public because of the character or location of customer-owned apparatus and sources of power to which it is connected. (C)

Testing and Adjusting

When the nature of the service or channel is such as to require testing and adjustment, the facilities provided by the Company shall be available for such purposes to the Company once in each twenty-four hours at a time agreeable to the Company and the customer or authorized user; no interruption allowance will be made to the customer for the time during which such tests and adjustments are made. (C)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

Facilities of Other Companies

This Guidebook contemplates the securing of facilities of other companies by the Company within exchange areas and at other places where the Company has no facilities available, in order that the Company may furnish to the customer a complete dedicated communications service or channel facilities between the specified stations. Other company prices, rules and regulations apply for that portion of facilities and services provided by other companies.

Advance Payments, Deposits and Construction Prices

See Parts 2 and 3 of this Company's Guidebook.

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1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

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Minimum Service Period

The minimum period of service is one month, except as provided elsewhere, and except where the cost of special construction is such as to necessitate a longer minimum period.

Temporary Surrender of a Service or Channels

When, at the request of the Company, a service or channel is temporarily surrendered by the customer, credit will be allowed, the amount of which will be determined in the same manner as for an allowance for interruptions.

Cancellation for Cause

Upon non-payment of any sum due the Company or upon violation of any of the conditions or regulations governing the furnishing of a service or channel, or upon the use of any service or channel for the purpose of performing any service in competition with the service which the Company may now or hereafter furnish, the Company may, by notice in writing to the customer, without incurring any liability, forthwith discontinue the furnishing of said service or channel.

Combination of Channels Used for a Single Purpose

Where a combination of two or more channels is necessary to provide channel facilities for a single purpose, charges are determined on the basis of the types and number of channels required.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Installation Interval Guarantee**

A failure to meet the installation interval date for the services following will result in a customer credit of the nonrecurring charges, billed to the customer for that service, where the responsibility for the failure is solely the Telephone Companies:

Series 2000 - Direct Analog
Series 3000 - Direct Analog
OPTINET Base Rate

This guarantee does not apply to any installation involving the following circumstances:

1. The customer requests expedited orders - see Part 15, Section 1, Sub-Section V.
2. Other Local Exchange Companies are designated as the billing company
3. The customer's premises is inaccessible
4. The customer changes interface requirements
5. The customer is not ready to accept service
6. Building facilities are not ready (includes space, cable support structures, building risers and entrance facilities to be provided by builder or owner or owner's subcontracted vendors)
7. The customer orders termination beyond the Network Interface

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Classification of Channels**Numbering Plan

Channels are classified by series and further classified within each series by types.

Categories of Channels

Series 1000 (Metallic and Telegraph), 2000 (Direct Analog), 3000 (Direct Analog) and 9000 (Miscellaneous). (C)

1. The Company reserves the right to revise any of the following parameters for any reason, including but not limited to, conformity with standards promulgated by ANSI, EIA, CCITT or similar agencies, utilization of new advances in the state of the technical arts, or to reflect changes in the design of equipment or services.

The customer is responsible for selecting the appropriate type of channel.

The Company has responsibility for the dedicated communications service up to the demarcation point on the customer premises at which the interface appears.

The customer is responsible for compliance with general provisions applicable to the connection of equipment and with specific provisions applicable to the series and type of service as found elsewhere in this Section.

For certain types of channels, either two-wire or four-wire customer premises interfaces are available. The customer must specify whether a two-wire or a four-wire interface is required.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Service Components**Local Distribution Channels

One Local Distribution Channel is required to connect the serving central office and the first termination of the service on non-continuous property.

When Multipoint Service is furnished for Series 2000 and 3000 channels, bridging equipment or arrangements are required for broadcast, polling or conferencing. Additional prices for such equipment or arrangements are specified with reference to the applicable types of service in their respective Price Lists following.

Inter-Office Channel Mileage

When intra-exchange dedicated communications service is furnished between customer locations in different central office serving areas, Interoffice channels are required to connect the serving central offices. When inter-exchange service between non-contiguous exchanges is furnished from a central office other than the principal central office of the exchange, Inter-office Channel Mileage is required between the serving central office and the principal central office.

Channel Mileage Terminations are required to terminate each end of the Inter-office Channel Mileage.

Inter-Exchange Channel Mileage

When dedicated communications service is furnished between customer locations in different exchange areas, Inter-exchange Channel mileage is required to connect the two exchanges. Channel Mileage Terminations required to terminate each end of Inter-exchange Channel Mileage.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Service Components (cont'd)**Building Channel Termination and Continuous Property Channels

When dedicated communications service is furnished on the same continuous property, a Building Channel Termination is required for each of the points of termination. A Building Channel Termination is also required to extend the termination of a Local Distribution Channel (excluding Types 2011 and 2014) within the same building or to another building on the same continuous property. In addition, when the terminations are located in different buildings on continuous property a Continuous Property Channel is required (including Types 2011 and 2014).

Channels within the same building and between buildings on the same continuous property are not furnished to provide intrasystem wiring for a key or PBX system.

When channels are furnished on continuous property, any necessary supporting structure (poles, conduit, etc.) specified by the Company must be furnished and maintained by, or at the expense of, the customer.

When connection of three or more points requires the use of bridging equipment, charges for Multistation Service apply.

Other

The following types of service have special configurations which are described in the regulations applicable to the specific service:

1. Type 2006A, 2006B and 2012, Central Office Terminals furnished for connection to Local Exchange Service.
2. Type 2011, dedicated communications services which are connected to Exchange Service for the provision of off-premises extensions.
3. Type 2026, dedicated communications services (Tie Lines) which terminate on a Centrex C.O.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

Service Components (cont'd)

Other (cont'd)

4. Type 2041A and 2041B, Central Office Terminals furnished for Telephone Answering Service use for the termination of a patron's service on a concentrator located on Company premises.
5. Type 2043A and 2043B, dedicated communications services which connect Company provided concentrator equipment with identifiers located on Telephone Answering Service premises.

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The following service options are also available to the customer as specified below:

1. Conditioning (See Other Features and Arrangements following)
2. Signaling (See Other Features and Arrangements following)
3. Alternate Use (See Part 20)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Mileage Measurements**Two-Point Service

Inter-Exchange Channel Mileage

Prices for Inter-exchange Channel Mileage are based on the airline mileage between the principal central offices of the exchange areas where service is terminated except as provided in the following paragraph.

Prices for Inter-exchange Channel Mileage between contiguous exchanges one or both of which include multi-central offices are based on the airline mileage between the serving central offices where the service is terminated.

Inter-exchange channel mileage prices apply for each mile or fraction.

Inter-Office Channel Mileage

For intra-exchange service, prices for Inter-office Channel Mileage are based on the airline mileage between serving central offices; for inter-exchange service between non-contiguous exchanges, rates are based on the airline mileage between the serving central office and the principal central office of the exchange.

Inter-office channel mileage prices apply for each mile or fraction.

Exceptions

Service between Hammond, Indiana, and Calumet City, Illinois; Highland, Indiana, and Lansing, Illinois; or between New Albany, Indiana, and Louisville, Kentucky, is subject to inter-exchange prices of the state involved for the portion of mileage in each state.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Mileage Measurements (cont'd)**Multipoint Service

Each Inter-exchange Channel connecting the exchange areas within which service is furnished and each Inter-office Channel connecting serving central offices within an exchange area are considered separate channels for which airline mileage is independently computed. When the customer specifies the sequence in which exchanges or serving central offices are to be connected, the channel charges will be determined in that sequence. Otherwise, the Inter-exchange Channel Mileage prices will be based on whatever combination of airline mileage's between exchanges produces, in conjunction with any applicable inter-office mileage, the lowest total mileage charge for the combined inter-exchange and inter-office mileage.

