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**GUIDEBOOK FORMAT**

Page Numbering - Page numbers appear in the lower right corner of each page. Pages are numbered sequentially.

Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.

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**SERVICE MARKS**

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**APPLICATION OF GUIDEBOOK**

1. Application of Guidebook

This Guidebook contains the regulations, rates and charges applicable to the provision of intrastate advanced telecommunications services by AT&T Indiana within the State of Indiana.

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**REGULATIONS**

## 2.1 Undertaking of Company

- 2.1.1. Service is furnished for intrastate communications services originating and terminating at specified points within the State of Indiana.
- 2.1.2. Company shall operate and maintain service provided hereunder set forth in this Guidebook.
- 2.1.3. Company may, when authorized by Customer, act as Customer's agent for ordering dedicated access lines or facilities provided by other carriers to allow connection of Customer's locations to Company's network or to the network of an underlying carrier or service.
- 2.1.4. Company will pass on and bill to Customer any charges it incurs (including any applicable recurring and nonrecurring charges, time and material charges, or special construction charges) from other service providers, such as ILECs and CLECs, necessary to complete provision or maintenance of a Service offered in this Guidebook to Customer's designated premises. This does not include charges incurred by Company from other Service providers to provide Services to Customer on an expedited basis.
- 2.1.5. Company will pass on and bill to Customer any charges it incurs (including any applicable cancellation or termination charges) from other service providers, such as ILECs and CLECs, if Customer cancels an order prior to the Company committed service date.
- 2.1.6. Services are provided 24 hours daily, seven days per week except as set forth in other paragraphs of this Guidebook.
- 2.1.7. The Company shall be responsible for the installation, operation and maintenance of the telecommunication services under this Guidebook.
- 2.1.8. The Company shall, for maintenance purposes, test its services only to the extent necessary to detect and/or clear trouble.
- 2.1.9. Facilities utilized by Company to provide service under the provisions of this Guidebook shall remain the property of the Company.
- 2.1.10. Company does not warrant that its facilities and services meet standards other than those set forth in this Guidebook and specifically referenced industry standards.

**REGULATIONS** (Cont'd)

## 2.2 Limitations of Service

- 2.2.1. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Guidebook.
- 2.2.2. Company reserves the right to discontinue furnishing service, or to limit the use of the service, when necessitated by conditions beyond its control, when Customer is using service in violation of the law or in violation of the provisions of this Guidebook or for nonpayment by Customer.
- 2.2.3. Customer may not transfer or assign the use of service, except with the prior written consent of Company. All regulations and conditions contained in this Guidebook, as well as all conditions for service, shall apply to all such permitted assignees or transferees. Except and to the extent that applicable laws or regulation require such notice, Company may assign its rights and obligations hereunder in whole or in part without notice to Customer.
- 2.2.4. Service may not be used for any unlawful purpose.
- 2.2.5. Company may require Customer to sign an application form furnished by Company and to establish credit as provided in this Guidebook, as a condition precedent to the initial establishment of service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions of this Guidebook. Company may also require a signed authorization from Customer for additions to or changes in existing service for such Customer.

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**REGULATIONS (Cont'd)****2.3 Limitations of Liability**

- 2.3.1 Company warrants that the service will be installed and maintained in good working order and that the service will perform substantially in accordance with the requirements of this Guidebook.
- 2.3.2 Company's warranty does not cover repairs for damages caused by any negligence, act or omission of Customer, or its officers, agents or employees. Except as specifically provided for herein, Company expressly disclaims all other warranties with respect to the service, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.
- 2.3.3 Company's sole liability, whether in contract or in tort (including negligence or strict liability), for any failure, defect, error, loss, or omission in the provisioning of the service ("Service Interruption") of any kind including, but not limited to, service interruption alleged to be caused by defective Customer owned or provided equipment ("Customer Equipment") or Customer premises equipment, even if provided or installed by Company, is limited to refund of the proportionate charge for the period during which the service was affected.
- 2.3.4 In no event will Company be liable to Customer, under any circumstances, for indirect, incidental, special or consequential damages of any kind whatsoever including, but not limited to, lost profits, lost revenue, failure to realize expected savings and loss of data, regardless of the form of action and whether or not such damages are foreseeable.
- 2.3.5 Company shall not be liable for unlawful use, or use by any unauthorized person, of its Service, or for any claim arising out of a breach in the privacy or security of communications transmitted by Company.
- 2.3.6 Company shall not be liable for any act or omission of other carriers whose facilities may be utilized in establishing connections to points not reached by Company's facilities. Customer shall indemnify and save harmless Company from any third party claims asserting such liability.
- 2.3.7 Company is not liable for any damages Customer may incur as a result of the unauthorized use of the services provided under this Guidebook. Customer is responsible for controlling access to, and the use of, the services provided by Company.
- 2.3.8 Company shall not be liable for temporary interruptions of Service that may occur as normal events in the provision of Service. Company has no control over third party networks accessed in the course of Customer's use of Service, therefore, Company shall not be liable for any delays and disruption caused by other network transmissions beyond Company's control.

**REGULATIONS (Cont'd)**

## 2.4 Provision of Services

2.4.1 Company will provide to the Customer the Services offered in this Guidebook at the specified rates and charges, to the extent that such Services are or can be made available with reasonable effort.

2.4.2 The Services provided under this Guidebook are provided over such routes and facilities as Company may elect. Requests for special facilities or routing of Service may require special construction charges. Special construction is required if 1) facilities or equipment are not available to meet an order for Service and Company or its vendors must construct facilities; 2) Customer requests Service to be furnished using a type of facility or equipment, or via a route, other than that which Company would normally utilize in providing the requested Service; or 3) Customer requests construction be expedited resulting in added cost to Company.

Special construction charges will be developed based on estimated costs.

Written Customer approval and prepayment of all special construction charges must be provided to Company prior to start of construction. In the event the special construction charges are not acceptable to Customer and Customer refuses to pay those charges, Customer or Company can elect to terminate the request for Service without penalty.

Company reserves the right to refuse Service if such special facilities or routing is deemed by Company to be detrimental to its economic, operational, security or other such interest.

**REGULATIONS (Cont'd)**

## 2.5 Operation and Maintenance

## 2.5.1 Maintenance of Service

Company shall maintain the services provided under this Guidebook. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by Company, other than by connection or disconnection to any interface means used, except with the written consent of Company.

Company reserves the right to temporarily suspend service to allow for maintenance.

## 2.5.2 Availability of Testing

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

## 2.5.3 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than Company and associated with the facilities utilized to provide services under this Guidebook shall not interfere with or impair service over any facilities of Company, its affiliated companies or its connecting or concurring carriers involved in its services, cause any damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. In such case the condition is not promptly or adequately corrected, Company shall immediately discontinue Service.

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**REGULATIONS (Cont'd)****2.6 Refusal and Discontinuance of Service**

- 2.6.1 Company may refuse additional applications for service or discontinue the provision of services as set forth below if a Customer fails to comply with the terms of the Guidebook contained herein.

On Thirty (30) days written notice to the person designated by that Customer to receive such notices of noncompliance, Company may:

- 2.6.1.A Refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying Customer at anytime thereafter. If Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice, and the Customer's noncompliance continues, nothing contained here shall preclude Company's right to refuse additional applications for service to the noncomplying Customer without further notice; or
- 2.6.1.B Discontinue the provision of the services to the noncomplying Customer at anytime thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If Company does not discontinue the provision of services involved on the date specified in the thirty (30) days' notice and the Customer's noncompliance continues, nothing contained herein shall preclude Company's right to discontinue the provision of the services to the noncomplying Customer without further notice.
- 2.6.2 When service is provided by more than one company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the companies affected by the nonpayment are incapable of effecting discontinuance of service without cooperation from the other joint providers of the service, such other companies will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include transmission, which originate or terminate within or transit, the operating territory of the companies initiating the service denial for nonpayment. When more than one of the joint service providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable Guidebook provisions, the Guidebook regulation of the company where the Customers end office is located shall prevail for joint service discontinuance provisions.

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**REGULATIONS (Cont'd)****2.7 Use of Service****2.7.1 Assignment and Transfer of Facilities**

2.7.1.A The Customer may not assign, or transfer (e.g. through mergers, acquisitions, consolidations, etc.) the use of services provided under this Guidebook except, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

2.7.1.A.1 Another Customer, whether an individual, partnership, association or Corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, the unexpired portion of the minimum period or TPP and the termination liability applicable to such services, if any; or,

2.7.1.A.2 A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period or TPP and the termination liability applicable to such services, if any.

2.7.1.B In all cases of assignment or transfer, the written acknowledgement of Company is required prior to such assignment or transfer and such acknowledgement shall be made within fifteen (15) days from the receipt of notification. The assignee or transferee (new Customer) shall provide to Company the written release of the use of such services from the assignor or transferor (former Customer). All regulation, conditions and applicable charges, as set forth in this Guidebook, shall apply to such assignee or transferee.

2.7.1.C The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

**REGULATIONS (Cont'd)**

## 2.7 Use of Service (Cont'd)

## 2.7.2 Unlawful and Abusive Use

2.7.2.A The services provided under this Guidebook shall not be used for an unlawful purpose or used in an abusive manner. Abusive use includes:

2.7.2.A.1 The use of the service of Company, anonymously or otherwise, in a manner reasonably expected to frighten, abuse, torment or harass another; or,

2.7.2.A.2 The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more Customers.

2.7.2.B Company shall, upon written request from a Customer, another telecommunications company or lawful authority, terminate service to any subscriber or Customer identified as having utilized service provided under this Guidebook in the completion of abusive or unlawful transmissions.

2.7.2.C In such instances when termination occurs, Company shall be indemnified, defended and held harmless by the Customer or any other telecommunications company or party against any claim, loss or damage arising from Company's actions in terminating such service, unless caused by the negligence of Company.

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**REGULATIONS (Cont'd)****2.8 Obligations of the Customer****2.8.1 Equipment, Space and Power**

The Customer shall furnish, or arrange to have furnished, to Company, at no charge, an environment conducive to the operations of equipment, as well as the space and electrical power required by Company to provide services under this Guidebook at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that Company may have access to such spaces at reasonable times for installing, testing, repairing or removing services of Company.

**2.8.2 References to Company**

The Customer may advise end users that certain services are provided by Company in connection with the service the Customer provides to end users. However, the Customer shall not represent that Company jointly participates in the Customer's services.

**2.8.3 Damages**

The Customer shall reimburse Company for damages to Company facilities utilized to provide services under this Guidebook caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for the actions of another Customer. Upon reimbursement for damages, Company will cooperate with the Customer in prosecuting a claim against the person causing such damage. The Customer shall be subrogated to the right of recovery by Company for the damages to the extent of such payment.

**2.8.4 Claims and Demands for Damages**

**2.8.4.A** With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless Company from and against all claims arising out of combining with, or use in connection with, the services provided under this Guidebook, any circuit, apparatus, system or method provided by the Customer.

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**REGULATIONS (Cont'd)****2.8 Obligations of the Customer (Cont'd)****2.8.4 Claims and Demands for Damages (Cont'd)**

**2.8.4.B** The Customer shall defend, indemnify and save harmless Company from and against any suits, claims and losses or damages, including punitive damages, attorneys' fees and court costs by third persons, arising out of the construction, installation, operation, maintenance or removal of the Customer's circuits, facilities or equipment connected to Company's services provided under this Guidebook including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines or penalties for failure of the Customer to obtain or maintain, in effect, any necessary certificates, permits, licenses or other authority to acquire or operate the services provided under this Guidebook; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death or person injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees.

**2.8.5 Certification of Service as Intrastate****2.8.5.A Intrastate Classification Requirement**

Services provided pursuant to this Guidebook are to be classified as intrastate when the services carry a de minimis amount of interstate traffic. Interstate traffic is deemed de minimis when the interstate traffic amounts to less than ten percent (10%) of the total traffic on the Service.

**2.8.5.B Certification Requirement**

When a Customer orders Services, the Customer shall certify, in its order, that the Service carries intrastate traffic and the interstate traffic is less than ten percent (10%) of the total traffic carried.

When the Customer desires to change, rearrange, add or disconnect an existing Service in a way that would alter the jurisdictional nature of the traffic carried over the service, the Customer shall estimate the jurisdictional usage of each Service. If the Customer's estimate of interstate traffic constitutes 10% or more of the total traffic on that service, the service will be provided pursuant to the interstate Guidebook via contract. The Customer must certify this jurisdictional change to Company via a service order for which no charge will apply.

**REGULATIONS (Cont'd)**

## 2.8 Obligations of the Customer (Cont'd)

## 2.8.5 Certification of Service as Intrastate (Cont'd)

## 2.8.5.C Verification

If a billing dispute arises or a regulatory commission questions the intrastate certification for the Service, Company will ask the Customer to provide the general information on system design and functionality used to determine that the interstate traffic is less than 10% of the total traffic carried. If the Customer has usage information or usage studies that verify the jurisdiction of traffic, the Customer shall supply this data within 30 days of a request by Company, but not at a frequency greater than once per calendar year.

