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**DATA PRODUCT REFERENCE AND PRICING GUIDEBOOK**

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**SECTION 7 – INTERSTATE MISCELLANEOUS CHARGES**

7.4 Federal Universal Service Fee

Company is required by the Federal Communications Commission (FCC) to contribute to the Federal Universal Service Fund (FUSF) to preserve and advance universal telecommunications services. The FCC sets the rate that Company is required to contribute, and the FCC can increase or decrease the rate on a quarterly basis. The FCC permits Company to assess a monthly surcharge for recovery of contributions paid by Company to FUSF and Company does assess such a charge. Company reserves the right to change the amount of the assessment based on changes made to the FUSF rate by the FCC.

7.5 Federal Regulatory Fee

Services provided pursuant to this Guidebook are subject to an un-discountable monthly Federal Regulatory Fee which will enable the Company to recover some of the costs associated with telecommunications relay services and federal regulatory compliance items. This fee applies to Business Customers only and they will be assessed a monthly charge equal to a percentage of their total net interstate charges, after application of all applicable discounts and credits. This Federal Regulatory Fee is neither contributory to nor eligible to receive discounts, nor is it eligible to contribute to meeting minimum monthly or annual requirements. A Business Customer will not be required to pay this Federal Regulatory Fee if it demonstrates to the Company's reasonable satisfaction that they are acquiring the Company's Service for resale, i.e. not for their own internal use. The monthly charge is 4.80%. (I)

7.6 Special Construction Charges

Special Construction will be provided or arranged where requested, at a separate cost and in accordance with the terms and conditions of the applicable tariff or pricing schedule of the local exchange carrier in the applicable service area.

7.7 Telecommunications Service Priority (TSP) System

The provisioning and restoration of Services will be in accordance with the priority system specified in Part 64, Appendix A of the rules and regulations of the Federal Communications Commission.

The TSP System is a service that provides for the priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The TSP system applies only to NSEP services that can be discreetly identified and provides the Company with a guide to the sequence in which services are to be provisioned and/or restored.

The Executive Office of the President is empowered with the authority to receive, evaluate and process requests for NSEP TSP services. The Executive Office of the President, through the Office of Priority Telecommunications (OPT) as its administrative branch, makes the priority level assignments and issues the TSP authorization code reflecting the priority assignments associated with the Customer's request. The Customer initiates the request for TSP service from the OPT. The Customer then provides the TSP authorization code, in addition to all other details necessary to complete the order, and submits it to the Company for appropriate action.

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7.8 PremierSERV<sup>SM</sup> Frame Relay Service and PremierSERV<sup>SM</sup> ATM Miscellaneous Service Rates and Charges

**AVAILABILITY**

Effective January 14, 2011, PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) defined in Section 5.2, Section 6.2, Section 6.6, Section 6.7, and Section 7.8 through Section 7.10 of this Tariff will no longer be available to new Customers. Existing term plan Customers may add, move, remove or change lines and/or locations for the duration of their current term plan agreement. The Company will support one extension of an existing contract past its current term for twelve (12) months, provided the extension is signed on or before December 31, 2012. Existing customers who do not extend an existing contract will continue with this service on a month-to-month basis until December 31, 2014.

| Product/Service  | NRC  |
|--|--|
| Order Expedite Charges   | See Section 7.8.1 of this Guidebook  |
| Service Order Change Charge (applies to Configuration Change, PVC Change, Port Change) | \$50.00  |
| Service Order Cancellation   | \$250.00   |
| Labor – Regular Hours  | \$100/hour, billed by ¼ hour, ½ hour minimum   |
| Labor – After Hours  | \$125/hour, billed by ¼ hour, ½ hour minimum   |
| Construction   | ICB  |
| Move Charges   | See below  |
| Moves within a building  | Moves within the same building will incur a charge equal to one-half (1/2) of the nonrecurring charges that are associated with the shortest term available, and all associated special construction and material charges for the service. |
| Moves to a different building  | Moves to a different building will incur a charge equal to the nonrecurring charges that are associated with the shortest term available, and all associated special construction and material charges for the service.                    |

\*The rates in this chart apply to Disaster Recovery Testing as set forth in this Guidebook.