Application of Nonrecurring Charges

One Nonrecurring Price applies to the Installation of Each Local Distribution Channel, Central Office Termination, or Building Channel Termination.

A Nonrecurring Price - Initial applies for the first Local Distribution Channel to each premises or for the first Central Office Termination in each Central Office or for the first Building Channel Termination.

A Nonrecurring Price - Additional applies for each additional Local Distribution Channel of the same type furnished to the same premises at the same time as the first Local Distribution Channel or for each identical Central Office Termination furnished in the same Central Office or for each additional Building Channel Termination installed at the same time on the same continuous property.

When additional Local Distribution Channels, Central Office Terminations or Building Channel Terminations are of different types or are installed at different locations or at different times the Nonrecurring Price - Initial applies.

One Move Charge Applies to the Move of the First Termination of a Local Distribution Channel or Building Channel Termination within the Same Building.

A Move Price-Initial applies to relocate the first termination of a Local Channel or Building Channel Termination within the same building.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Application of Nonrecurring Charges (cont'd)**

A Move Price-Additional applies to move each additional Local Channel or Building Channel Termination of the same type at the same time within the same building.

One Retermination Charge Applies to Reterminant the First Termination Of a Local Distribution Channel or Building Channel Termination Due to a Change in Their Associated Terminal Equipment when the Location of the Local Distribution Channel Termination does not Change.

Jack Prices as Found in Part 3, Apply to the Installation, Move, or Change of a Standard Jack.

Premises Work Charges as Found in Part 3, Apply to the Installation, Move or Retermination of Each Local Distribution Channel or Building Channel Termination.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Definitions**Authorized User

The person, firm or corporation (other than the customer) on whose premises a telephone on the dedicated communications service or channel is located and who may communicate over the dedicated communications service or channel according to the terms of the Guidebook. An (T) authorized user must be specifically named in the service contract.

The person, firm or corporation which is authorized by an OCC patron to be connected to the OCC service of the patron.

Building Channel Termination

A termination of a channel furnished wholly within the same building or in different buildings on the same continuous property. Also the additional termination of a Local Distribution Channel (excluding Types 2011, 2014 and Type 2017) within the same building or in different buildings on the same continuous property.

Continuous Property Channel

That portion of a channel between buildings on the same continuous property (including Types 2011, 2014 and 2017).

Customer

The person, firm or corporation who signs the application for service and is responsible for the payment of charges and the compliance with the rules and regulations of the Company.

Dedicated Communications Service

Dedicated Communications Service is that of furnishing the requisite facilities including channels and network terminating equipment, to enable the customer and authorized users to communicate between specified locations for continuous use. It is furnished on a contract basis.

Dedicated Communications Service Channel

Dedicated Communications Service Channels are electrical paths suitable for the purpose furnished and are derived in such a manner as the Company may elect.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Definitions (cont'd)**Dedicated Communications Service Components

The Local Distribution, Inter-office Channel Mileage and Inter-exchange Channel Mileage furnished to a customer without intermediate channel switching arrangements.

Dedicated Communications Teletypewriter Service

Dedicated Communications Teletypewriter Service is that of providing the requisite facilities, including channels and network terminating equipment to enable the customer and authorized users to communicate by means of teletypewriter equipment between specified locations.

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Entrance Facilities

The facilities required to extend customer-provided communications systems to a premises of the customer or authorized user. Channels are furnished on a two-point basis for half or full duplex operation.

Equalization

Equalization is the procedure applied to a program transmission channel so that the component frequencies of the program material transmitted have about the same relationship at the two ends of the channel.

Full Duplex Service

Service which permits customers and authorized users to communicate in both directions simultaneously.

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Half Duplex Service

The arrangement of a channel which provides for communications at any one time in either direction but not for communications in both directions simultaneously.

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1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Definitions (cont'd)**Multipoint Service

Communications capability between three or more dedicated communications station locations located on different premises constituting a common dedicated communications system.

Network for Program Transmission Channels

The term "Network" used in connection with program transmission channels denotes the channel facilities connecting two or more stations of a customer when at all times or at certain times the stations form a distinct operating group.

Non Loaded Circuit

A circuit without regularly spaced inductors which are normally provided to control frequency loss. These circuits are suitable for limited distance data transmission.

Signal Source

The term "Signal Source" when used in connection with channels for television transmission denotes a location at which video and audio baseband signals are supplied to a local distribution system.

Station

The term "Station" as used in connection with dedicated communications services denotes the transmitting or receiving equipment, or combination transmitting and receiving equipment, located on the premises of a customer or authorized user and connected for dedicated communications service.

The term "Station" as used in connection with dedicated communications service channels denotes a point on the premises of a customer or authorized user at which a dedicated communications service channel is terminated; in connection with program transmission channels, the term "Station" also includes points designated by a customer on premises other than those of the customer or an authorized user at which program material is delivered to, or received from, channels of the Company.

Two-Point Service

Involves connections of two station locations only, as distinguished from multipoint connections.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**A. Description**

This section contains general regulations applicable to the following Dedicated Communications Services (Private Line): DS1 Service, DS3 Service, OC-*n* Point-to-Point Service, OC-*n* Dedicated Ring Service, Central Office Multiplexing and Cross Connect Services, Network Reconfiguration Service^{/3/}, Fiber Distributed Data Interface Service, LAN Interconnect Service, GigaMAN Service^{/2/} and Multi-service Optical Network Ring (MON Ring) Service^{/1/} furnished by the Company (herein after referred to as "the Company") for intraLATA communications between specified customer (the word "customer", as used in this Guidebook is used to refer to the customer or authorized user of the service) locations and are in addition to other regulations, Nonrecurring Charges and Prices specified elsewhere in this Guidebook. When reference is made in this Guidebook to regulations and prices specified elsewhere in the Company's Guidebook such regulations and prices as they now exist, or as they may be revised, added to or supplemented, are hereby adopted and made a part of this Guidebook. (C)

1. Private line services are provided between specified customer locations twenty-four hours daily, seven days per week, with a minimum service period of one month (from date of installation) except as otherwise specifically stated. For Guidebook purposes, every month is considered to have thirty days.
2. Wherever facilities are provided jointly by the Company and one or more other telephone companies, the regulations, prices of such other telephone companies apply for the equipment and facilities furnished by them for use in connection with the interexchange service provided by the Company.

When the Company and one or more other telephone companies involved in provisioning these services operate under a meet point multiple billing arrangement, the circuits provided by the other telephone companies shall be multiple billed. Under the meet point multiple billing arrangement, the other telephone companies involved shall bill at their rates for the portion of the circuits located in their company territory.

3. Connections involving private line service may not be made except as authorized in the Connections Section of this Guidebook and as described in Part 68 of the Federal Communications Commission's Rules and Regulations.

/1/ Effective December 1, 2012, Multi-service Optical Network Ring (MON Ring) Service is limited to existing customers. For additional information, see Part 20, Section 15.