## 2.9 Contracts or Agreements

Company will offer Contract Service Arrangements to meet the diverse communications needs of Company's Customers. All terms and conditions will apply unless otherwise specified in the contract between Company and the Customer.

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**REGULATIONS (Cont'd)****2.10 Billing and Payment**

- 2.10.1 Company or its billing agent will bill Customer (and not Customer's End User) and Customer will pay to Company or its billing agent on a monthly basis the charges set forth in this Guidebook. Charges will commence on the date Service is made available by Company under this Guidebook and will continue through the date Service is disconnected.
- 2.10.2 Charges are due on the date specified on the bill ("Payment Date").
- 2.10.3 Company or its billing agent may assess a late payment charge on any charges not received by the Payment Date. The late payment charge will be calculated according to the prevailing collections policy in place by Company or its billing agent, based on per month invoiced charges or portion thereof, for the period from the Payment Date until the payment is received. In no event will such charge exceed the maximum amount allowed by law. If this charge would exceed the maximum allowable charge in any jurisdiction where the Services have been provided but for which payment has not been received, the late payment charge shall be calculated at the maximum allowed by such jurisdiction.
- 2.10.4 Customer is responsible for payment of all charges for service furnished to or used by Customer, or Customer's agents, servants, employees, or customers. Customer is also responsible for payment of charges for all other third persons' use of service to which Customer subscribes. All charges due from Customer are payable to Company or to Company's authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to Company or its billing agent within six months after receipt of bill. Adjustments to Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.10.5 If a billing dispute is resolved in favor of Customer, any billed charges and late payment charges collected on the disputed amount will be credited to Customer on Customer's bill.
- 2.10.6 If a billing dispute is resolved in favor of Company, any payments withheld pending settlement of the dispute shall be subject to the late penalty payment set forth above.
- 2.10.7 The security of Customer's authorization or access codes is the responsibility of Customer. Customer shall be responsible for payments of all charges applicable to the service, including in cases where the service was accessed in a manner not authorized by the Customer.

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**REGULATIONS (Cont'd)****2.11 Deposits and Advance Payments**

2.11.1 Each applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit at the time of application to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit currently held. Company shall pay interest on deposits pursuant to applicable rules and regulations.

2.11.2 A deposit shall not exceed the estimated charges for two months service, plus installation, and shall be returned: 1) when an application for service has been canceled prior to the establishment of service; or 2) at the end of 12 consecutive months of a satisfactory credit history; or 3) upon discontinuation of service. Company may first apply the deposit against any outstanding balances due. If a credit balance exists after such application, Company shall refund the balance to Customer.

2.11.3 The fact that a security deposit has been made in no way relieves Customer from the prompt payment of bills upon presentation.

2.11.4 Company reserves the right to require an advance payment from Customer instead of, or in addition to, a security deposit. The advance payment shall be in an amount equal to, or less than, estimated installation charges plus two months' estimated billing.

**2.12 Taxes and Fees**

2.12.1. With respect to any purchase of Service under this Guidebook, if any Federal, state or local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by applicable law, ordinance or Guidebook to be collected from Customer by Company, then (i) Company will bill, as a separately stated item, Customer for such Tax, (ii) Customer will timely remit such Tax to Company, and (iii) Company will remit such collected Tax to the applicable taxing authority.

With respect to contributions to funds created in Indiana applicable to Company's Services, Company shall solicit, collect and remit funds in accordance with applicable laws and regulations.

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**REGULATIONS (Cont'd)****2.12 Taxes and Fees (Cont'd)**

- 2.12.2 To the extent that a municipality, other political subdivision or agency of government, or the Commission imposes upon and collects from Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or other regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving Service from Company within the territorial limits of such municipality, other political subdivision or agency of government.
- 2.12.3 If Company or Customer is audited by a taxing authority or other governmental entity both Company and Customer agree to reasonably cooperate with the other being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 2.12.4 If applicable law excludes or exempts a purchase of Services under this Guidebook from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if Customer complies with such procedure, Company will not collect such Tax during the effective period of the exemption. Such exemption will be effective upon Company's receipt of the exemption certificate or affidavit.
- 2.12.5 If applicable law excludes or exempts a purchase of Services under this Guidebook from a Tax, but does not also provide an exemption procedure, then Company will not collect such Tax if Customer (i) furnishes Company with a letter signed by an officer of Customer claiming an exemption and identifying the applicable law which allows such exemption, and (ii) supplies Company with an indemnification agreement, reasonably acceptable to Company, which holds Company harmless on an after-tax basis with respect to forbearing to collect such Tax.
- 2.12.6 With respect to any Tax or Tax controversy covered by this paragraph, Customer will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. Customer will be entitled to the benefit of any refund or recovery resulting from such a contest.
- 2.12.7 Failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of Customer to pay any Tax. Nothing shall prevent Company from paying any Tax to the appropriate taxing authority prior to the time: (1) it bills Customer for such Tax or (2) it collects the Tax Customer. Notwithstanding anything in this Guidebook to the contrary, Customer shall be liable for and Company may collect Taxes which were assessed by or paid to an appropriate taxing authority within the statute of limitations period but not included on an invoice within four (4) years after the Tax otherwise was owed or due.

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**REGULATIONS (Cont'd)****2.13 Customer Equipment**

Service may be used with or terminated in Customer equipment. Such equipment shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs it incurs in the use of service, including but not limited to equipment, wiring, electrical power, and personnel. When such equipment is used, it shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

**2.14 Interconnection**

Service furnished by Company may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

**2.15 Inspection, Testing and Adjustments**

2.15.1 Company may make such tests and inspection as may be necessary to determine whether Guidebook requirements are being complied with in the installation, operation and maintenance of Customer's or Company's equipment. Company may, without notice, interrupt service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.

2.15.2 The facilities provided by Company shall be made available to Company by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Company.

2.15.3 Company shall not be liable to Customer for any damages for service interruption pursuant to this paragraph.

**2.16 Provision of Service**

Services are provided only in those geographic areas where facilities exist, where Company in its discretion determined (subject to applicable law) to provide service, and where Company is authorized to provide services. Provision of services offered under this Guidebook are subject to availability.

**2.17 Other Rules**

Company reserves the right to discontinue service, limit service or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

Company also reserves the right to modify or change the network specifications without separate notice to Customer.

In the event terms of this Guidebook are changed, Customer will be on constructive notice of the change through the filing of Guidebook revisions.

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**REGULATIONS (Cont'd)****2.18 Force Majeure**

Company will not be liable for any loss or damage resulting from any cause beyond Company's reasonable control, such as, but not limited to, fire, explosion, lightning, flood, earthquake, power surges or failures, strikes or labor disputes, floods, storms, tornadoes, acts of war, civil disturbances, acts of civil or military authorities or the public enemy, delays caused by Customer, Customer Equipment or Customer Service or equipment vendors or any other cause.

On the occurrence of any such event and to the extent such occurrence interferes with Company's obligation under this Guidebook, Company will be excused from such obligations during the period of such interference, provided that Company uses all reasonable efforts available to Company to avoid or remove such causes of inability to meet such obligation.

**2.19 Law Enforcement and Civil Process**

**2.19.1 Intercept Devices.** Local and federal law enforcement agencies periodically request information or assistance from telecommunications carriers. When Company receives a request associated with the Customer, Company will comply with any valid request, to the extent Company is able to do so. If such compliance requires the assistance of Company, such assistance will be provided.

**2.19.2 Subpoenas.** If Company receives a subpoena for information concerning an End User Company knows to be Customer's End User, Company will refer the subpoena to the requesting entity indicating that Customer is the responsible company. Provided, however, if the subpoena requests records for a period of time during which Company was the End User's Service provider, Company will respond to any valid request to the extent Company is able to do so. If response requires the assistance of Customer, such assistance shall be provided by Customer.

**2.20 Funds Provided Under the American Recovery and Reinvestment Act of 2009 (ARRA)**  
Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 (ARRA) may be subject to certain restrictions, requirements and reporting obligations. AT&T may be subject to some of these restrictions, requirements and reporting obligations when Services and Service Components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), AT&T must be apprised of them before provisioning the Services or Service Components. Accordingly, the Services and Service Components provided under this Guidebook For Intrastate Advanced Telecommunications Services shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide AT&T with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which AT&T specifically agrees in such separate writing) are found to be applicable, then AT&T may, in its sole discretion, reject such order or immediately terminate provision of any affected Service or Service Component without further liability or obligation.

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**REGULATIONS (Cont'd)**
**2.21 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA)**

The Standard PremierSERV<sup>SM</sup> ATM/Frame Relay SLA applies to Customers who purchase PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service or Frame Relay Service. When Customer purchases PremierSERV<sup>SM</sup> ATM or Frame Relay Service described above, Customer accepts the Standard PremierSERV<sup>SM</sup> ATM/Frame Relay SLA for those new PremierSERV<sup>SM</sup> ATM or Frame Relay Service elements and any existing PremierSERV<sup>SM</sup> ATM or Frame Relay Service elements provided on the same network as those new PremierSERV<sup>SM</sup> ATM or Frame Relay Service elements. The Standard PremierSERV<sup>SM</sup> ATM/Frame Relay SLA is available at no additional cost to Customer. The total amount of the Service credit Customer receives for any Port or PVC/VPC/VCC for any month shall not exceed 100% of the monthly recurring charge associated with the Port or PVC/VPC/VCC. The Standard PremierSERV<sup>SM</sup> ATM/Frame Relay SLA will apply until Service is disconnected.

**2.21.1 Frame/Cell Delivery Ratio**

For PremierSERV<sup>SM</sup> ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining data throughput across the Company-provided, Customer-specific network at a Frame/Cell Delivery Ratio of 99.99% per PVC/VPC/VCC from ingress switch port to egress switch port during each calendar month, under normal conditions.

2.21.1.A Frame/Cell Delivery Ratio is calculated as the percentage of Customer-specific Frames/Cells offered to the network that successfully egress the network (ingress switch port to egress switch port) within the Committed Information Rate (CIR) for PremierSERV<sup>SM</sup> Frame Relay or within the Sustained Information Rate (SIR) for PremierSERV<sup>SM</sup> ATM, and within a calendar month. The calculation for Frame/Cell Delivery Ratio for a given calendar month shall be as follows:

$$\text{Frame/Cell Delivery Ratio} = \frac{\text{Total Customer-specific Frames/Cells that successfully egress the network}}{\text{Total number of Customer-specific Frames/Cells offered to the network}}$$

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**REGULATIONS (Cont'd)**2.21 Standard PremierSERV<sup>SM</sup> Service Level Agreement (SLA) (Cont'd)

## 2.21.1 Frame/Cell Delivery Ratio (Cont'd)

## 2.21.1.A (Cont'd)

The following will be excluded from any determination of Frame/Cell Delivery Ratio:

- Force majeure events as outlined in Paragraph 2.18, preceding;
- Data lost during Company's scheduled maintenance window;
- Data exceeding the subscribed Committed Information Rate (CIR) for PremierSERV<sup>SM</sup> Frame Relay or Sustained Information Rate (SIR) for PremierSERV<sup>SM</sup> ATM;
- Failures attributed to facilities or equipment provided by another party or the Customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures attributed to negligence or willful misconduct by the Customer;
- PremierSERV<sup>SM</sup> UBR VPC/VCCs;
- Access failures;
- PVC/VPC/VCCs that transmit data across oversubscribed ingress or egress ports, which includes data not marked "discard eligible" and instances where cell loss priority equals one (1).

2.21.1.B Customer is responsible for notifying Company when the Customer-specific Frame/Cell Delivery Ratio falls below 99.99% for a PVC/VPC/VCC within the calendar month. Customer must request a service credit within forty-five (45) calendar days after the end of the calendar month in which the failure occurred.

Upon verification by Company that the actual Customer-specific Frame/Cell Delivery Ratio for a PVC/VPC/VCC was below 99.99%, Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the Frame/Cell Delivery Ratio is still below 99.99%, Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for the subsequent month in which the Customer-specific Frame/Cell Delivery Ratio was below 99.99%.

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**REGULATIONS (Cont'd)****2.21 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA) (Cont'd)****2.21.2 Time to Repair**

For PremierSERV<sup>SM</sup> ATM/Frame Relay Services provided to Customer, Company is committed to maintaining a 4-hour maximum repair time per PVC/VPC/VCC, Port or Port and Access outage (or an 8-hour maximum repair time if a technician is required to be dispatched). This includes the Access and equipment when provided by Company. This applies only to those troubles reported by Customer to the Data Service Center (DSC).

2.21.2.A Elapsed time begins when the trouble call is received by the Data Service Center (DSC) and ends when the Service is restored to normal operating performance.