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7.8 PremierSERV<sup>SM</sup> Frame Relay Service and PremierSERV<sup>SM</sup> ATM Miscellaneous Service Rates and Charges (continued)

7.8.1 Order Expedite Charges for PremierSERV<sup>SM</sup> Frame Relay and/or PremierSERV<sup>SM</sup> ATM

| <b>Product/Service</b>  | <b>NRC</b>    |
|---|---------------|
| 0-4 day interval expedites  | Not Available |
| Order expedites per Port and Access and all associated PVCs DS3 with 5 day interval                                   | \$4,500.00    |
| Order expedites per Port and Access and all associated PVCs DS3 with 6 day interval                                   | \$4,000.00    |
| Order expedites per Port and Access and all associated PVCs DS3 with 7 day interval                                   | \$3,500.00    |
| Order expedites per Port and Access and all associated PVCs DS3 with 8 day interval                                   | \$3,000.00    |
| Order expedites per Port and Access and all associated PVCs DS3 with 9 day interval                                   | \$2,500.00    |
| Order expedites per Port and Access and all associated PVCs DS3 with 10 day interval                                  | \$2,000.00    |
| Order expedites per Port and Access and all associated PVCs DS3 with 11 day interval                                  | \$1,500.00    |
| Order expedites per Port and Access and all associated PVCs DS3 with 12 day interval                                  | \$725.00      |
| Order expedites per Port and Access and all associated PVCs DS1/DS0 with 5 day interval                               | \$2,500.00    |
| Order expedites per Port and Access and all associated PVCs DS1/DS0 with 6 day interval                               | \$2,000.00    |
| Order expedites per Port and Access and all associated PVCs DS1/DS0 with 7 day interval                               | \$1,500.00    |
| Order expedites per Port and Access and all associated PVCs DS1/DS0 with 8 day interval                               | \$675.00      |
| Order expedites per Port and Access and all associated PVCs DS1 over an 8 day interval and DS3 over a 12 day interval | \$500.00      |
| Order Expedite per Port & Access and All Associated PVCs  | \$500.00      |
| Order Expedite per Port-Only and Associated PVCs  | \$250.00      |
| Order Expedite for PVCs Only (all PVCs associated with one order)   | \$250.00      |

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7.9 PremierSERV<sup>SM</sup> Frame Relay Service and PremierSERV<sup>SM</sup> ATM Service Order Cancellation Charge

**AVAILABILITY**

Effective January 14, 2011, PremierSERV<sup>SM</sup> Frame Relay Service (NFR) and PremierSERV<sup>SM</sup> ATM Service (NATM) defined in Section 5.2, Section 6.2, Section 6.6, Section 6.7, and Section 7.8 through Section 7.10 of this Tariff will no longer be available to new Customers. Existing term plan Customers may add, move, remove or change lines and/or locations for the duration of their current term plan agreement. The Company will support one extension of an existing contract past its current term for twelve (12) months, provided the extension is signed on or before December 31, 2012. Existing customers who do not extend an existing contract will continue with this service on a month-to-month basis until December 31, 2014.

If Customer cancels an order for Service more than three (3) days after due date has been communicated and before Service is available for use, a Service Order Cancellation Charge (“Cancellation Charge”) applies. The Cancellation Charge is listed in the Chart in Section 7.8 of this Guidebook. This Cancellation Charge will apply per Service Order. For Service Orders cancelled three (3) or fewer business days before the Service due date, the request will be treated as a disconnect, and will include applicable termination charges.

7.10 PremierSERV<sup>SM</sup> Frame Relay Service and PremierSERV<sup>SM</sup> ATM Service Order Change Charge (SOCC)

7.10.1 General

The SOCC may apply to Service that has been ordered but not installed and accepted by Customer and to Service that has been ordered and installed and accepted by Customer. Customer will be notified whether the SOCC will apply. The SOCC is listed in the chart in Section 7.8 of this Guidebook.

7.10.2 Change in Service Before Installation and Acceptance by Customer

(A) If made at least three (3) business days before Service due date, no charge applies for a Customer’s request to change Service, if re-engineering is not required. For example, no charge applies in a Service Order made to change the length of a term plan or for administrative purposes such as a change of name or change in billing address, contact name, or contact telephone number.

(B) Unless otherwise indicated in this Guidebook, the SOCC applies when Services are re-engineered. Examples of change which require re-engineering include by are not limited to:

- .1 Changes in serving Wire Center, Port speed, Port type, transmission speed.
- .2 Customer requests a change of location or address in one or both of the original endpoints before installation and acceptance of Service.

(C) Service Due Date Extension

Requests to extend a Service due date will not incur an SOCC, but must be placed at least three (3) business days before the scheduled Service due date. Requests to extend a due date will be limited to a maximum of thirty (30) calendar days. If a due date is more than thirty (30) calendar days beyond the originally scheduled Service due date is required, the Service Order will be cancelled and a new order for Service must be placed.

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