/2/ Effective September 30, 2017, GigaMAN Service will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

/3/ Effective October 30, 2018, Network Reconfiguration Service (NRS) will no longer be available for purchase by new or existing customers. See Part 20, Section 15. (N)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

A. Description (cont'd)

4. Each Company wire center has been assigned to a rate zone. A list of the Rate Zone assignments can be found in Paragraph U of this Section (Rate Zone Wire Center Assignment). For services in Section 3 with rate elements subject to zone pricing, the following conditions apply:
 - Local Distribution Channel, Channel Mileage and Channel Mileage Termination rates are dependent upon the zone assignment of the serving wire center.
 - Channel Mileage that is computed between wire centers in different rate zones will be assessed the rates in the higher rate zone.
 - Multiplexing rates will be determined by the location of the multiplexing arrangement.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**B. Limitations**

1. When it is necessary to use interexchange private lines of another telephone company in order to furnish a private line service, such private line service will be furnished only if satisfactory arrangements can be made with such other telephone company.
2. All prices listed in this Guidebook provide for the furnishing of the specified service subject to the availability of suitable facilities and equipment or where the construction of such facilities or placement of equipment does not involve unusual costs. When the revenue to be derived from the service does not warrant the Company assuming the unusual costs, the customer may be required to pay all or a portion of such costs and/or to contract for the service for a sufficient period of time to warrant the construction, depending on the circumstances in each case. (T)
3. Any equipment offered herein which has grandfathered status under the FCC's Registration Program is offered and provided only to the extent of available stock, unless otherwise specified elsewhere in this Guidebook. The Company will maintain the item of equipment only (T) as long as it is repairable. When the Company determines the equipment is no longer repairable, the customer must forego further use of the equipment which will be removed by the Company.
4. For items of equipment, other than those with grandfathered status, which are no longer offered to new customers but which are continued in service for existing customers at the location or locations specified in the regulations for these items, the Company cannot assure that it will continue to maintain these items for more than one year beyond the date when the equipment can no longer be provided to new customers. After one year, the Company will maintain the item of equipment only as long as it is repairable. When the Company determines the equipment is no longer repairable, the customer must forego further use of the equipment which will be removed by the Company.
5. Customers may use customer provided equipment to derive additional channels from a channel furnished by the Company as long as the channel so used remains within the specifications of the channel type provided to the customer. However, the Company does not guarantee the suitability of the channel provided by it for such subdivision into additional channels by the customer.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**C. Provision of Service**

1. All of the facilities used in providing a private line service shall be provided by the Company or by the Company and connecting telephone companies, except as stated elsewhere in this Guidebook. Such facilities will be provided up to the point of minimum penetration at the customers premises. Premises wiring beyond the point of minimum penetration will be provided by the customer in accordance with FCC regulations. Terminal equipment or communications systems for use with private line services will be customer provided. (T)
2. All use of Company provided facilities not otherwise defined in this Guidebook or FCC regulations remain for the exclusive use of the Company in the provision of its service. (T)
3. Transmission parameters for private line services will be measured at the network interface. Transmission parameters for sub-voice and voice grade channels are defined for a single point of termination on the customers premises. While multiple terminations of a channel beyond the network interface (utilizing inside wire) are permitted, transmission parameters for a channel so terminated cannot be assured. Equipment that regenerates circuit transmission for multiple terminations and/or longer than inside wiring design standards will be provided by the customer in accordance with FCC regulations.
4. If the Company provided interface must, for regulatory or other Company reasons, be located closer to the customer's equipment than the point of minimum penetration, inside wire between the point of minimum penetration and the interface must meet appropriate Company standards, otherwise, transmission parameters will not be supported beyond the point of minimum penetration.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

C. Provision of Service (cont'd)

5. Facilities furnished by the Company on the premises of a customer are the property of the Company.
6. Equipment located on the Company's premises used to provide a private line service will be provided by the Company.
7. Special equipment and service arrangements for which provision is not otherwise made in this Guidebook will be furnished whenever practicable, if in connection with and not detrimental to any of the services furnished by the Company under this Guidebook, at charges based on cost when such special service arrangements are to meet the unique requirements of a small number of customers. (T) (T)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

D. Unlawful Use of Service

1. Termination of service shall take place after reasonable notice is provided the customer, or as ordered by the Court.
2. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to the Company the written findings of a judge, then upon written request of the subscriber, and agreement to pay restoral of service charges and other applicable Service charges, the Company shall promptly restore such service.
3. Service shall not be used to:
 - Make any oral or written comment, request, suggestion or proposal, or to transmit any non-verbal material, which is obscene, lewd, lascivious, filthy or indecent;
 - Impersonate another person with fraudulent or malicious intent;
 - Call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass such other person;
 - Transmit a message, to locate a person, or to give or obtain information without payment of the charges applicable to such use.
4. No device shall be used by a customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**E. Liabilities of the Company**

1. The Company's failure to provide or maintain services under this Guidebook shall be excused by circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a service interruption as set forth elsewhere in this Guidebook. (T)
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2. The Company does not undertake to transmit messages, but furnishes the use of its facilities for its customers to communicate.
3. The Company is not liable for any defacement of or damage to the premises or property of a customer resulting from the existence of facilities furnished by the Company on the premises, or the installation or removal of such facilities, unless such defacement or damage is the result of negligence of the Company.
4. When facilities or equipment of another telephone company are used in establishing connections to points not reached by the facilities or equipment of the Company, the Company is not liable for any act or omission of the other company.
5. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company;
 - Caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in the event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
 - Not prevented by Customer Provided Equipment (CPE), but which would have been prevented had Company-provided equipment been used. No other liability shall in any case attach to the Company.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

F. Indemnification

1. The Company shall be indemnified and saved harmless, including costs and reasonable attorney's fees, by the customer or customers against:
 - Claims for libel, slander, or the infringement of copyright arising directly or indirectly from material transmitted over the facilities or the use thereof;
 - Against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the customer;
 - Against all other claims arising out of any act or omission of the customer, in connection with the facilities provided by the Company;
 - Any liability arising out of the use of broadcast television material picked up and retransmitted to an educational television system;
 - Any and all losses from damage to the customer's facilities or equipment attached or connected to facilities furnished by the Company.
2. The Company will refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save harmless the Company from and against any and all loss or damage that may result to facilities or equipment furnished by the Company at such locations.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

F. Indemnification (cont'd)

3. The Company does not guarantee nor make any warranty with respect to services provided by it for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said service so provided. The Company may require each customer to sign an agreement for the furnishing of such service as a condition precedent to the furnishing of such service.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**G. Installation, Maintenance and Repair**

1. The Company assumes all ordinary expense of installation, maintenance and repair of the facilities on the network side of the network interface for the service provided. The customer may not install, rearrange, disconnect, remove or attempt to repair or permit others to install, rearrange, disconnect, remove or attempt to repair any equipment installed by the Company on the network side of the network interface except upon written consent of the Company.
2. The customer agrees to notify the Company promptly in writing whenever alterations or new construction on premises owned or leased by the customer, or an authorized user, will necessitate changes in the Company's equipment, and the customer agrees to pay the Company's current charges for such changes. The Company will move the equipment to any point where the Company furnishes similar service accessible with its facilities upon written order, provided the customer agrees to pay the Company's current charges.
3. Special protection may be required for private line services furnished at power generating stations, substations, or other locations which may be subject to high ground potential during fault conditions. When the Company determines that such protective equipment is required, it will be furnished, installed and maintained by the Company at the appropriate prices as set forth elsewhere in this Guidebook. (T)
4. Nonrecurring Charges specified in this Guidebook contemplate work being performed by the Company during usual working hours on normal working days. When, at the specific request of a customer or applicant for service, work is performed at other times, either for the convenience of the customer or applicant for service or for other reasons not under control of the Company, the expense incurred by the Company in excess of the normal expense of such work, when performed during usual working hours on normal working days, may be billed to the customer or applicant for service, in addition to the charges otherwise applicable. (T)
5. When a customer requests that Company personnel be available at a customers premises on a "stand-by" basis (e.g. at sporting events, one-time entertainment events, etc.), time, including travel time and overtime premiums (as appropriate), will be charged to the customer in addition to any other appropriate prices applicable to the service ordered.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**H. Customer Obligations and Responsibilities**