The following shall be excluded from any determination of Time To Repair:

- Force majeure as outlined in Paragraph 2.18 preceding;
- Data lost during Company's scheduled maintenance window;
- Failures attributed to facilities or equipment provided by another party or the Customer;
- Network Interface Device failures;
- Customer Equipment failures;
- Customer "no access" time as defined below:
  - Customer not available;
  - Coordinated Vendor meeting;
  - Abeyance on Customer request;
  - After hours testing because no Customer daytime release; or
  - Tickets referred to another party.

2.21.2.B Customer is responsible for notifying Company of any outages that exceed the 4 or 8 hour maximum as described above. Customer must request a Service credit within forty-five (45) calendar days after the failure(s) occurred.

Upon verification by Company that the actual repair time for any PVC/VPC/VCC, Port or Port and Access exceeded the 4 or 8 hour maximum described above, Customer will be entitled to a Service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for month in which the outages occurred.

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**REGULATIONS (Cont'd)**2.21 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA) (Cont'd)

## 2.21.3 Time to Provision

For PremierSERV<sup>SM</sup> ATM/Frame Relay Services provided to Customer, Company is committed to completing all service orders by the due date. In the event that Customer requests a due date different from one shown on original order, a new due date is issued and replaces the original due date. Standard Time to Provision includes Access and equipment when provided by Company.

2.21.3.A The following shall be excluded from any determination of Time to Provision:

- Force majeure as outlined in Paragraph 2.18, preceding;
- Inability by Company to test because of no-access by Customer;
- Customer testing when Customer Equipment is not installed and the Customer overall tests are not completed at due date;
- Due dates missed or rescheduled at Customer's request;
- Inability by Company to test or complete the order because of failures or not-ready conditions attributed to facilities or equipment provided by another party or the Customer.

2.21.3.B Customer is responsible for notifying Company of any missed due dates. Customer must request a service credit within forty-five (45) calendar days after the missed due date occurred.

Upon verification by Company that the due date was missed, the Customer will be provided a service credit equal to:

- 100% of the monthly recurring charges for one month of Service for each Port and/or PVC/VPC/VCC in which the due date was missed.

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**REGULATIONS (Cont'd)**2.21 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA) (Cont'd)

## 2.21.4 Latency

For PremierSERV<sup>SM</sup> ATM and Frame Relay Services provided to the Customer, Company is committed to maintaining Frame/Cell delay across the Company-provided Customer-specific network according to the parameters below:

- On average, less than or equal to 100 milliseconds roundtrip per PVC for all PremierSERV<sup>SM</sup> Frame Relay Service including FRATM/VPC/VCCs;
- On average, less than or equal to 100 milliseconds roundtrip per VPC/VCC for PremierSERV<sup>SM</sup> ATM Service with CBR, VBR-nrt and VBR-rt Quality of Service; and
- Latency is measured from ingress switch port to egress switch port during each calendar month.

2.21.4.A Latency is calculated as the amount of time, in milliseconds, it takes for a Frame/Cell to travel roundtrip across a PVC/VPC/VCC. If Customer has a FRATM network, the parameters for PremierSERV<sup>SM</sup> Frame Relay Service will be applied.

The following shall be excluded from any determination of Latency:

- Force majeure events as outlined in Paragraph 2.18, preceding;
- Data exceeding the subscribed Committed Information Rate (CIR) for PremierSERV<sup>SM</sup> Frame Relay or Sustained Information Rate (SIR) for PremierSERV<sup>SM</sup> ATM;
- Failures attributed to facilities or equipment provided by another party or the Customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures attributed to negligence or willful misconduct by the Customer;
- PremierSERV<sup>SM</sup> UBR VPC/VCCs;
- Access failures;
- PVCs that transmit data across oversubscribed ingress or egress ports, which includes data marked "discard eligible" and instances where Cell loss priority equals one (1).

**REGULATIONS (Cont'd)**2.21 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA) (Cont'd)

## 2.21.4 Latency (Cont'd)

2.21.4.B Customer is responsible for notifying Company when its average Customer-specific Frame/Cell delay falls below the committed level. Customer must request a service credit within forty-five (45) calendar days of the end of the calendar month when the excessive delay occurred.

Upon verification by Company that the Customer-specific Frame/Cell delay did not meet the committed level, Company has thirty (30) calendar days to correct the problem. If after thirty (30) calendar days the Frame/Cell delay is still greater than the committed level, the Customer will be entitled to a service credit equal to:

- 50% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for the subsequent month in which the Customer-specific Frame/Cell delay was below the committed level.

**REGULATIONS (Cont'd)**

2.21 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA) (Cont'd)

2.21.5 Network Availability

For PremierSERV<sup>SM</sup> ATM/Frame Relay Services provided to the Customer, the Company is committed to maintaining a Network Availability of 99.99% each calendar month per network and within a LATA.

Network Availability is measured based on components purchased from the Company:

- If Customer's entire network consists of Port and Access provided by the Company at all Customer locations, then Network Availability is based on PVC/VPC/VCC measured from Network Interface to Network Interface.
- If Customer purchased Port Only from the Company, then Network Availability is based on PVC/VPC/VCCs measured from ingress switch port to egress switch port.

2.21.5.A The calculation for Network Availability for a given calendar month shall be as follows:

$$\text{Network Availability \%} = 1 - \left[ \frac{\text{Total minutes of PVC/VPC/VCC outage time per month}}{\text{Total \# of PVC/VPC/VCCs} \times 24 \text{ hours} \times \text{days per month} \times 60 \text{ minutes}} \right] \times 100$$

The following shall be excluded from any "network outage time":

- Force majeure events as outlined in Paragraph 2.4, preceding;
- Data lost during Company's scheduled maintenance window;
- Failures attributed to facilities or equipment provided by another party or the Customer;
- Failures attributed to unauthorized use of Service or inaccurate network specifications requested by Customer;
- Failures attributed to negligence or willful misconduct by the Customer;
- Customer "no access" time as defined below:
  - Customer not available;
  - Coordinated Vendor meeting;
  - Abeyance on Customer request;
  - After hours testing because no Customer daytime release; or
  - Tickets referred to another party;
- Access failures (if Access is not provided by the Company)

**REGULATIONS (Cont'd)**2.21 Standard PremierSERV<sup>SM</sup> ATM/Frame Relay Service Level Agreement (SLA) (Cont'd)

## 2.21.5 Network Availability (Cont'd)

2.21.5.B Customer is responsible for notifying the Company when its average Customer-specific Network Availability falls below 99.99%. The Customer must request a Service credit within forty-five (45) calendar days of the end of the calendar month when the Network Availability was not met.

Upon verification by the Company that the Customer-specific Network Availability did not meet 99.99%, the Customer will be entitled to a service credit equal to:

- 10% of the monthly recurring charges for all affected Ports and/or PVC/VPC/VCCs for month in which Network Availability failure occurred.

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**APPLICATION OF RATES****3.1 Rate Regulations**

There are three categories of rates and charges: Nonrecurring charges, monthly recurring rates and Term Pricing Plans (TPP).

**3.2 Nonrecurring Charges**

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service).

**3.2.1 Installation of Service**

Nonrecurring charges apply to each service installed. The applicable charges are specified within each service rate paragraph.

**3.2.2 Installation of Optional Features and Functions**

Nonrecurring charges apply for the installation of optional features and functions. The charge applies whether the feature or function is installed with the initial establishment of service or any time thereafter. The applicable charges are specified within each service rate paragraph.

**3.2.3 Network Change Charges**

Network changes are Customer initiated changes to existing Frame Relay or ATM Service, including changing circuit settings, rearranging PVCs or increasing port speeds within a given bandwidth circuit. Network Change Charges apply per order, except in situations when a NRC applies.

**3.2.4 Service Order Charges**

A Nonrecurring charge applies for receiving, recording and processing information in connection with a Customer request for Frame Relay or ATM Service. One Service Order Charge is applicable per Customer request, per due date, per account. When multiple service orders are required for Company reasons, only one Service Order Charge applies. The Service Order Charge is specified within each applicable Service rate paragraph.

**3.2.5 Record Order Charges**

A Nonrecurring charge applies for receiving, recording and processing information in connection with Customer initiated changes to Customer's account information (i.e. change in Customer billing name or billing address). In these instances, a record order is issued. Once a record order is issued, Customer may request additional changes to their account information without a subsequent record order charge being issued, provided the additional changes are requested during the same business day.

The Record Order Charge is \$14 per Record Order.

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**APPLICATION OF RATES (Cont'd)****3.2 Nonrecurring Charges (Cont'd)****3.2.6 Service Order Change Charges**

A Service Order Change Charge may apply if Customer requests an addition to, change to, or rearrangement of Service within three (3) days prior to the Service Due Date, and the request requires engineering redesign. Customer will be notified as to whether or not the Service Order Change Charge applies. The Service Order Change Charge is \$50 per service order.

Customer may request to extend a Due Date for service provided the new Service Due Date is no more than thirty (30) calendar days beyond the original Service Due Date. Should a request be made to extend for more than thirty (30) calendar days beyond the originally scheduled Service Due Date, the original Service Order will be cancelled and a new order for service must be placed. There will be a \$250 cancellation charge for cancelled orders.

**3.2.7 Expedite Order Charges**

For ATM Service, Frame Relay Service, and NAP, if Customer desires that Service be provided on a due date earlier than the due date offered the Customer, the Customer may request the Service be provided on an expedited basis.

There will be a \$250 charge for Expedite Orders that are limited to PVC additions or Port installations. For Port and Access Expedite Order requests, there is a minimum of \$500 per service Order. In addition, the Company will pass on and bill the customer any additional charges it incurs from other service providers, such as ILECs, IXCs and CLECs, necessary to complete the Expedite Order. The Company will provide Customer an estimate of any additional charges involved prior to the charges being incurred by Customer.

If the Company determines that the Service can be provided on an expedited basis and the Customer accepts the new expedited date and agrees to pay any applicable costs, the Expedite Order will then be processed

If the Company is unable to meet the agreed upon expedited Service date, but the Service is still provided on an expedited basis (prior to original due date offered by the Company), Customer will still incur applicable expedite charges.

**APPLICATION OF RATES (Cont'd)**

## 3.2 Nonrecurring Charges (Cont'd)

## 3.2.8 Additional Labor Charge

In this Paragraph, normally scheduled working hours are generally 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Holidays. However, the hours may vary based on Company policy, union contract and location.

Additional Labor is that labor requested by Customer on a given Service and agreed to by Company as set forth below. The Company will notify Customer that Additional Labor Charges will apply before any Additional Labor is undertaken.

There is a half-hour minimum charge for any Additional Labor. All Additional Labor Charges for work performed during normally scheduled working hours will be billed at \$50 for the first half-hour and \$25 for each subsequent quarter hour or fraction thereof, per technician.

All Additional Labor performed outside of normally scheduled working hours (overtime) will be billed at \$62.50 for the first half-hour and \$31.25 for each subsequent quarter hour or fraction thereof, per technician. A call-out of Company personnel for Additional Labor at a time not consecutive with Company's normally scheduled working hours is subject to a minimum charge of four hours.

If more than one technician is involved in the same Additional Labor project, the total amount of time for all technicians involved will be aggregated prior to the distribution of time between the first half-hour and each additional quarter hour rate categories.

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**APPLICATION OF RATES (Cont'd)****3.2 Nonrecurring Charges (Cont'd)****3.2.8 Additional Labor Charge (Cont'd)****3.2.8.A Overtime Installation**

Overtime installation is that Company installation effort outside of normally scheduled working hours.

**3.2.8.B Stand By**

Stand By includes all time in excess of one-half (1/2) hour during which Company personnel stand by to make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given Service.

**3.2.8.C Testing and Maintenance with Other Companies**

Additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies, is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company. For Testing and Maintenance Services, if the Customer elects not to release a circuit during the Company's normal working hours, Company will work with the Customer to reach a mutually agreed upon time.

**3.2.8.D Other Labor**

Other Labor is that Additional Labor not included in Paragraphs 3.2.5.A through 3.2.5.C, preceding, and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other Paragraph.

**3.3 Monthly Recurring Rates**

Monthly recurring rates are the rates applied each month or fraction thereof for the service being provided. For billing purposes, each month is considered to have 30 days.

**3.3.1 Minimum Period**

The minimum period for which all Services are provided and for which rates and charges apply is twelve (12) months.

When service is disconnected prior to the expiration of the minimum period, charges are applicable whether the Service is used or not. The applicable charge will be 50% of the total monthly charges at the rate in effect the time Service is discontinued, for the remainder of the minimum period.

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**APPLICATION OF RATES (Cont'd)****3.4 Term Pricing Plans (TPP)**

3.4.1 Term Pricing Plans (TPP) provide Customer with stabilized rates for a one, two, three or five<sup>/1/</sup> year service period. TPP monthly rates will be exempt from Company-initiated rate increases throughout the selected TPP service period. Should the Company increase its rates during the TPP service period, the Customer will continue to pay the rates in effect at the time the Customer elected to establish service under the TPP. The TPP start date for each Service commences on the date installation is complete, and Service under that TPP ends on the anniversary date of the installation.

3.4.2 Customer may request an existing TPP service period to be converted to a new TPP service period without incurring termination or nonrecurring charges provided the new service period is equal to or greater than the remaining portion of the original TPP service period.

3.4.3 If the Customer requests that service provided under a TPP be converted to a shorter term (i.e., five (5) year to three (3) year term), the request will be treated as a termination of service and termination charges will apply.

3.4.4 Customer must provide Company written notice of intent to renew TPP no later than 60 days prior to its expiration. Nonrecurring charges do not apply if TPP is renewed. The renewal rates will be the applicable Guidebook rates in effect at the time the TPP expires.

3.4.4.A For Frame Relay Service purchased from Paragraph 5:

If Customer does not renew TPP or does not notify Company of its intent to renew, Customer's Service will convert to the current Guidebook one (1) year rate.

3.4.4.B For ATM Service and Frame Relay Service purchased from Paragraphs 7 and 8, respectively:

If Customer does not renew TPP or does not notify Company of its intent to renew, Customer's Service will convert to the current Out of Term rates until the Customer cancels or renews the Service with a new TPP term.

/1/ Effective March 19, 2010, 5 Year terms are not available to new customers.

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**APPLICATION OF RATES (Cont'd)****3.5 Moves****3.5.1 Moves Within the Same Building**

Moves within the same building will incur a charge equal to one-half (1/2) of the nonrecurring charges and all associated special construction and material charges for the Service. There will be no change in TPP term requirements.

**3.5.2 Moves To a Different Building**

Moves to a different building will incur a charge equal to the nonrecurring charges and all associated special construction and material charges for the Service. There will be no change in TPP term requirements.

**3.5.3 When Termination Charges Apply**

If an order to move Service provided under a TPP does not meet one or more of the conditions described below, it will be treated as a discontinuance of Service and the establishment of a new Service and termination charges will apply. Except as noted, the monthly rates for the new Service will be those in effect at the time Service is moved. All nonrecurring charges and special construction charges associated with the establishment of the new Service will apply.

**3.5.3.A Moves at Same Transmission Speed**

For moves or changes at the same transmission speed, the Customer may move Service to a new location, or move and change to another Company Service without incurring termination charges provided all of the following conditions are met:

- (1) The new Service is provided solely by Company;
- (2) The Customer's request to disconnect Service and request for new Service are received at the same time;
- (3) The new Service date requested by Customer is within 120 days of the Customer's disconnect request;
- (4) The new Service has a transmission speed equal to the transmission speed of the existing Service;
- (5) For permanent virtual circuits (PVCs), the move must be associated with the move of one or more associated ports;
- (6) The total monthly charge for the new Service is equal to or greater than the total monthly price of the original Service.
- (7) The new Service establishes a new TPP effective date with a term equal to or greater than the original TPP term established at the former location;  
and
- (8) The total TPP revenue for the new Service is equal to or greater than the remaining TPP revenue of the original Service.

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**APPLICATION OF RATES (Cont'd)****3.5 Moves (Cont'd)****3.5.3 When Termination Charges Apply (Cont'd)****3.5.3.B Moves Involving Upgrades in Transmission Speed**

For moves involving upgrades in transmission speed, the Customer may move Service to a new location and upgrade to a higher speed Company Service without incurring termination charges provided all of the following conditions are met:

- (1) The new Service is provided solely by Company;
- (2) The Customer's request to disconnect Service and request for new Service are received at the same time;
- (3) The new Service date requested by the Customer is within 120 days of the Customer's disconnect request;
- (4) The new Service has a transmission speed greater than the transmission speed of the existing Service;
- (5) For PVCs, the move must be associated with the move of one or more associated ports;
- (6) The total monthly charge for the new Service is equal to or greater than the total monthly price of the original Service.
- (7) The new Service establishes a new TPP effective date with a term equal to or greater than the original TPP term established at the former location;  
and
- (8) The total TPP revenue for the new Service is equal to or greater than the remaining TPP revenue of the original Service.

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**APPLICATION OF RATES (Cont'd)****3.6 Upgrades Not Involving Moves**

Customer may upgrade Service to a higher transmission speed or to another Company Service of equal or greater transmission speed without incurring termination charges if all of the following conditions are met:

- (1) The new Service is provided solely by the Company;
- (2) The new Service is provided to the same Customer location;
- (3) For PVCs, the new Service must be provided between the same two locations;
- (4) The Customer's requests to disconnect Service and request for new Service are received at the same time;
- (5) For Service upgraded pursuant to this paragraph, the new Service establishes a new TPP effective date with a term equal to or greater than the original TPP term established with the original Service. (In instances where the Frame Relay Service or ATM Service Customer upgrades to a higher transmission speed that does not require a physical change in the Port or Access, no new TPP term is required.); and
- (6) The total TPP revenue for the new Service is equal to or greater than the remaining TPP revenue of the original Service.

Any additional nonrecurring or special construction charges associated with the new Service will apply.

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**APPLICATION OF RATES (Cont'd)**

## 3.7 Termination Charges

3.7.1 A Customer may terminate or disconnect, in whole or in part, any service without cause. If such termination occurs prior to completion of the Minimum Period or TPP, Company will compute the termination charges as set forth below, and render a bill to the Customer.

50% of the monthly recurring rate for each service disconnected	X	The number of months remaining in the term of the applicable TPP or minimum period
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3.7.2 Except as otherwise specifically provided in this Guidebook, termination charges apply during the TPP term if service is disconnected in full or in part prior to the end of the TPP term.

3.7.3 The termination charge applies to each service disconnected or, in the case of the cancellation of the TPP, to each service included in the canceled TPP.

## 3.8 Service Order Cancellation Charge

Customer may cancel a Service Order at any time prior to the Service Due Date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be cancelled. The following conditions apply to Service Order cancellations:

For Frame Relay Service, ATM Service and NAP, if Customer cancels an order for Service more than three (3) business days after Firm Order Confirmation (FOC) has been provided, Customer will incur a \$250 cancellation charge. This cancellation charge will be billed in addition to any other charges the Company incurs, including but not limited to applicable cancellation or termination charges from other Service providers such as ILECs, IXCs and CLECs. The Service Order Cancellation Charge will apply per Service Order.

For Service Orders cancelled less than three (3) business days before the Service Due Date, the request will be treated as a disconnect and will include applicable termination charges equal to 50% of the total monthly recurring charges. The above \$250 cancellation charge will not apply.

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**ASYNCHRONOUS TRANSFER MODE <sup>/1/</sup>****4.1 Service Description**

Asynchronous Transfer Mode (ATM) Service is a cell-based, broadband communication service using 53-byte cells to transport data, video traffic and, when available, voice traffic. ATM Service provides a flexible way to handle bursty traffic, combining the statistical efficiencies of packet switching with the low delays of circuit switching. ATM offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of services.

ATM Service conforms to industry protocol standards created by the Telecommunications Standardization Bureau of the International Telecommunications Union (ITU-T) and American National Standards Institute (ANSI).

**4.2 Service Provisioning****4.2.1 User to Network Interface (UNI) Access Link and Port**

The UNI Access Link and Port connects the Customer to the Company ATM network based upon the standards defined UNI signaling protocol, available at DS1, DS3 and OC3c speeds. Each UNI Access Link and Port will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**4.2.2 Network to Network Interface (NNI) Access Link and Port**

The NNI Access Link and Port connects the Customer to the Company ATM network based upon the standards defined NNI signaling protocol, available at DS1, DS3 and OC3c speeds. Each NNI Access Link and Port will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**4.2.3 Permanent Virtual Circuits (PVCs)**

PVCs are logical circuits that define a specific path for data sent by Customer from one location to another. The circuits are virtual because they are defined in software tables and do not tie up capacity when not in use. This allows multiple paths to be defined for any given port, thereby providing a single Access Link the capability to transmit data to multiple locations.

Customers can subscribe to varying Quality of Service levels for each PVC. The Customer must choose one of three traffic prioritization parameters available for each PVC. Traffic prioritization parameters refer to priorities given to cell transmissions and sensitivity of cells to delay variation and loss within the network.

Company ATM switches are responsible for guaranteeing the Quality of Service, based on the traffic priority parameter selected. The three traffic prioritization parameter categories are listed below.

/1/ Effective January 1, 2003, ATM Service offered in this Paragraph of the Guidebook ("Obsolete Service") is no longer available to Customers who on that date are not subscribers of the Obsolete Service. Customers who on January 1, 2003 are subscribers of the Obsolete Service retain all existing rights with respect to those Services under the terms of this Paragraph (e.g., customers may add or rearrange PVCs).

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**ASYNCHRONOUS TRANSFER MODE (Cont'd)**

## 4.2 Service Provisioning (Cont'd)

## 4.2.3 Permanent Virtual Circuits (PVCs) (Cont'd)

## 4.2.3.A Constant Bit Rate (CBR)

CBR supports the transmission of a continuous bit stream of traffic from those applications such as video, voice and circuit emulation, which require rigorous timing control and performance parameters.

## 4.2.3.B Variable Bit Rate - real time (VBR-rt)

VBR-rt supports traffic transmission levels for applications where a PVC requires low cell deviation. Such applications could include variable bit rate video compression and packet voice and video, which are somewhat tolerant of delay.

## 4.2.3.C Variable Bit Rate - non real time (VBR-nrt)

VBR-nrt supports traffic transmission levels for applications where a PVC can tolerate larger cell delay variation than VBR-rt. Such applications could include data file transfers.

## 4.3 Rate Elements

## 4.3.1 UNI Access Line and Port

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections. (i.e., DS1, DS3 or OC3c).

## 4.3.2 NNI Access Line and Port

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections. (i.e., DS1, DS3 or OC3c).

## 4.3.3 PVC

A monthly recurring charge applies for each PVC based on the Customer's selection of CBR, VBR-rt or VBR-nrt Quality of Service level.

**ASYNCHRONOUS TRANSFER MODE (Cont'd)**

## 4.4 Rates

## 4.4.1 UNI Access Line and Port

	<u>Speed</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
<b>DS1</b>			
	1 Year	\$1,200	\$735
	3 Year	600	635
	5 Year	100	490
<b>DS3</b>			
	1 Year	3,000	3,950
	3 Year	1,500	3,350
	5 Year	100	2,950
<b>OC-3c</b>			
	1 Year	3,000	5,375
	3 Year	1,500	4,775
	5 Year	100	4,175

## 4.4.2 Network to Network Interface (NNI)

	<u>Speed</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
<b>DS1</b>			
	1 Year	\$1,200	\$735
	3 Year	600	635
	5 Year	100	490
<b>DS3</b>			
	1 Year	3,000	3,950
	3 Year	1,500	3,350
	5 Year	100	2,950
<b>OC-3c</b>			
	1 Year	3,000	5,375
	3 Year	1,500	4,775
	5 Year	100	4,175

**ASYNCHRONOUS TRANSFER MODE (Cont'd)**

## 4.4 Rates (Cont'd)

## 4.4.3 PVCs

<u>Speed</u>	<u>CBR</u>	<u>Monthly Rate</u>	
		<u>VBR - rt</u>	<u>VBR - nrt</u>
64K	\$3.25	\$2.75	\$2.50
128K	6.50	5.50	5.00
192K	9.75	8.25	7.50
256K	13.00	11.00	10.00
320K	16.25	13.75	12.50
384K	19.50	16.50	15.00
448K	22.75	19.25	17.50
512K	26.00	22.00	20.00
576K	29.25	24.75	22.50
640K	32.50	27.50	25.00
704K	35.75	30.25	27.50
768K	39.00	33.00	30.00
832K	42.25	35.75	32.50
896K	45.50	38.50	35.00
960K	48.75	41.25	37.50
1024K	52.00	44.00	40.00
1088K	55.25	46.75	42.50
1152K	58.50	49.50	45.00
1216K	61.75	52.25	47.50
1280K	65.00	55.00	50.00
1344K	68.25	57.75	52.50
1408K	71.50	60.50	55.00
1472K	74.75	63.25	57.50
1536K	78.00	66.00	60.00
1M	20.00	15.00	12.50
2M	40.00	30.00	25.00
3M	60.00	45.00	37.50
4M	80.00	60.00	50.00
5M	100.00	75.00	62.50
6M	120.00	90.00	75.00
7M	140.00	105.00	87.50
8M	160.00	120.00	100.00
9M	180.00	135.00	112.50
10M	200.00	150.00	125.00
11M	220.00	165.00	137.50
12M	240.00	180.00	150.00
13M	260.00	195.00	162.50
14M	280.00	210.00	175.00
15M	300.00	225.00	187.50
16M	320.00	240.00	200.00
17M	340.00	255.00	212.50