1. Customer provided equipment must operate within the transmission parameters of the channel facilities furnished.
2. If a customer's use of service interferes unreasonably with the service of other customers, the interfering customer will be required to take service in sufficient quantity or of a different class or grade.
3. The customer must fully compensate the Company for damages to Company provided facilities caused by negligence or willful act of the customer. The customer must also reimburse the Company for any loss through theft of facilities, equipment or apparatus on the customers premises.
4. The customer is responsible for making all arrangements for the necessary authorizations for the off-the-air pickup and use for retransmission of television program material.
5. The customer shall provide a route and support structure suitable to the Company for the entrance facility.
6. When a customer is so located that it is necessary for the Company to obtain right-of-way to furnish and maintain service, the customer may be required to pay the cost (including rental) of securing and retaining such right-of-way.
7. The Company's obligation to furnish service, or to continue to furnish service, is dependent on its ability to obtain, retain and maintain suitable rights and facilities and to provide for installation and maintenance of the necessary poles, rooftop antennas and associated mounting structures and facilities, lines, circuits and equipment.
8. When, at the request of the customer, the Company rearranges, moves or replaces existing facilities or equipment within a building or entering a building, the customer will pay all associated costs.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**H. Customer Obligations and Responsibilities (cont'd)**

9. When and where Company equipment and facilities are installed on a customers premises and the equipment and facilities require floor and/or wall space, the customer shall provide, maintain and bear the expense of the following:
 - Floor and wall space and any other structure or housing required for the installation, operation, maintenance, and removal of Company equipment and facilities.
 - An environment to include HVAC and power as outlined in paragraph 10 below.
 - Company access to such spaces for installing, testing, inspecting, operating, repairing or removing Company equipment, facilities and services.
 - When required, conduit and all other support structure in buildings to meet applicable building and electrical codes.
 - When required, the penetration of floors and walls and the fire stopping and sealing of pathways through floors and walls. The work must be performed in compliance with all applicable federal and state building, electrical, and safety codes.
 - The path and connection from the buildings main electrical ground and the Company protector.
 - Provide and maintain a suitable space, housing, and environment to protect equipment and facilities from damage, harm, or interference from the surrounding environment, weather or other hazards during installation, operation, maintenance, and removal of equipment and facilities.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

H. Customer Obligations and Responsibilities (cont'd)

10. When and where Company equipment is installed on a customers premises and the equipment requires power for its operation, the customer is responsible for providing a suitable supply of commercial power, including convenience outlets and lighting, at no cost to the Company.
11. See Special Construction Charges for additional obligations and responsibilities of the customer.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

I. Advance Payments and Deposits

1. The Company reserves the right to require applicants to make a deposit, to be held by the Company as a guarantee of payment of Guidebook charges. The fact that a deposit has been made in no way relieves the applicant or customer from complying with Company regulations as to advance payments and the prompt payment of bills on presentation. When the contract is terminated such amount of the deposit as is necessary will be applied to any indebtedness to the Company for Guidebook charges. At the option of the Company, such deposit may be refunded or credited to the customer at any time prior to termination of contract. (T)
2. The Company may at its sole discretion, in lieu of a deposit, accept a bond, in form and amount satisfactory to the Company and with sureties satisfactory to the Company, or accept other arrangements to safeguard its interests such as a guarantee by an individual or by a corporation having power under its charter to act as a guarantor.
3. In case of a cash deposit, simple interest will be paid for the period during which the deposit is held by the Company. See Part 2, Section 2 for applicable interest rate.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**J. Cancellation of Application for Service**

When an applicant cancels an order for service, other than those provided by Special Construction:

1. Prior to the issuance of an order, no charges apply.
2. After the issuance of an order, Nonrecurring Charges apply as follows:
 - Canceled before the Record Issue Date (RID), the Administrative Charge applies.
 - Canceled on or after the RID, but before the Plant Test Date (PTD), the Administrative Charge and the Design and Central Office Connection Charge apply.
 - Canceled on or after the PTD, the Administrative Charge, Design and Central Office Connection Charge and Customer Connection Charge apply.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**J. Cancellation of Application for Service (cont'd)**

When an applicant cancels an order for service involving Special Construction:

1. Prior to the issuance of an order, no charges apply.
2. After the issuance of an order, but prior to the start of construction, all Nonrecurring Charges associated with the design of the Special Construction and the Administrative Charge will apply.
3. After construction has begun:
 - If there is another requirement for the specially constructed facilities, the Administrative Charge, Design and Central Office Connection Charge, and the Customer Connection Charge will apply.
 - If there is no other use for the specially constructed facilities, a charge equal to all the costs incurred in the special construction (including overheads), less net salvage, applies in addition to the Administrative Charge, Design and Central Office Connection Charge, and the Customer Connection Charge.
4. Installation or special construction of facilities for a customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the customer has advised the Company to proceed with the installation or special construction.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

K. Disconnection or Refusal of Service

The Company may disconnect or refuse service for any of the reasons stated below:

1. If the applicant is indebted to the Company for a service previously rendered or furnished.
2. Upon objection to the furnishing of service made by or on behalf of any governmental authority.
3. For failure to provide access to Company-owned service or equipment, after the Company has made a written request to do so.
4. For violation of or noncompliance with any Company rules or regulations for which the Company is authorized by Guidebook to deny or refuse service. (T)
5. Without notice in the event that the customer's use of equipment adversely affects the Company's service to others.
6. Without notice in the event that the customer's use of equipment will endanger public safety or health.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

L. Termination of Service

1. Service is considered terminated by discontinuance or relocation prior to the expiration of the minimum service period, except where otherwise stated in this Guidebook. (T)
2. If specific termination charges are defined in the Guidebook, these charges apply. (Please see (T) Section R. following.)
3. If no specific termination charges are defined, full service charges apply for the unexpired portion of the minimum service period.
4. Service may be terminated after expiration of the minimum service period upon notice being given to the Company a reasonable period in advance and upon agreement to pay the charges due to the date of termination of service.
5. For multiple like items, termination charges will be applied treating the last like item installed as the first item removed.
6. Except as provided above, no charges are applied for removal of service or equipment.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**M. Assignment or Transfer of Service**

The service of a customer, or any rights associated therewith, may be assigned or transferred, with the customer's consent, only under the following conditions:

1. There is no interruption or relocation of the service.
2. The assignee or transferee assumes all outstanding indebtedness for the service and the unexpired portion of the service period originally contracted for.
3. All regulations and conditions contained in this Guidebook shall apply to the assignee or transferee.

N. Change in Service Arrangement

If a modification of use causes a service to be re-designated from an Exchange to an Access status, such a change is allowed without incurring Termination Charges, given the following conditions are met:

- There must be no change in service locations
- The new Term Payment Plan (TPP) must be equal to or longer than the remaining time in the existing TPP^{/1,2/}

(C)

Upgrades are permitted subject to the underlying product guide.

Nonrecurring charges associated with the service under the new jurisdiction may apply.

O. Resale

The Company will permit resale or sharing of private line service under the terms and conditions of this Guidebook. The Customer of Record shall be liable for all charges, and the Company shall not be responsible for the allocation of usage or charges for resold/shared service. In the event of the failure of the Customer of Record to pay all charges by the due date, the users shall be jointly and severally liable for such charges.

/1/ As of October 1, 2013, Term Payment Plan terms greater than 36 months are no longer available for new or renewing subscribers.

/2/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service, DS3 Service, and Central Office Multiplexing and Cross Connect Services.

(N)

(N)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**P. Mileage Calculations Using V & H Coordinates**

Mileage measurements (Channel Mileage) for purposes of Dedicated Communications Services (digital) is defined as the distance between two serving wire centers, a serving wire center and a Carrier Point of Presence (POP), or a serving wire center and either a Company hub, multiplexing location or ring node. In order to calculate mileage measurements, a mathematical process using V & H Coordinates is used.