**ASYNCHRONOUS TRANSFER MODE (Cont'd)**

## 4.4 Rates (Cont'd)

## 4.4.3 PVCs (cont'd)

<u>Speed</u>	<u>CBR</u>	<u>Monthly Rate</u>	
		<u>VBR - rt</u>	<u>VBR - nrt</u>
18M	\$360.00	\$270.00	\$225.00
19M	380.00	285.00	237.50
20M	400.00	300.00	250.00
21M	420.00	315.00	262.50
22M	440.00	330.00	275.00
23M	460.00	345.00	287.50
24M	480.00	360.00	300.00
25M	500.00	375.00	312.50
26M	520.00	390.00	325.00
27M	540.00	405.00	337.50
28M	560.00	420.00	350.00
29M	580.00	435.00	362.50
30M	600.00	450.00	375.00
31M	620.00	465.00	387.50
32M	640.00	480.00	400.00
33M	660.00	495.00	412.50
34M	680.00	510.00	425.00
35M	700.00	525.00	437.50
36M	720.00	540.00	450.00
37M	740.00	555.00	462.50
38M	760.00	570.00	475.00
39M	780.00	585.00	487.50
40M	800.00	600.00	500.00
41M	820.00	615.00	512.50
42M	840.00	630.00	525.00
43M	860.00	645.00	537.50
44M	880.00	660.00	550.00
45M	900.00	675.00	562.50
46M	920.00	690.00	575.00
47M	940.00	705.00	587.50
48M	960.00	720.00	600.00
49M	980.00	735.00	612.50
50M	1,000.00	750.00	625.00

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**FRAME RELAY SERVICE <sup>/1/</sup>****5.1 Service Description**

Frame Relay Service (FRS) is a communications service that facilitates the exchange of Customer data in variable length information units, frames or packets between end user connections by way of assigned virtual connections. Each frame is passed to the FRS network with an address that specifies the virtual connections. FRS is capable of handling the requirements of bursty data sources because of the ability of the Services to allocate additional bandwidth when not in use by other Services. FRS allows end users to share network resources.

FRS conforms to industry protocol standards created by the American National Standards Institute (ANSI) and Consultative Committee for International Telephony and Telegraph (CCITT).

**5.2 Service Provisioning****5.2.1 User to Network Interface (UNI) Access Link and Port**

The UNI Access Link and Port connects the Customer to the Company FRS network based upon the standards defined UNI signaling protocol, available at several speeds between 56Kbps and DS3.

Each UNI Access Link and Port will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**5.2.2 Network to Network Interface (NNI) Access Link and Port**

The NNI Access Link and Port connects the Customer to the Company FRS network based upon the standards defined NNI signaling protocol, available at DS1 and DS3 speeds. Each NNI Access Link and Port will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**5.2.3 Permanent Virtual Circuits (PVCs)**

PVCs are logical circuits that define a specific path for data sent by Customer from one location to another. The circuits are virtual because they are defined in software tables and do not tie up capacity when not in use. This allows multiple paths to be defined for any given port, thereby providing a single Access Link the capability to transmit data to multiple locations.

Company will allow Customer to provision the PVC connections up to 200% over-subscription of the port speed. There is also a physical limit, depending on switch type, on the amount of PVCs that can be subscribed per port.

/1/ Effective January 1, 2003, Frame Relay Service offered in this Paragraph of the Guidebook ("Obsolete Service") is no longer available to Customers who on that date are not subscribers of the Obsolete Service. Customers who on January 1, 2003 are subscribers of the Obsolete Service retain all existing rights with respect to those Services under the terms of this Paragraph (e.g., customers may add or rearrange PVCs).

**FRAME RELAY SERVICE (Cont'd)**

## 5.3 Rate Elements

## 5.3.1 UNI Access Line and Port

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections. (i.e., 56Kbps, 256Kbps, DS1, etc.).

## 5.3.2 NNI Access Line and Port

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections. (i.e., 56Kbps, 256Kbps, DS1, etc.).

## 5.3.3 PVC

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections. (i.e., 56Kbps, 256Kbps, 1.544 Mbps, etc.).

**FRAME RELAY SERVICE (Cont'd)**

## 5.4 Rates

## 5.4.1 UNI Access Line and Port

	<u>Speed</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
<b>56Kbps</b>			
	1 Year	\$700	\$160
	3 Year	375	151
	5 Year	50	144
<b>128Kbps</b>			
	1 Year	815	340
	3 Year	445	320
	5 Year	75	307
<b>256Kbps</b>			
	1 Year	815	400
	3 Year	445	377
	5 Year	75	362
<b>384Kbps</b>			
	1 Year	815	440
	3 Year	445	422
	5 Year	75	405
<b>DS1</b>			
	1 Year	815	605
	3 Year	445	571
	5 Year	75	540
<b>DS3</b>			
	1 Year	2,470	7,288
	3 Year	1,273	5,280
	5 Year	75	4,675

## 5.4.2 Network to Network Interface (NNI)

	<u>Speed</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
<b>DS1</b>			
	1 Year	\$815	\$605
	3 Year	445	571
	5 Year	75	540
<b>DS3</b>			
	1 Year	2,470	7,288
	3 Year	1,273	5,280
	5 Year	75	4,675

**FRAME RELAY SERVICE (Cont'd)**

## 5.4 Rates

## 5.4.3 PVCs

<u>Speed</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>		
		<u>1 Year</u>	<u>3 Year</u>	<u>5 Year</u>
8 Kbps	\$24	\$10	\$10	\$10
9.6 Kbps	24	11	11	11
16 Kbps	24	12	12	12
19.2 Kbps	24	14	14	14
28.8 Kbps	24	16	16	16
32 Kbps	24	18	18	18
56 Kbps	24	30	30	30
64 Kbps	24	30	30	30
128 Kbps	24	50	50	50
192 Kbps	24	70	70	70
256 Kbps	24	90	90	90
320 Kbps	24	110	110	110
384 Kbps	24	130	130	130
448 Kbps	24	150	150	150
512 Kbps	24	170	170	170
576 Kbps	24	200	200	200
640 Kbps	24	210	210	210
704 Kbps	24	230	230	230
768 Kbps	24	250	250	250
832 Kbps	24	256	256	256
896 Kbps	24	262	262	262
960 Kbps	24	268	268	268
1.024 Mbps	24	275	275	275
1.088 Mbps	24	280	280	280
1.152 Mbps	24	286	286	286
1.216 Mbps	24	294	294	294
1.289 Mbps	24	300	300	300
1.344 Mbps	24	306	306	306
1.408 Mbps	24	312	312	312
1.472 Mbps	24	318	318	318
1.544 Mbps	24	330	330	330
3.088Mbps	24	490	490	490
4.632 Mbps	24	600	600	600
6.176 Mbps	24	760	760	760
7.72 Mbps	24	950	950	950
9.264 Mbps	24	1,050	1,050	1,050
10.808 Mbps	24	1,150	1,150	1,150
12.35 Mbps	24	1,270	1,270	1,270
13.896 Mbps	24	1,330	1,330	1,330
15.44 Mbps	24	1,400	1,400	1,400
16.984 Mbps	24	1,430	1,430	1,430
18.528 Mbps	24	1,470	1,470	1,470
20.072 Mbps	24	1,540	1,540	1,099

**PROMOTIONS**

- 6.1 Company may provide special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations. The following specific rates are applicable to each promotional offering.

Frame Relay Service Nonrecurring Charge Waiver

Company will waive the following Nonrecurring Charges for new Frame Relay Service ordered pursuant to Paragraph 8 under a two (2) year TPP for the period from October 1, 2002 through December 29, 2002:

- (1) All Port Only and Port and Access Nonrecurring Charges.
- (2) PVC Nonrecurring Charges.

If Customer terminates Service prior to expiration of the committed service period, Termination Charges will apply as specified in Paragraph 3 of this Guidebook and Customer will be assessed and liable for any nonrecurring charges waived as a result of this promotion.

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**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE****7.1 Service Description**

Effective September 30, 2011, PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) service defined in this paragraph of the Guidebook will no longer be available to new customers. Existing term plan customers of PremierSERV ATM Service may add, move, remove or change lines and/or locations in accordance with the terms and conditions of their current term plan agreement for the duration of their current term plan agreement, but may not enter into any new term plan agreements. The Company will support one extension of an existing non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before June 30, 2013. Upon expiration of the extension and for existing customers who do not extend an existing non-expired term plan agreement, service will continue on a month-to-month basis until the service is discontinued on at least 30 days prior notice by the customer or on at least 30 days notice (or such longer period as may be required by the Commission) by the Company.

PremierSERV<sup>SM</sup> Asynchronous Transfer Mode (ATM) Service is a fast packet, cell-based technology that can support data and video applications requiring high bandwidth, high performance transport and switching. ATM Service will allow Customers who have requirements for high-speed connectivity to interconnect their multiple locations. ATM offers low latency, high throughput and flexible bandwidth interconnections capable of carrying a wide range of Services.

**7.2 Service Components**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections, term plan and features selected.

**7.2.1 User Network Interface (UNI) Port and Access**

UNI Port and Access connects the Customer to the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port and Access is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3c speeds. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

UNI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, Customers purchasing UNI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the Customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

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**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)****7.2 Service Components (Cont'd)****7.2.2 User Network Interface (UNI) Port Only**

UNI Port Only provides the Customer a port connection into the Company's ATM network, based upon the standards defined UNI signaling protocol. UNI Port Only is available at full bandwidth DS1, DS3, OC-3c and OC-12c speeds and Subrate DS3 and OC-3. When UNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's ATM network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**7.2.3 Inverse Multiplexing over ATM (IMA) UNI Port and Access**

IMA UNI Port and Access provides inverse multiplexing of an ATM cell stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. IMA UNI Port and Access is based upon the standards defined UNI Signaling Protocol.

**7.2.4 Inverse Multiplexing over ATM (IMA) UNI Port Only**

IMA UNI Port Only provides the Customer an IMA port connection into the Company's ATM network based upon the standards defined UNI signaling protocol. When IMA UNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's ATM network. IMA UNI Port Only is provided over two (2) to eight (8) physical DS1s.

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**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)****7.2 Service Components (Cont'd)****7.2.5 Broadband ISDN Inter-Carrier Interface (B-ICI) Port and Access**

B-ICI Port and Access connects the Customer to the Company's ATM network, based upon the standards defined B-ICI signaling protocol. B-ICI Port and Access allows Customer networks to interconnect to the Company ATM network. B-ICI Port and Access is available at DS1, DS3, OC-3c and OC-12c speeds. Each B-ICI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

B-ICI Port and Access in OC-3c and OC-12c speeds can be purchased with a protection option, where available. This option provides additional protection from fiber cable cuts by routing the working fiber pair via the primary route and the protected fiber pair via a physically diverse alternate route.

In addition, Customers purchasing B-ICI Port and Access in OC-12c speed may incur charges for interoffice mileage if the Central Office serving the Customer premises does not have an ATM switch or ATM switch is not OC-12c capable. OC-12c interoffice mileage charges consist of fixed and variable (per mile) rates.

**7.2.6 Broadband ISDN Inter-Carrier Interface (B-ICI) Port Only**

B-ICI Port Only provides the Customer a port connection into the Company's ATM network based upon the standards defined B-ICI signaling protocol. B-ICI Port Only is available at DS1, DS3, OC-3c and OC-12c speeds. When B-ICI Port Only is selected, it is the Customer's responsibility to obtain access to Company's ATM network. Each B-ICI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

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**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

## 7.2 Service Components (Cont'd)

## 7.2.7 Permanent Virtual Circuits (PVCs)

PVCs are logical connections between ports that allow data to be sent from one Customer location to another. PVCs do not engage capacity when idle, allowing the available capacity to be allocated to other active PVCs that are in need of additional bandwidth. With the exception of Multicasting VCCs, PVCs are duplex (two-way).

When placing an order for Service, Customer must specify the following for each PVC:

- PVC Connection Type;
- Traffic Parameter;
- VCC/VPC Type; and
- Quality of Service.

## 7.2.7.A PVC Connection Types

## (1) ATM to ATM

ATM to ATM connects two ATM Customer locations.

## (2) Frame Relay to ATM Service (FRATM)

FRATM connects two Customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks.

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**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

## 7.2 Service Components (Cont'd)

## 7.2.7 Permanent Virtual Circuits (PVCs) (Cont'd)

## 7.2.7.B Traffic Parameters

The Customer must choose the traffic parameters available for each PVC selected. Traffic parameters represent priorities given to cell transmissions, sensitivity of cells to delay variation and loss within the network. Traffic Shaping is a flow control functionality that must be enabled on the Customer premises equipment to ensure the Customer's data traffic transmission rate does not violate the Customer's chosen traffic parameters.

## (1) Peak Information Rate (PIR)

The PIR designates an upper limit that the traffic information rate may not exceed. PIR is expressed in Kbps or Mbps. Traffic that exceeds the PIR value will be discarded from the network for all Quality of Service types.

## (2) Sustainable Information Rate (SIR)

The Sustainable Information Rate (SIR) specifies the "average" traffic rate that is transmitted and received. SIR is expressed in Kbps or Mbps.

## (3) Maximum Burst Size (MBS)

MBS specifies the maximum number of cells per second (cps) that can be transmitted at the PIR. The MBS default is 32cps.

## 7.2.7.C PVC Types

## (1) Virtual Channel Connection (VCC)

Logical connection between one ATM switch port and another switch port. The VCC allows exchange of information in the form of fixed cells at variable rates. Company configures and maintains the individual VCCs within the ATM connection.

## (2) Virtual Path Connection (VPC)

A group of logical connections between one ATM switch port and another ATM switch port. A VPC connection is typically used to route multiple Customer defined VCCs as a group. It is the responsibility of the Customer to configure and maintain the individual VCCs within a VPC connection.

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**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

## 7.2 Service Components (Cont'd)

## 7.2.7 Permanent Virtual Circuits (PVCs) (Cont'd)

## 7.2.7.D VCC/VPC Types

## (1) Standard VCC/VPC

Standard VCCs/VPCs are utilized in typical ATM networks to provide logical connections between two ports.

## (2) Frame Relay to ATM Service (FRATM) VCC

A FRATM VCC is established to connect two Customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks. The FRATM VCC is provisioned with VBR-nrt Quality of Service on the ATM portion, and Standard Quality of Service on the Frame Relay portion. The FRATM VCC is priced based upon the ATM SIR value selected.

## (3) Disaster Recovery VCC

Disaster Recovery VCCs allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery location) should a non-recoverable disaster occur at the primary host location. The disaster recovery location must also be served by an active, Company provided ATM/Frame Relay Port.

Disaster Recovery VCCs are provisioned based upon an initial order from the Customer and pre-configured in the ATM switch, but set to a disabled mode. Customer must initiate VCC activation with Company and necessary third party vendors.

## (4) Alternate Routing VCC

Alternate Routing VCCs provide a logical connection to an alternate host location processor/server in the event of an outage at the primary location. Alternate Routing VCCs are to be utilized in the event of an outage at the primary location only, not day-to-day use. Alternate Routing VCCs are provisioned based upon an initial order from the Customer and available at all times. The remote Customer location is provisioned with two active VCCs, one end to the primary Customer location and one end to the backup Customer location.

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**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

## 7.2 Service Components (Cont'd)

## 7.2.7 Permanent Virtual Circuits (PVCs) (Cont'd)

## 7.2.7.E Quality of Service (QoS)

The PVC Quality of Service required is based upon the traffic parameter selected.

## (1) Constant Bit Rate (CBR)

CBR supports the transmission of a continuous flow of user information required to support applications where variable delays in transmission could negatively impact the streaming information content. CBR is the highest priority traffic on the network. Examples of applications requiring CBR are video and data streaming. When choosing CBR, Customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) Traffic Parameters. The PIR is used to determine the price.

## (2) Variable Bit Rate - real time (VBR-rt)

VBR-rt supports traffic transmission levels for applications where the PVC requires low cell deviation. Such applications could include variable bit rate video compression and packet voice and video, which are somewhat tolerant of delay. When choosing VBR-rt, Customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) traffic parameters. The PIR is used to determine the price.

## (3) Variable Bit Rate - non real time (VBR-nrt)

VBR-nrt supports traffic transmission levels for applications where the PVC can tolerate larger cell delay variation than VBR-rt. Such applications could include data file transfers. When choosing VBR-nrt, Customer must specify the Peak Information Rate (PIR), Sustained Information Rate (SIR) and Maximum Burst Size (MBS) traffic parameters. The SIR is used to determine the price.

## (4) Unspecified Bit Rate (UBR)

UBR supports the transmission of a continuous bit stream of traffic for delay-tolerant applications such as data file transfers. When choosing UBR, Customer must specify the Peak Information Rate (PIR) traffic parameter. The PIR value cannot be greater than the port speed. Customers wishing to oversubscribe may purchase additional UBR connections.

**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

## 7.3 Rates (Cont'd)

Speed	Standard PVCs – Monthly								NRC <sup>/1/</sup>
	Quality of Service (QoS)								
	UBR (PIR)		VBR-nrt (SIR)		VBR-rt (PIR)		CBR (PIR)		
	VCC	VPC	VCC	VPC	VCC	VPC	VCC	VPC	
8Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
16Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
32Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
48Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
56Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
64Kbps	\$2	\$3	\$3	\$4	\$6	\$8	\$7	\$9	\$60
128Kbps	\$3	\$4	\$5	\$6	\$6	\$8	\$7	\$9	\$60
192Kbps	\$5	\$6	\$8	\$9	\$9	\$12	\$10	\$13	\$60
256Kbps	\$7	\$8	\$10	\$13	\$13	\$16	\$13	\$17	\$60
320Kbps	\$8	\$10	\$13	\$16	\$16	\$20	\$17	\$21	\$60
384Kbps	\$10	\$13	\$15	\$19	\$19	\$23	\$20	\$25	\$60
448Kbps	\$12	\$15	\$18	\$22	\$22	\$27	\$23	\$29	\$60
512Kbps	\$13	\$17	\$20	\$25	\$25	\$31	\$27	\$33	\$60
576Kbps	\$15	\$19	\$23	\$28	\$28	\$35	\$30	\$38	\$60
640Kbps	\$17	\$21	\$25	\$31	\$31	\$39	\$33	\$42	\$60
704Kbps	\$18	\$23	\$28	\$34	\$34	\$43	\$37	\$46	\$60
768Kbps	\$20	\$25	\$30	\$38	\$38	\$47	\$40	\$50	\$60
832Kbps	\$22	\$27	\$33	\$41	\$41	\$51	\$43	\$54	\$60
896Kbps	\$23	\$29	\$35	\$44	\$44	\$55	\$47	\$58	\$60
960Kbps	\$25	\$31	\$38	\$47	\$47	\$59	\$50	\$63	\$60
1000Kbps	\$25	\$31	\$50	\$63	\$69	\$86	\$75	\$94	\$60
1024Kbps	\$27	\$33	\$40	\$50	\$50	\$63	\$53	\$67	\$60
1536Kbps	\$40	\$50	\$60	\$75	\$75	\$94	\$80	\$100	\$60
2Mbps	\$30	\$38	\$60	\$75	\$83	\$103	\$90	\$113	\$60
3Mbps	\$35	\$44	\$70	\$88	\$96	\$120	\$105	\$131	\$60
4Mbps	\$40	\$50	\$80	\$100	\$110	\$138	\$120	\$150	\$60
5Mbps	\$45	\$56	\$90	\$113	\$124	\$155	\$135	\$169	\$60
6Mbps	\$50	\$63	\$100	\$125	\$138	\$172	\$150	\$188	\$60
7Mbps	\$55	\$69	\$110	\$138	\$151	\$189	\$165	\$206	\$60
8Mbps	\$60	\$75	\$120	\$150	\$165	\$206	\$180	\$225	\$60
9Mbps	\$65	\$81	\$130	\$163	\$179	\$223	\$195	\$244	\$60
10Mbps	\$70	\$88	\$140	\$175	\$193	\$241	\$210	\$263	\$60

/1/ Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of ATM service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5)<sup>/2/</sup> year TPP.

/2/ Effective March 19, 2010, 5 Year terms are not available to new customers.

**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

7.3 Rates (Cont'd)

Speed	Standard PVCs – Monthly								NRC <sup>/1/</sup>
	Quality of Service (QoS)								
	UBR (PIR)		VBR-nrt (SIR)		VBR-rt (PIR)		CBR (PIR)		
	VCC	VPC	VCC	VPC	VCC	VPC	VCC	VPC	
11Mbps	\$75	\$94	\$150	\$188	\$206	\$258	\$225	\$281	\$60
12Mbps	\$80	\$100	\$160	\$200	\$220	\$275	\$240	\$300	\$60
13Mbps	\$85	\$106	\$170	\$213	\$234	\$292	\$255	\$319	\$60
14Mbps	\$90	\$113	\$180	\$225	\$248	\$309	\$270	\$338	\$60
15Mbps	\$95	\$119	\$190	\$238	\$261	\$327	\$285	\$356	\$60
16Mbps	\$100	\$125	\$200	\$250	\$275	\$344	\$300	\$375	\$60
17Mbps	\$105	\$131	\$210	\$263	\$289	\$361	\$315	\$394	\$60
18Mbps	\$110	\$138	\$220	\$275	\$303	\$378	\$330	\$413	\$60
19Mbps	\$115	\$144	\$230	\$288	\$316	\$395	\$345	\$431	\$60
20Mbps	\$120	\$150	\$240	\$300	\$330	\$413	\$360	\$450	\$60
25Mbps	\$125	\$156	\$250	\$313	\$344	\$430	\$375	\$469	\$60
30Mbps	\$150	\$188	\$300	\$375	\$413	\$516	\$450	\$563	\$60
35Mbps	\$175	\$219	\$350	\$438	\$481	\$602	\$525	\$656	\$60
40Mbps	\$200	\$250	\$400	\$500	\$550	\$688	\$600	\$750	\$60
45Mbps	\$205	\$256	\$410	\$513	\$564	\$705	\$615	\$769	\$60
50Mbps	\$207	\$259	\$414	\$517	\$569	\$711	\$621	\$776	\$60
55Mbps	\$228	\$284	\$455	\$569	\$626	\$782	\$683	\$853	\$60
60Mbps	\$248	\$310	\$497	\$621	\$683	\$853	\$745	\$931	\$60
65Mbps	\$269	\$336	\$538	\$672	\$740	\$925	\$807	\$1,009	\$60
70Mbps	\$290	\$362	\$579	\$724	\$797	\$996	\$869	\$1,086	\$60
75Mbps	\$310	\$388	\$621	\$776	\$853	\$1,067	\$931	\$1,164	\$60
80Mbps	\$331	\$414	\$662	\$828	\$910	\$1,138	\$993	\$1,241	\$60
85Mbps	\$352	\$440	\$703	\$879	\$967	\$1,209	\$1,055	\$1,319	\$60
90Mbps	\$372	\$466	\$745	\$931	\$1,024	\$1,280	\$1,117	\$1,397	\$60
95Mbps	\$393	\$491	\$786	\$983	\$1,081	\$1,351	\$1,179	\$1,474	\$60
100Mbps	\$414	\$517	\$828	\$1,034	\$1,138	\$1,422	\$1,241	\$1,552	\$60
105Mbps	\$434	\$543	\$869	\$1,086	\$1,195	\$1,494	\$1,303	\$1,629	\$60
110Mbps	\$455	\$569	\$910	\$1,138	\$1,252	\$1,565	\$1,366	\$1,707	\$60
115Mbps	\$476	\$595	\$952	\$1,190	\$1,309	\$1,636	\$1,428	\$1,784	\$60
120Mbps	\$497	\$621	\$993	\$1,241	\$1,366	\$1,707	\$1,490	\$1,862	\$60
125Mbps	\$517	\$647	\$1,034	\$1,293	\$1,422	\$1,778	\$1,552	\$1,940	\$60
130Mbps	\$538	\$672	\$1,076	\$1,345	\$1,479	\$1,849	\$1,614	\$2,017	\$60
135Mbps	\$559	\$698	\$1,117	\$1,397	\$1,536	\$1,920	\$1,676	\$2,095	\$60
140Mbps	\$579	\$724	\$1,159	\$1,448	\$1,593	\$1,991	\$1,738	\$2,172	\$60
145Mbps	\$600	\$750	\$1,200	\$1,500	\$1,650	\$2,063	\$1,800	\$2,250	\$60

/1/ Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of ATM service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5)<sup>/2/</sup> year TPP.

/2/ Effective March 19, 2010, 5 Year terms are not available to new customers.