V & H Coordinates

V & H grid lines have been established across the state. The spacing between adjacent vertical grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1 (approximately 0.3), expressed in statute miles. A vertical (V) and horizontal (H) coordinate is computed for each wire center from its latitude and longitude location by use of appropriate map projection equations. A pair of V & H coordinates locates a wire center at the intersection of its vertical grid line with its horizontal grid line.

The National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4 lists the V & H coordinates for all state wire centers.

Calculation

When computing mileage distances (Channel Mileage) for Dedicated Communications Services, the following process should be used:

EXAMPLE

<u>V</u>	<u>H</u>
----------	----------

STEP 1

Obtain the V & H coordinates for each wire center (from NECA #4).

Wire Center	#1	5574	2543
Wire Center	#2	5495	2508

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**P. Mileage Calculations Using V & H Coordinates (cont'd)**Calculation (cont'd)**EXAMPLE (cont'd)**

	<u>V</u>	<u>H</u>
STEP 2 Calculate the difference ^{/1/} between the V coordinates of the two wire centers.	Difference	79
Calculate the difference ^{/1/} between the H coordinate of the two wire centers.	Difference	35
STEP 3 Square the V and H difference found in STEP 2.	Square	6,241
STEP 4 Add the squares of the V and H differences found in STEP 3.	Add	7,466
STEP 5 Divide the sum of the squares determined in STEP 4 by 10.	Divide by 10	746.6

/1/ The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

P. Mileage Calculations Using V & H Coordinates (cont'd)

Calculation (cont'd)

EXAMPLE (cont'd)

V H

STEP 6

Obtain the square root of the result obtained in STEP 5.

Square Root

27.3

STEP 7

The result obtained in STEP 6 is the distance in miles between wire centers. Since fractional miles are considered full miles, round the result up to the next integer value.

Distance

28 Miles

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Q. Shared Network Arrangement**

A Shared Network Arrangement is a service offering that enables a customer (the Service User) to connect subtending services to the higher speed multiplexed service of another customer (the Host Subscriber).

The following terms and conditions apply to Shared Network Arrangements:

1. The Company will maintain separate records and billing for each customer. Each customer will be billed for those elements associated with their own portion of the service configuration. Under no circumstances will the charges for individual elements be split.
2. Under the Shared Network Arrangement, the Company may share record information with the Host Subscriber pertaining to the services of other users of the shared network. Such disclosure will be under the sole discretion of the Company as is necessary to perform billing reconciliation and/or other functions required in connection with maintaining account records.
3. When establishing service under a Shared Network Arrangement, the Host Subscriber and the Service User must coordinate with each other the design, testing and maintenance of the service; additionally, the Service User must provide to the Company the Connecting Facility Assignment (CFA) and the High Capacity Billing Account Number (HBAN) of the Host Subscriber.
4. Upon receipt of a letter of authorization for a Shared Network Arrangement from the Host Subscriber, the Company will undertake to connect the Service User's circuits to the Host Subscriber's service and to establish and maintain separate billing for the Service User's portion of the service. In the event that the Service User is requesting a subtending circuit from a Host Shared Network Arrangement with a third-party host (a cascading Shared Network Arrangement), the Service User must also obtain and provide to the Company the appropriate HBAN and CFA of the third-party host, in order to identify the complete circuit for purposes of maintenance and testing continuity.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**Q. Shared Network Arrangement (cont'd)**

5. Each customer entering into a Shared Network Arrangement is solely responsible to the Company for charges associated with that customer's portion of the shared network. Disconnection of service by the Host Subscriber does not relieve another user of the network of any obligation to pay access charges associated with the portion of the shared network to which that user subscribes. Billing for services and facilities will continue until a disconnect request from the Service User has been received by the Company. The Host Subscriber is solely responsible for notifying the connecting Service User in the event of disconnection of the host service which affects that portion of the shared network service to which the Service User has subscribed.
6. For administrative purposes, one "arrangement" under the Shared Network Arrangement offering shall be limited to the agreement between one Host Subscriber and one Service User permitting the Service User to connect a specified number of subtending circuits to one specified multiplexer on the host's service. Agreements between one Host Subscriber and two (or three, etc.) Service Users shall be deemed to comprise two (or three, etc. respectively) separate "Arrangements". However, an agreement to expand the scope of an existing Arrangement by subsequently increasing the number of subtending circuits on the same multiplexer shall not constitute a new or separate "Arrangement".
7. Shared Use as described elsewhere in this Guidebook will apply to both the Host Subscriber's and Service User's portion of the service for which they are billed. Any reconciliation of shared use must be negotiated between the Host Subscribers and Service Users. (T)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

Q. Shared Network Arrangement (cont'd)

8. A Shared Network Arrangement shall be established between a Host Subscriber and a Service User upon the completion of the service order for the first circuit(s) in the arrangement. No Shared Network Arrangement shall be deemed to be in effect until at least one subtending circuit has been installed for the Service User. A Shared Network Arrangement shall be deemed canceled when the last subtending circuit has been disconnected.
9. When a Service User places an order that requests the connection of a subtending circuit(s) to a Host Subscriber's multiplexed service, a Processing Charge will be applied to each service connection requested. The Processing Charge applies in addition to all other applicable charges.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**R. Term Payment Plans**

The following services are offered under a Term Payment Plan (TPP):

Base Rate Service ^{/1/}	
DS1 Service ^{/3,7/}	(C)
DS3 Service ^{/3,7/}	(C)
OC-n Point-to-Point Service ^{/3/}	
OC-n Dedicated Ring Service ^{/4/}	(C)
Central Office Multiplexing and Cross Connect Services ^{/3,7/}	
Network Reconfiguration Service (NRS) ^{/3,6/}	
GigaMAN® Service ^{/5/}	
Multi-service Optical Network Ring (MON Ring) Service ^{/2/}	

During the length of the selected TPP, monthly prices for service ordered under the plan will automatically change (increase or decrease) as Company-initiated price changes become effective. However, under no circumstances will any price change cause the monthly price for the service to exceed the price that was in effect at the beginning of the selected TPP term.

/1/ Effective December 1, 2006, Term Pricing Plans (TPP) for Base Rate Service are grandfathered. Existing customers may remain on their current plan until the existing term expires. Upon expiration, customers will be charged the current monthly rates.

/2/ Effective December 1, 2012, Multi-service Optical Network Ring (MON Ring) Service is limited to existing customers. For additional information, see Part 20, Section 15.

/3/ As of October 1, 2013, Term Payment Plan terms greater than 36 months are no longer available for new or renewing subscribers.

/4/ All term plans for OC-n Dedicated Ring Service which are established, renewed or extended after December 13, 2013, for term lengths which are scheduled to expire at any time after February 1, 2019, will instead expire on February 1, 2019. Notwithstanding anything to the contrary in the previous sentence, this footnote does not apply to any term plans established after July 15, 2017.

/5/ Effective September 30, 2017, GigaMAN Service will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

/6/ Effective October 30, 2018, Network Reconfiguration Service (NRS) will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

/7/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service, DS3 Service, and Central Office Multiplexing and Cross Connect Services.

(N)
|
(N)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**R. Term Payment Plans (cont'd)**

In addition to other regulations of this Guidebook, the following terms and conditions apply to Term Payment Plans:

Term Payment Plans for Base Rate Service^{/1/} will not be offered on circuits that have a location in an (C) Independent Telephone Company territory.

Term Payment Plans for DS1 Service^{/2/} will not be offered on circuits that have both locations in an (C) Independent Telephone Company territory.

For DS3 Service^{/2/}, only a twelve-month Term Payment Plan will be offered on circuits that have both (C) locations in an Independent Telephone Company territory.

When the telephone companies involved in jointly-provisioned service change to meet point multiple billing, the TPP rates associated with the portion of the circuit in the Independent Telephone Company territory become null and void. Under the meet point multiple billing arrangement, the Independent Telephone Company(s) involved will provide billing at their offered rates for the portion of the circuit in their territory. The TPP for the AT&T portion of the circuit will remain intact. A 60-day advance notice will be sent to customers prior to a change from a single bill to multiple bills.

/1/ Effective December 1, 2006, Term Pricing Plans (TPP) for Base Rate Service are grandfathered. Existing customers may remain on their current plan until the existing term expires. Upon expiration, customers will be charged the current monthly rates. (N)

/2/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service and DS3 Service. (N)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**R. Term Payment Plans (cont'd)**Changes

1. With the written permission of the Company, the obligation to pay the TPP charges may be assumed by another customer if the service has not been terminated and if the other customer intends to continue using the service at the present location and actually continues such use. Such assumption of service does not relieve or discharge the original customer from remaining jointly or severally liable with the transferee for any and all obligations existing at the time of the transfer.
2. During a customer's TPP term, conversion may be made to a new TPP term of the same or greater length or to a higher speed service so long as any product-specific upgrade criteria are met (refer to the applicable product tariffs), if the expiration date for the new service or TPP term is beyond the end of the original TPP term. The new TPP becomes effective upon execution. Customers may also change from a Month-to-Month Payment Plan to an TPP. No credit for months under the previous TPP or under the month-to-month plan may be transferred to the new TPP. The customer incurs no liability for the remaining months on the original TPP, since the change is not considered a termination of service. Nonrecurring Charges, as appropriate, will apply for changes to the customer's service. For example, if a customer converts to a higher speed service, nonrecurring charges will apply. The prices applicable for the new term are those currently in effect for new customers.
3. If a customer requests additional Primary Termination(s) and/or a Central Office Multiplexer Termination be added to an existing TPP, there are two methods available:
 - The addition(s) to the circuit may be added at the month-to-month or monthly extension price (if applicable) currently in effect, or
 - The addition(s) will be governed by the original TPP date of the circuit and will be billed at the then current tariff price for the TPP items being added for the TPP term length the customer originally specified.

A customer may combine both methods on the same circuit.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**R. Term Payment Plans (cont'd)**Changes (cont'd)

4. If a modification of use causes a service to be re-designated to an Access Service status, the remaining length of the contract continues to apply.
5. During a customer's DS3 Service^{/3/} TPP term, conversion may be made from one DS3 Service to (C) a higher speed service, if the expiration date for the new TPP term is beyond the end of the original TPP term. The new TPP becomes effective upon execution. The customer incurs no liability for the remaining months on the original TPP, since the change is not considered a termination of service. Nonrecurring Charges, as appropriate, will apply for changes to the customer's service.

Renewal Options

1. Six months prior to completion of the customer TPP term, any term then available under the TPP may be selected at the prices currently in effect for new customers at the time of the renewal. The customer will be charged the then current price for the renewal payment period upon execution of the new TPP.
2. If the customer does not elect a new TPP after completion of a TPP and does not request discontinuance of service, service will be continued at the monthly price then currently in effect for the Month-to-Month Payment Plan (or Monthly Extension Price for DS3 Service^{/3/}, OC-n Point-to-Point Service, GigaMAN[®] Service^{/2/} or Multi-service Optical Network Ring (MON Ring) Service^{/1/}). At a later date, the customer may elect any TPP option currently in effect for new customers. (C)

/1/ Effective December 1, 2012, Multi-service Optical Network Ring (MON Ring) Service is limited to existing customers. For additional information, see Part 20, Section 15.

/2/ Effective September 30, 2017, GigaMAN Service will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

/3/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for (N) new or renewing subscribers of DS3 Service. (N)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**R. Term Payment Plans (cont'd)**Renewal Options (cont'd)

3. Monthly extension prices for DS3 Service^{/5/}, OC-n Point-to-Point Service, GigaMAN® Service^{/3/} or (C) Multi-service Optical Network Ring (MON Ring) Service^{/2/} will apply only after a customer has completed a TPP term.
4. The monthly TPP prices applicable for the new term are those currently in effect for new customers.
5. There are no Nonrecurring Charges associated with renewing a TPP.

Moves

During a TPP term a customer may move one Local Distribution Channel (LDC) of a Base Rate^{/1/}, DS1^{/5/} or DS3^{/5/} Service to another location in the same LATA and keep the TPP in force, provided no (C) lapse in service occurs. Nonrecurring Charges, as appropriate, will apply.

NRS

During a customer's TPP term, a customer may elect to include DS3^{/5/}, DS1^{/5/} or a Base Rate Service^{/1/} into the customer's Network Reconfiguration Service (NRS)^{/4/} database. The customer may opt to convert to a new TPP term of the same or different length or to continue the current TPP term to the original expiration date. If the expiration date for the new TPP term is beyond the end of the original TPP term, termination charges for the original term will not apply. Adding an existing service to the customer's Network Reconfiguration Service database requires that all nonrecurring charges applicable to the installation of the service apply.

/1/ Effective December 1, 2006, Term Pricing Plans (TPP) for Base Rate Service are grandfathered. Existing customers may remain on their current plan until the existing term expires. Upon expiration, customers will be charged the current monthly rates.

/2/ Effective December 1, 2012, Multi-service Optical Network Ring (MON Ring) Service is limited to existing customers. For additional information, see Part 20, Section 15.

/3/ Effective September 30, 2017, GigaMAN Service will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

/4/ Effective October 30, 2018, Network Reconfiguration Service (NRS) will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

/5/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service and DS3 Service. (N)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**R. Term Payment Plans (cont'd)**Termination Charges

Customers requesting termination of the service (or a leg(s) of a multipoint circuit) provided under the Term Payment Plan (TPP) prior to the expiration of the TPP term will remain liable for payment of a termination charge not to exceed the remaining obligation under the TPP. The termination charge shall become due and payable in its entirety immediately upon any such termination and will be calculated as a percentage of the monthly TPP charges for the remainder of the term as indicated below.

For service term agreements which become effective on or after May 3, 2004, customer termination liability for cancellation of service shall be equal to:

- Any unpaid Special Construction or nonrecurring charges (excluding any waived charges); plus
- Fifty percent (50%) of all recurring charges for the remaining months of the customer's term

1. The termination charge for all TPP terms subscribed to prior to July 1, 1998, except for:
 - OC-*n* Dedicated Ring Service
 - termination charges - see 4 following

will be calculated as follows:

The dollar difference between the current monthly TPP price for the TPP term that could have been completed during the time the service was actually in service or the monthly price for service in place less than 12 months and the customer's current TPP price for each month the service was provided.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**R. Term Payment Plans (cont'd)**Termination Charges (cont'd)

Example:

A customer subscribed to a 60-month TPP term and disconnected service during the 37th month. This customer's termination charge would be:

$$(36\text{-month TPP price} - 60\text{-month TPP price}) \times 37 = \text{Termination Charge}$$

The 36-month TPP term could have been completed during the months the service was actually in service.

All recurring price termination charges will be based on the TPP prices in effect at the time of termination.

2. The termination charge for all TPP terms subscribed to after July 1, 1998, but prior to May 3, 2004, discontinued prior to the expiration of the selected TPP term except for:

- DS1 and DS3 TPP terms subscribed to under the TPP Renewal Program
 - as described in Renewal Options (preceding)
- OC-n Dedicated Ring Service
 - termination charges - see 4 following
- Multi-service Optical Network Ring (MON Ring) Service^{/1/} or GigaMAN® Service^{/2/}
 - termination charges - see 7 following

(C)

/1/ Effective December 1, 2012, Multi-service Optical Network Ring (MON Ring) Service is limited to existing customers. For additional information, see Part 20, Section 15.