**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

## 7.3 Rates (Cont'd)

Speed	FRATM PVCs - Monthly				NRC <sup>/1/</sup>
	Standard	Alternate Routing	Disaster Recovery		
	VBR-nrt (SIR) VCC Only	VBR-nrt (SIR) VCC Only	VBR-nrt (SIR) VCC Only		
8Kbps	\$4	\$3	\$2	\$60	
16Kbps	\$5	\$4	\$3	\$60	
32Kbps	\$6	\$5	\$3	\$60	
48Kbps	\$7	\$6	\$4	\$60	
56Kbps	\$8	\$7	\$4	\$60	
64Kbps	\$9	\$8	\$5	\$60	
128Kbps	\$10	\$9	\$5	\$60	
192Kbps	\$11	\$9	\$6	\$60	
256Kbps	\$12	\$10	\$6	\$60	
320Kbps	\$13	\$11	\$6	\$60	
384Kbps	\$15	\$13	\$8	\$60	
448Kbps	\$18	\$15	\$9	\$60	
512Kbps	\$20	\$17	\$10	\$60	
576Kbps	\$23	\$19	\$11	\$60	
640Kbps	\$25	\$21	\$13	\$60	
704Kbps	\$28	\$23	\$14	\$60	
768Kbps	\$30	\$26	\$15	\$60	
832Kbps	\$33	\$28	\$16	\$60	
896Kbps	\$35	\$30	\$18	\$60	
960Kbps	\$38	\$32	\$19	\$60	
1000Kbps	\$50	\$43	\$25	\$60	
1024Kbps	\$40	\$34	\$20	\$60	
1536Kbps	\$60	\$51	\$30	\$60	
2Mbps	\$60	\$51	\$30	\$60	
3Mbps	\$70	\$60	\$35	\$60	
4Mbps	\$80	\$68	\$40	\$60	
5Mbps	\$90	\$77	\$45	\$60	
6Mbps	\$100	\$85	\$50	\$60	
7Mbps	\$110	\$94	\$55	\$60	
8Mbps	\$120	\$102	\$60	\$60	
9Mbps	\$130	\$111	\$65	\$60	
10Mbps	\$140	\$119	\$70	\$60	

/1/ Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of ATM service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5)<sup>/2/</sup> year TPP.

/2/ Effective March 19, 2010, 5 Year terms are not available to new customers.

**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

## 7.3 Rates (Cont'd)

Speed	FRATM PVCs - Monthly			NRC <sup>/1/</sup>
	Standard VBR-nrt (SIR) VCC Only	Alternate Routing VBR-nrt (SIR) VCC Only	Disaster Recovery VBR-nrt (SIR) VCC Only	
11Mbps	\$150	\$128	\$75	\$60
12Mbps	\$160	\$136	\$80	\$60
13Mbps	\$170	\$145	\$85	\$60
14Mbps	\$180	\$153	\$90	\$60
15Mbps	\$190	\$162	\$95	\$60
16Mbps	\$200	\$170	\$100	\$60
17Mbps	\$210	\$179	\$105	\$60
18Mbps	\$220	\$187	\$110	\$60
19Mbps	\$230	\$196	\$115	\$60
20Mbps	\$240	\$204	\$120	\$60
25Mbps	\$250	\$213	\$125	\$60
30Mbps	\$300	\$255	\$150	\$60
35Mbps	\$350	\$298	\$175	\$60
40Mbps	\$400	\$340	\$200	\$60

/1/ Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of ATM service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5)<sup>/2/</sup> year TPP.

/2/ Effective March 19, 2010, 5 Year terms are not available to new customers.

**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

7.3 Rates (Cont'd)

Speed	Alternate Routing PVCs - Monthly				Disaster Recovery PVCs - Monthly				NRC <sup>/1/</sup>
	Quality of Service				Quality of Service				
	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	
	VCC Only				VCC Only				
8Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
16Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
32Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
48Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
56Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
64Kbps	\$2	\$3	\$5	\$6	\$1	\$2	\$3	\$4	\$60
128Kbps	\$3	\$4	\$5	\$6	\$2	\$3	\$3	\$4	\$60
192Kbps	\$4	\$6	\$8	\$9	\$3	\$4	\$5	\$5	\$60
256Kbps	\$6	\$9	\$11	\$11	\$3	\$5	\$6	\$7	\$60
320Kbps	\$7	\$11	\$13	\$14	\$4	\$6	\$8	\$8	\$60
384Kbps	\$9	\$13	\$16	\$17	\$5	\$8	\$9	\$10	\$60
448Kbps	\$10	\$15	\$19	\$20	\$6	\$9	\$11	\$12	\$60
512Kbps	\$11	\$17	\$21	\$23	\$7	\$10	\$13	\$13	\$60
576Kbps	\$13	\$19	\$24	\$26	\$8	\$11	\$14	\$15	\$60
640Kbps	\$14	\$21	\$27	\$28	\$8	\$13	\$16	\$17	\$60
704Kbps	\$16	\$23	\$29	\$31	\$9	\$14	\$17	\$18	\$60
768Kbps	\$17	\$26	\$32	\$34	\$10	\$15	\$19	\$20	\$60
832Kbps	\$18	\$28	\$35	\$37	\$11	\$16	\$20	\$22	\$60
896Kbps	\$20	\$30	\$37	\$40	\$12	\$18	\$22	\$23	\$60
960Kbps	\$21	\$32	\$40	\$43	\$13	\$19	\$23	\$25	\$60
1000Kbps	\$21	\$43	\$58	\$64	\$13	\$25	\$34	\$38	\$60
1024Kbps	\$23	\$34	\$43	\$45	\$13	\$20	\$25	\$27	\$60
1536Kbps	\$34	\$51	\$64	\$68	\$20	\$30	\$38	\$40	\$60
2Mbps	\$26	\$51	\$70	\$77	\$15	\$30	\$41	\$45	\$60
3Mbps	\$30	\$60	\$82	\$89	\$18	\$35	\$48	\$53	\$60
4Mbps	\$34	\$68	\$94	\$102	\$20	\$40	\$55	\$60	\$60
5Mbps	\$38	\$77	\$105	\$115	\$23	\$45	\$62	\$68	\$60
6Mbps	\$43	\$85	\$117	\$128	\$25	\$50	\$69	\$75	\$60
7Mbps	\$47	\$94	\$129	\$140	\$28	\$55	\$76	\$83	\$60
8Mbps	\$51	\$102	\$140	\$153	\$30	\$60	\$83	\$90	\$60
9Mbps	\$55	\$111	\$152	\$166	\$33	\$65	\$89	\$98	\$60
10Mbps	\$60	\$119	\$164	\$179	\$35	\$70	\$96	\$105	\$60

/1/ Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of ATM service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5)<sup>/2/</sup> year TPP.

/2/ Effective March 19, 2010, 5 Year terms are not available to new customers.

**PremierSERV<sup>SM</sup> ASYNCHRONOUS TRANSFER MODE (ATM) SERVICE (Cont'd)**

7.3 Rates (Cont'd)

Speed	Alternate Routing PVCs - Monthly				Disaster Recovery PVCs - Monthly				NRC <sup>/1/</sup>
	Quality of Service				Quality of Service				
	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	UBR (PIR)	VBR-nrt (SIR)	VBR-rt (PIR)	CBR (PIR)	
	VCC Only				VCC Only				
11Mbps	\$64	\$128	\$175	\$191	\$38	\$75	\$103	\$113	\$60
12Mbps	\$68	\$136	\$187	\$204	\$40	\$80	\$110	\$120	\$60
13Mbps	\$72	\$145	\$199	\$217	\$43	\$85	\$117	\$128	\$60
14Mbps	\$77	\$153	\$210	\$230	\$45	\$90	\$124	\$135	\$60
15Mbps	\$81	\$162	\$222	\$242	\$48	\$95	\$131	\$143	\$60
16Mbps	\$85	\$170	\$234	\$255	\$50	\$100	\$138	\$150	\$60
17Mbps	\$89	\$179	\$245	\$268	\$53	\$105	\$144	\$158	\$60
18Mbps	\$94	\$187	\$257	\$281	\$55	\$110	\$151	\$165	\$60
19Mbps	\$98	\$196	\$269	\$293	\$58	\$115	\$158	\$173	\$60
20Mbps	\$102	\$204	\$281	\$306	\$60	\$120	\$165	\$180	\$60
25Mbps	\$106	\$213	\$292	\$319	\$63	\$125	\$172	\$188	\$60
30Mbps	\$128	\$255	\$351	\$383	\$75	\$150	\$206	\$225	\$60
35Mbps	\$149	\$298	\$409	\$446	\$88	\$175	\$241	\$263	\$60
40Mbps	\$170	\$340	\$468	\$510	\$100	\$200	\$275	\$300	\$60
45Mbps	\$174	\$349	\$479	\$523	\$103	\$205	\$282	\$308	\$60
50Mbps	\$176	\$352	\$484	\$528	\$103	\$207	\$284	\$310	\$60
55Mbps	\$193	\$387	\$532	\$580	\$114	\$228	\$313	\$341	\$60
60Mbps	\$211	\$422	\$580	\$633	\$124	\$248	\$341	\$372	\$60
65Mbps	\$229	\$457	\$629	\$686	\$134	\$269	\$370	\$403	\$60
70Mbps	\$246	\$492	\$677	\$739	\$145	\$290	\$398	\$434	\$60
75Mbps	\$264	\$528	\$725	\$791	\$155	\$310	\$427	\$466	\$60
80Mbps	\$281	\$563	\$774	\$844	\$166	\$331	\$455	\$497	\$60
85Mbps	\$299	\$598	\$822	\$897	\$176	\$352	\$484	\$528	\$60
90Mbps	\$317	\$633	\$871	\$950	\$186	\$372	\$512	\$559	\$60
95Mbps	\$334	\$668	\$919	\$1,002	\$197	\$393	\$541	\$590	\$60
100Mbps	\$352	\$703	\$967	\$1,055	\$207	\$414	\$569	\$621	\$60
105Mbps	\$369	\$739	\$1,016	\$1,108	\$217	\$434	\$597	\$652	\$60
110Mbps	\$387	\$774	\$1,064	\$1,161	\$228	\$455	\$626	\$683	\$60
115Mbps	\$404	\$809	\$1,112	\$1,213	\$238	\$476	\$654	\$714	\$60
120Mbps	\$422	\$844	\$1,161	\$1,266	\$248	\$497	\$683	\$745	\$60
125Mbps	\$440	\$879	\$1,209	\$1,319	\$259	\$517	\$711	\$776	\$60
130Mbps	\$457	\$914	\$1,257	\$1,372	\$269	\$538	\$740	\$807	\$60
135Mbps	\$475	\$950	\$1,306	\$1,424	\$279	\$559	\$768	\$838	\$60
140Mbps	\$492	\$985	\$1,354	\$1,477	\$290	\$579	\$797	\$869	\$60
145Mbps	\$510	\$1,020	\$1,403	\$1,530	\$300	\$600	\$825	\$900	\$60

/1/ Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of ATM service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5)<sup>/2/</sup> year TPP.

/2/ Effective March 19, 2010, 5 Year terms are not available to new customers.

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**PremierSERV<sup>SM</sup> FRAME RELAY SERVICE****8.1 Service Description**

Effective September 30, 2011, PremierSERV<sup>SM</sup> Frame Relay service defined in this paragraph of the Guidebook will no longer be available to new customers. Existing term plan customers of PremierSERV Frame Relay Service may add, move, remove or change lines and/or locations in accordance with the terms and conditions of their current term plan agreement for the duration of their current term plan agreement, but may not enter into any new term plan agreements. The Company will support one extension of an existing non-expired term plan agreement past its current term for twelve (12) months, provided the extension is signed on or before June 30, 2013. Upon expiration of the extension and for existing customers who do not extend an existing non-expired term plan agreement, service will continue on a month-to-month basis until the service is discontinued on at least 30 days prior notice by the customer or on at least 30 days notice (or such longer period as may be required by the Commission) by the Company.

PremierSERV<sup>SM</sup> Frame Relay Service (FRS) is a public, metropolitan wide-area data service that provides high throughput and low delay. It utilizes advanced packet switching technology and highly reliable digital transmission facilities to provide the performance of leased lines and the flexibility and connectivity features of Local Area Networks (LANs) in an efficient, economical data delivery service.

**8.2 Service Components**

A nonrecurring charge and a monthly rate apply, based upon the speed of the connections and term plan selected.

**8.2.1 User Network Interface (UNI) Port and Access**

UNI Port and Access connects the Customer to the Company's FRS network, based upon the standards defined UNI signaling protocol. UNI Port and Access is available at various speeds between 56 Kbps and DS3. Each UNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**8.2.2 User Network Interface (UNI) Port Only**

UNI Port Only provides the Customer a port connection into the Company's FRS network based upon the standards defined UNI signaling protocol. UNI Port Only is available at several speeds between 56 Kbps and DS3. When UNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Each UNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

**8.2.3 Multilink UNI Port and Access**

Multilink UNI Port and Access provides inverse multiplexing of a frame stream over two (2) to eight (8) physical DS1s and retrieval of the original stream at the far end of those connections. Multilink UNI Port and Access is based upon the standards defined FRF. 16 UNI signaling protocol.

**PremierSERV<sup>SM</sup> FRAME RELAY SERVICE (Cont'd)**

## 8.2 Service Components (Cont'd)

## 8.2.4 Multilink UNI Port Only

Multilink UNI Port Only provides the Customer a Multilink port connection into the Company's FRS network based upon the standards defined UNI signaling protocol. When Multilink UNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Multilink UNI Port Only is provided over two (2) to eight (8) physical DS1s.