/2/ Effective September 30, 2017, GigaMAN Service will no longer be available for purchase by new or existing customers. See Part 20, Section 15. (N)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**R. Term Payment Plans (cont'd)**Termination Charges (cont'd)

2. (cont'd)

will be calculated as the lesser of Method A or Method B as follows:

Method A:

Service discontinued in first through 11th month

$$((.40 \times 12\text{-month TPP price}) \times (12 - \text{number of months in service})) \\ + ((12\text{-month TPP price} - \text{subscribed to TPP price}) \\ \times \text{number of months in service}) = \text{Termination Charge}$$

Example:

A customer subscribed to a 36-month TPP term and disconnected service at the end of the fifth month. This customer's termination charge would be:

$$((.40 \times 12\text{-month TPP price}) \times (12 - 5 \text{ months})) \\ + ((12\text{-month TPP price} - 36\text{-month TPP price}) \\ \times 5 \text{ months}) = \text{Termination Charge}$$

All recurring price termination charges will be based on the TPP prices in effect at the time of termination.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**R. Term Payment Plans (cont'd)**Termination Charges (cont'd)

2. (cont'd)

Method A: (cont'd)

Service discontinued in 12th through 60th month

The dollar difference between the current TPP price for the TPP term that could have been completed during the time the service was actually in and the customer's current TPP price for each month the service was provided.

Example:

A customer subscribed to a 60-month TPP term and disconnected service during the 37th month. This customer's termination charge would be:

$$(36 \text{ month TPP price} - 60 \text{ month TPP price}) \times 37 = \\ \text{Termination Charge}$$

The 36 month TPP term could have been completed during the months the service was actually in service.

All recurring price termination charges will be based on the TPP prices in effect at the time of termination.

METHOD B:

The total monthly payments remaining under the Term Payment Plan.

$$(\text{Number of subscribed to TPP months} - \text{number of months in service}) \times (\text{subscribed to TPP price}) = \text{Termination Charge}$$

Example:

A customer subscribed to a 36-month TPP term and disconnected service at the end of the 34th month. This customer's termination charge would be:

$$(36 - 34 \text{ months}) \times (36\text{-month TPP price}) = \text{Termination Charge}$$

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**R. Term Payment Plans (cont'd)**Termination Charges (cont'd)

3. For OC-n Dedicated Ring Service purchased prior to October 23, 2000, Termination Charges will apply for the Node only as described below by paying a percentage of the monthly charges for the remainder of the term as indicated below:

<u>Terms in Months</u>	<u>Termination Percentage</u>
36	75%
60	60%

Effective October 23, 2000, Termination Charges for new OC-n Dedicated Ring Service customers shall not exceed:

All waived and/or unpaid nonrecurring charges, plus;

50% of all recurring charges for the balance of the customer's term.

All recurring price termination charges will be based on the TPP prices in effect at the time of termination.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

R. Term Payment Plans (cont'd)

Termination Charges (cont'd)

4. Reserved

(C)
(D)

(D)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

R. Term Payment Plans (cont'd)

Termination Charges (cont'd)

4. Reserved (cont'd)

(C)
(D)

(D)

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PART 15 - Dedicated Telecommunications Services
SECTION 1 - General

2nd Revised Sheet 55

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)

(D)

(D)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**R. Term Payment Plans (cont'd)**Termination Charges (cont'd)

5. (cont'd)

Service discontinued in 36th through 84th month

The dollar difference between the current TPP price for the TPP term that could have been completed during the time the service was actually in and the customer's current TPP price for each month the service was provided.

Example:

A customer subscribed to a 60-month TPP term and disconnected service during the 37th month. This customer's termination charge would be:

$(36 \text{ month TPP price} - 60 \text{ month TPP price}) \times 37 = \text{Termination Charge}$

The 36 month TPP term could have been completed during the months the service was actually in service.

All recurring price termination charges will be based on the TPP prices in effect at the time of termination.

6. Termination Charges will apply to all changes in the customer's physical location of the service except for changes in the customer's physical location of Base Rate^{/1/} and DS1^{/2/} Services within the same LATA. Nonrecurring Charges, as appropriate, will apply. (C)

/1/ Effective December 1, 2006, Term Pricing Plans (TPP) for Base Rate Service are grandfathered. Existing customers may remain on their current plan until the existing term expires. Upon expiration, customers will be charged the current monthly rates.

/2/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service.

(N)
|
(N)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**R. Term Payment Plans (cont'd)**Termination Charges (cont'd)

7. In addition to any special construction liabilities, customer termination liability for cancellation of a Multi-service Optical Network Ring (MON Ring) Service^{/1/} or GigaMAN® Service^{/2/} shall be equal to: (C)

- All waived and/or unpaid nonrecurring charges; plus
- Fifty (50) percent of all recurring charges for the balance of the customer's term.

/1/ Effective December 1, 2012, Multi-service Optical Network Ring (MON Ring) Service is limited to existing customers. For additional information, see Part 20, Section 15.

/2/ Effective September 30, 2017, GigaMAN Service will no longer be available for purchase by new or existing customers. See Part 20, Section 15. (N)

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**R. Term Payment Plans (cont'd)**Single Payment Option (SPO)

The customer may, at any time under a Term Payment Plan (TPP), elect to prepay all of the remaining monthly payments in a single payment. The prepayment in no way constitutes a purchase and the Company retains full ownership of all equipment and facilities covered by the prepayment.

The following conditions apply:

1. Customers who prepay will have an allowance applied. The prepayment allowance is calculated based upon the number of monthly payments remaining (excluding any taxes) using the loan amortization method at an annual percentage rate based on the Company's current weighted average cost of capital. Once the amount is calculated, all applicable taxes are applied.
2. Customers may extend the length of their current Term Payment Plan. A new allowance will be calculated utilizing the method described above for the new Term Payment Plan selected. A credit for any unused portion of the previously prepaid allowance will be credited to their bill.
3. Once a customer elects to prepay, the prepayment amount is not adjusted for Company initiated price changes that occur during the period for which the customer has prepaid.
4. Customers who prematurely disconnect will have Termination Charges deducted from the prepaid amount and any balance credited to their bill.
5. Monthly recurring charges will cease for the remainder of the Term Payment Plan period. If the service is not disconnected at the end of the Term Payment Plan, the prices will revert to the monthly price currently in effect, or if no monthly or monthly extension price exists, the TPP price for the shortest contract length period applies.
6. Customer's selection of the prepayment option does not alter any other conditions of the service contract.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**S. Credit Allowances****1. Installation of Service**

A failure to meet the installation interval service date, as specified in Ameritech Interval Guide Publication AM TR-MKT-000066, will result in a customer credit of the nonrecurring charges (consisting of the Administrative Charge, Design and Central Office Connection Charge and Customer Connection Charge only) billed to the customer for that service, where the responsibility for the failure is solely that of the Company.

This guarantee does not apply to any installation involving the following circumstances:

- The customer requests expedited orders.
- Other Telephone Companies are involved in the service installation.
- The customer's premises is inaccessible.
- The customer changes interface requirements.
- The customer is not ready to accept service.
- Building facilities are not ready (includes space, cable support structures, building risers and entrance facilities to be provided by builder or owner or owner's subcontracted vendors).
- The customer orders termination beyond the Network Interface.

2. Interruption of Service

A credit allowance will be given for interruptions of service when the outage consists of 30 consecutive minutes, or more, from the time that the Company is notified, or the outage is discovered by the Company, whichever is earlier.

For credit allowance calculation purposes, each month is considered to have 1,440 half hours (30 days). Major fractions of the last additional half hour, consecutive with each first half hour, or more, of outage, is considered a full half hour.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**S. Credit Allowances (cont'd)****2. Interruption of Service (cont'd)**

In any month, as a result of an interruption, the total credit per element of the interrupted service may not exceed 100 percent of the monthly price for that particular element.