## 8.2.5 Network to Network Interface (NNI) Port and Access

NNI Port and Access connects the Customer to the Company's FRS network, based upon the standards defined NNI signaling protocol. NNI Port and Access is available at DS1 and DS3 speeds. Each NNI Port and Access will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

## 8.2.6 Network to Network Interface (NNI) Port Only

NNI Port Only provides the Customer a port connection into the Company's FRS network based upon the standards defined NNI signaling protocol. NNI Port Only is available at DS1 and DS3 speeds. When NNI Port Only is selected, it is the Customer's responsibility to obtain access to Company's FRS network. Each NNI Port Only will accommodate multiple Permanent Virtual Circuits (PVCs), based upon the speeds selected.

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**PremierSERV<sup>SM</sup> FRAME RELAY SERVICE (Cont'd)****8.2 Service Components (Cont'd)****8.2.7 Permanent Virtual Circuits (PVCs)**

PVCs are logical connections between two (2) ports that allow data to be sent from one Customer location to another. PVCs do not engage capacity when idle, allowing the available capacity to be allocated to other active PVCs that are in need of additional bandwidth. PVCs are duplex (two-way).

Each PVC type is assigned a Committed Information Rate (CIR). CIR is the rate in Kbps or Mbps at which the Company commits to transfer user data under normal conditions.

A PVC may exceed its assigned CIR when transmitting a large file or volume of information. This condition is known as bursting. Excess capacity must be available on the port connection for bursting to occur. Bursting cannot exceed the port speed.

When placing an order for Service, Customer must specify the following for each PVC:

- PVC Connection Type;
- PVC Type; and
- Quality of Service.

PVCs purchased from this Paragraph of Frame Relay Service must have at least one associated Port purchased from this Paragraph as well.

**8.2.7.A PVC Connection Types****(1) Frame Relay to Frame Relay**

Frame Relay to Frame Relay connects two Frame Relay Customer locations.

**(2) Frame Relay to ATM Service (FRATM)**

FRATM connects two Customer locations, one having a Frame Relay port and the other an ATM port, to provide transparent interworking between Frame Relay and ATM networks.

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**PremierSERV<sup>SM</sup> FRAME RELAY SERVICE (Cont'd)**

## 8.2 Service Components (Cont'd)

## 8.2.7 Permanent Virtual Circuits (PVCs) (Cont'd)

## 8.2.7.B PVC Types

## (1) Standard PVC

Standard PVCs are utilized in typical Frame Relay networks to provide logical connections between two ports.

## (2) Disaster Recovery PVC

Disaster Recovery PVCs allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery location) should a non-recoverable disaster occur at the primary host location. The disaster recovery location must also be served by an active, Company provided Frame Relay Port.

The Disaster Recovery PVC is provisioned based upon an initial order from the Customer and pre-configured in the Frame Relay switch, but set to a disabled mode. Customer must initiate PVC activation with Company and necessary third party vendors.

## (3) Alternate Routing PVCs

Alternate Routing PVCs provide a logical connection to an alternate host site processor/server in the event of an outage at the primary location. Alternate Routing PVCs are to be utilized in the event of an outage at the primary location only, not day-to-day use.

The Alternate Routing PVC is provisioned based upon an initial order from the Customer and available at all times. The remote Customer location is provisioned with two active PVCs, one end to the primary Customer location and one end to the backup Customer location.

## 8.2.7.C PVC Quality of Service (QoS)

## (1) Standard

Standard QoS is available for Frame Relay applications that contain bursty traffic.

## (2) Priority

Priority QoS offers reduced delay and packet loss between end-points.

**PremierSERV<sup>SM</sup> FRAME RELAY SERVICE (Cont'd)**

8.3 Rates (Cont'd)

CIR Speed	Monthly						NRC <sup>/1/</sup>
	Standard PVC		Alternate Routing PVC Quality of Service (QoS)		Disaster Recovery PVC		
	Standard	Priority	Standard	Priority	Standard	Priority	
8Kbps	\$3	\$5	\$2	\$4	\$1	\$3	\$30
16Kbps	\$4	\$6	\$3	\$5	\$2	\$4	\$30
32Kbps	\$5	\$7	\$4	\$6	\$3	\$4	\$30
48Kbps	\$6	\$8	\$5	\$7	\$3	\$4	\$30
56Kbps	\$7	\$9	\$6	\$9	\$4	\$5	\$30
64Kbps	\$8	\$10	\$7	\$10	\$4	\$6	\$30
128Kbps	\$9	\$14	\$8	\$11	\$5	\$7	\$30
192Kbps	\$10	\$15	\$9	\$13	\$5	\$8	\$30
256Kbps	\$11	\$17	\$9	\$14	\$6	\$8	\$30
320Kbps	\$12	\$18	\$10	\$15	\$6	\$9	\$30
384Kbps	\$14	\$21	\$12	\$18	\$7	\$11	\$30
448Kbps	\$16	\$24	\$14	\$20	\$8	\$12	\$30
512Kbps	\$18	\$27	\$15	\$23	\$9	\$14	\$30
576Kbps	\$22	\$33	\$19	\$28	\$11	\$17	\$30
640Kbps	\$24	\$36	\$20	\$31	\$12	\$18	\$30
704Kbps	\$27	\$40	\$23	\$34	\$13	\$20	\$30
768Kbps	\$28	\$42	\$24	\$36	\$14	\$21	\$30
832Kbps	\$29	\$44	\$25	\$37	\$15	\$22	\$30
896Kbps	\$31	\$46	\$26	\$39	\$15	\$23	\$30
960Kbps	\$32	\$48	\$27	\$40	\$16	\$24	\$30
1000Kbps	\$32	\$49	\$28	\$41	\$16	\$24	\$30
1024Kbps	\$33	\$49	\$28	\$42	\$16	\$25	\$30
1536Kbps	\$42	\$62	\$35	\$53	\$21	\$31	\$30

/1/ Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of Service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5)<sup>/2/</sup> year TPP.

/2/ Effective March 19, 2010, 5 Year terms are not available to new customers.

**PremierSERV<sup>SM</sup> FRAME RELAY SERVICE (Cont'd)**

## 8.3 Rates (Cont'd)

CIR Speed	Monthly						NRC <sup>/1/</sup>
	Standard PVC		Alternate Routing PVC Quality of Service (QoS)		Disaster Recovery PVC		
	Standard	Priority	Standard	Priority	Standard	Priority	
2Mbps	\$48	\$73	\$41	\$62	\$24	\$36	\$30
3Mbps	\$61	\$92	\$52	\$78	\$31	\$46	\$30
4Mbps	\$72	\$108	\$61	\$92	\$36	\$54	\$30
5Mbps	\$82	\$123	\$70	\$105	\$41	\$62	\$30
6Mbps	\$91	\$137	\$77	\$116	\$46	\$68	\$30
7Mbps	\$100	\$149	\$85	\$127	\$50	\$75	\$30
8Mbps	\$107	\$161	\$91	\$137	\$54	\$81	\$30
9Mbps	\$115	\$173	\$98	\$147	\$58	\$86	\$30
10Mbps	\$122	\$183	\$104	\$156	\$61	\$92	\$30
11Mbps	\$129	\$194	\$110	\$165	\$65	\$97	\$30
12Mbps	\$136	\$204	\$115	\$173	\$68	\$102	\$30
13Mbps	\$142	\$213	\$121	\$181	\$71	\$107	\$30
14Mbps	\$148	\$222	\$126	\$189	\$74	\$111	\$30
15Mbps	\$154	\$231	\$131	\$197	\$77	\$116	\$30
16Mbps	\$160	\$240	\$136	\$204	\$80	\$120	\$30
17Mbps	\$166	\$249	\$141	\$211	\$83	\$124	\$30
18Mbps	\$171	\$257	\$146	\$218	\$86	\$129	\$30
19Mbps	\$177	\$265	\$150	\$225	\$88	\$133	\$30
20Mbps	\$182	\$273	\$155	\$232	\$91	\$137	\$30
25Mbps	\$207	\$310	\$176	\$264	\$103	\$155	\$30
30Mbps	\$230	\$345	\$207	\$310	\$115	\$172	\$30
35Mbps	\$251	\$377	\$226	\$339	\$126	\$188	\$30

/1/ Nonrecurring charges are waived for PVCs purchased with Customer's initial order for installation of Service, and only if Customer's associated Port or Port and Access is provided under a three (3) or five (5)<sup>/2/</sup> year TPP.

/2/ Effective March 19, 2010, 5 Year terms are not available to new customers.

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**SPECIAL CONSTRUCTION**

## 9.1 Regulations

- 9.1.1 When special construction of facilities is required, the provisions of this paragraph apply in addition to all regulations, rates, and charges set forth in the appropriate service paragraph.
- 9.1.2 Special construction is required if 1) facilities or equipment is not available to meet an order for Service and Company or its vendors must construct facilities; 2) Customer requests Service to be furnished using a type of facility or equipment, or via a route, other than that which Company would normally utilize in providing the requested Service; or 3) Customer requests construction be expedited resulting in added cost to Company.
- 9.1.3 Special construction charges will be developed based on estimated costs.
- 9.1.4 Written Customer approval of all special construction charges must be provided to Company prior to start of construction.
- 9.1.5 For Services provided on a month to month basis, Customer must pay all special construction charges upfront before Company will begin special construction.
- 9.1.6 For Services provided pursuant to a volume or term commitment, Company may spread special construction charges across the term of the commitment, which will be in addition to any charges associated with the Service. If Customer cancels Service after construction has begun, but before commencement of Service, Customer will be liable for all charges incurred by Company. If Customer cancels Service after commencement of Service, Customer will be liable for all unpaid special construction charges in addition to any termination liability associated with termination of Service as set forth in the appropriate service paragraph.
- 9.1.7 If Customer fails to pay special construction charges due, refusal and discontinuance of the Services using the specially constructed facilities shall be in accordance with the appropriate regulations under which the Service is being provided.
- 9.1.8 Rates, charges and liabilities for special construction to provide facilities for use are following.

## 9.2 Charges

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**DISCOUNT PRICING PLANS****10.1 TPP Volume Discount Plan (TVP)**

TPP Volume Discount Plan (TVP) is a discount pricing plan available to all Frame Relay Service arrangements purchased pursuant to Paragraph 8 and ATM Service arrangements purchased pursuant to Paragraph 7. TVP applies as follows:

- (1) Customer is required to submit a Confirmation of Service Order to Company specifying it wishes to participate in TVP and identify desired Volume Commitment Level;
- (2) New Frame Relay or ATM Services ordered under a two (2), three (3) or five (5)<sup>/1/</sup> year TPP will qualify for the TVP discounts;
- (3) Existing Frame Relay or ATM Services that are converted to new two (2), three (3) or five (5)<sup>/1/</sup> year TPPs greater than or equal in length to the remaining portion of their current period qualify for TVP;
- (4) TVP discounts apply to monthly recurring charges for Frame Relay or ATM Ports, PVCs or Port and Access combinations. TVP discounts will be in addition to any discounts received under Term Pricing Plans. PVCs will receive TVP discounts but will not contribute to the Volume Commitment Levels described below;

**10.1.1 Volume Discount Levels**

Each Frame Relay or ATM Port Only or Port and Access combination that meets the conditions set forth in Paragraph 10.1 above will count toward the Volume Commitment Levels. Each Frame Relay or ATM Port Only or Port and Access combination is equivalent to one Service arrangement.

Services converted to the Out of Term rates and Services purchased under a one (1) year TPP will not contribute to the Volume Commitment Level.

Customers may increase their volume discount level at any time during the TPP period. To receive the increased discount, Customer must sign a new two (2), three (3) or five (5)<sup>/1/</sup> year TPP for all Services to be included in discount and submit a new Confirmation of Service Order indicating their desire to increase their Volume Commitment Level.

Paragraph 10.1 preceding applies to all Frame Relay and ATM Service arrangements used to increase the Volume Commitment Level.

/1/ Effective March 19, 2010, 5 Year terms are not available to new customers.

**DISCOUNT PRICING PLANS (Cont'd)**

## 10.1 TPP Volume Discount Plan (TVP) (Cont'd)

## 10.1.2 TVP Discounts

<u>Number of Frame and ATM Service Arrangements<sup>/1/</sup></u>	<u>24, 36 or 60<sup>/2/</sup> Month TPP</u>
10-49	5%
50-99	7%
100-199	9%
200-299	11%
300+	13%
<u>Number of ATM Service Arrangements<sup>/3/</sup></u>	<u>24, 36 or 60<sup>/2/</sup> Month TPP</u>
5-14	5%
15-24	7%
25-49	9%
50+	12%

## 10.1.3 Annual Review

Company will verify that Customer is maintaining its Volume Commitment Level annually on anniversary date of TVP agreement. Customer must maintain service quantities equal to or greater than their minimum volume commitment to remain eligible for the discount. If Customer drops below their committed volume level, Company will downgrade Customer to the appropriate volume discount level for which they qualify. If Customer's volume level drops below the minimum Volume Commitment Level TVP will no longer apply.

/1/ This category applies to Frame only or any combination of Frame and ATM Service arrangements.

/2/ Effective March 19, 2010, 5 Year terms are not available to new customers.

/3/ This category applies to ATM Service arrangements only.