Performance parameters for DS3 Service can be found in Technical Reference AM TR-TMO-000101.

Credit allowances are subject to the general liability provisions set forth previously in this Guidebook. In addition, no credit allowance will be made for: (T)

1. Interruption caused by negligence of the customer, failure of equipment, systems or facilities provided by the customer or others.
2. Interruption of a service during any period in which Company access to the premises (where the service is terminated) is required and is denied.
3. Interruption of a service when the customer has released that service to the Company for routine 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 the service.
4. Interruption of a service which continues because of the failure of the customer to authorize replacement of any element of special construction. The period for which no credit allowance is made begins on the seventh day after the customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the customer's written authorization for such replacement.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**S. Credit Allowances (cont'd)**

2. Interruption of Service (cont'd)

The following steps should be used to calculate a credit allowance:

STEP 1

The interruption percentage is the proportion of the consecutive half hours of each outage, based on the preceding rules, to 1440 half hours.

STEP 2

- For two-point services, determine all of the monthly price elements associated with the service, excluding charges for all equipment that may be optionally provided by the Company, the customer or another provider (i.e. - Channel Service Units).
- For multi-point services, determine all of the price elements associated with those points affected by the outage, excluding charges for all equipment that may be optionally provided by the Company, the customer or another provided (i.e. - Channel Service Units). If common equipment or services do not permit a determination of affected points, an average station point value will be calculated by dividing the total monthly charge for all of the elements utilized to provide the service by the total number of stations on the service, then multiplying the average station value by the number of stations affected by the outage.
- For multiplexed services, determine all the monthly element charges associated with the portion of the service that is inoperative.

STEP 3

The Credit Allowance is calculated by multiplying the amount determined in Step 2 above by the percentage calculated in Step 1 above.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**T. Definitions**Accessories

Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically, or inductively connected to, the conductors in the communications path of the Company facilities. These devices may not replace any of the component parts of the Company facilities or equipment, nor be injurious to the telecommunications network.

Authorized User

Denotes an individual, partnership, association or corporation (other than the customer) who is authorized by the customer to be connected to the service of the customer and on whose premises a station of the dedicated communications service must be located.

Baud

Denotes a unit of signaling speed. It is the reciprocal of the time duration in seconds of the shortest signal element (mark or space) within a code signal. The speed in bauds is the number of signal elements per second.

Building Channel Termination

A termination of a channel furnished wholly within the same building or in different buildings on the same continuous property. Also the additional termination of a Local Distribution Channel within the same building or in different buildings on the same continuous property.

Channel

A path for electrical communication, between two or more stations or Company offices furnished in such manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**T. Definitions (cont'd)**Channel Mileage

Provides for the transmission facilities between the serving wire centers associated with two customer designated premises, or between a serving wire center associated with a customer designated premises and a Company hub, or between two Company hubs.

Channel Mileage Termination

Provides for the termination of transmission facilities between the serving wire centers associated with two customer designated premises, between a serving wire center associated with a customer designated premises and a Company hub, or between two Company hubs.

Continuous Property Channel

That portion of a channel between buildings on the same continuous property.

Dedicated Communications Service

Dedicated Communications Service is that of furnishing the requisite facilities including channels and network terminating equipment, to enable the customer and authorized users to communicate between specified locations for continuous use.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**T. Definitions (cont'd)**Distributing Center

Amplifying and bridging equipment employed to connect the various local sections of a multi-point loud speaker network.

Duplex Service

Also known as Full Duplex Service. Service which provides for simultaneous transmission in both directions.

Equalization

The term "Equalization" as used in connection with program transmission channels refers to the process applied to a program transmission channel so that the component frequencies of the program material transmitted have about the same relationship at the two ends of the channel.

Four-Wire

The term "Four-wire" describes a facility comprised of four wires used to form an electrical path between terminations. Four-wire facilities may be arranged for half-duplex or duplex operation.

Full Duplex Service

See Duplex Service above.

Half-Duplex Service

The arrangement of a channel which provides for transmission alternately in either direction or for transmission in one direction only, but not for transmission in both directions simultaneously.

Interface

The point at which facilities or services of one type are connected with facilities or services of another type.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**T. Definitions (cont'd)**Interoffice Transport

Interoffice Transport facilities, comprised of Channel Mileage and Channel Mileage Terminations, provide the transmission paths between Serving Wire Centers associated with two customer-designated premises or between a Serving Wire Center associated with a customer-designated premises and a Company hub location.

Isochronous Transmission

"Isochronous Transmission" denotes that timing is recurring at regular intervals and is derived from the signal carrying the data at the rate of 1.544 Megabits per second (i.e., no timing or clock lead is provided at the customer interface).

(D)

(D)

Local Distribution Channel

Provides interconnection between the Company Serving Wire Center (SWC) and the customer premises.

Non Loaded Circuit

A circuit without regularly spaced inductors which are normally provided to control frequency loss. These circuits are suitable for limited distance data transmission.

Serving Wire Center

The wire center from which a customer or user would normally be served for local exchange telecommunications service.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**T. Definitions (cont'd)**Signal Source

The term "Signal Source" when used in connection with channels for television transmission denotes a location at which video and audio baseband signals are supplied to a local distribution system.

Synchronous

A data transmission method where sending and receiving devices operate continuously in step with each other and are maintained by means of correction if necessary, in a desired timing.

Synchronous Optical Network (SONET)

A set of international standards for fiber optic based transmission systems. SONET defines standard optical carrier transmission rates and utilizes a modular multiplexing approach based on the application of Synchronous Transport Signals (STS).

Synchronous Transport Signal (STS-1)

A 51.84 Mbps signal within a SONET optical carrier signal. The STS-1 signal consists of overhead and synchronous payload envelope (SPE). The overhead part of the signal is used for controlling, framing and maintaining the signal. The SPE is used to transport the customer's data.

Two-Wire

"Two-wire" describes a facility comprised of two wires used to form an electrical path between terminations.

Wire Center

A building in which one or more central offices, used for the provision of telephone exchange services, are located.

1. DEDICATED COMMUNICATIONS SERVICES (cont'd)**U. Rate Zone Wire Center Assignment**

Each Company wire center has been assigned to a Rate Zone. This table lists wire centers assigned to Rate Zones 1 and 2. All other Company wire centers are assigned to Zone 3.

<u>Zone 1</u>	<u>Zone 2</u>
IPLSIN01	None

V. Expedited Order Charge

The following services can be Expedited for an additional Order Charge:

Analog Channel Services Series 1000, 2000, 3000 and 9000

Base Rate Service^{/1}

(C)

DS1 Service^{/2}

(C)

If a customer desires that service be provided on a due date less than the standard interval, which has been established for the order or the provision of the Service, the customer may request that service be provided on an expedited basis.

The provisioning of the expedited request is based upon available facilities and is limited to twelve (12) two-point or six (6) multi-point Analog/DS0 circuits at the same location; and a limit of four (4) DS1 Circuits at the same location. Expedited order requests do not apply to services that are jointly provided by the Company and an Independent Telephone Company.

If the Company determines that service can be provided on the requested expedited date and spare facilities are available, the following charges will apply:

Analog Channel Services and Base Rate Service^{/1}

(C)

USOC: EODDO

Expedite Order Charge: \$650.00

DS1 Service^{/2}

(C)

USOC: EODD1

Expedite Order Charge: \$650.00

/1/ Effective December 1, 2006, Term Pricing Plans (TPP) for Base Rate Service are grandfathered. Existing customers may remain on their current plan until the existing term expires. Upon expiration, customers will be charged the current monthly rates.

(N)

/2/ As of January 15, 2021, 24 and 36 Month Term Payment Plans are no longer available for new or renewing subscribers of DS1 Service.

(N)