

OPT-E-MAN® SERVICE**A. General Description**

OPT-E-MAN® Service is an optically switched data service which allows for versatile scalability and flexibility over an Ethernet network provided by the Company. OPT-E-MAN Service allows businesses to interconnect customer locations within a Metropolitan Area Network (MAN) as if they were segments on the same LAN using packet-based switching technologies. Connections at the customer premises are made using Native Ethernet interfaces and traverse the MAN over fiber and/or copper facilities (at the Company's discretion). OPT-E-MAN Service provides dedicated bandwidth from 2 Mbps up to 1 Gbps.

Customers connect to OPT-E-MAN Service via one of the following standard connections, as requested by the customer:

- 10/100BaseT (100 Mbps)
- Gigabit Ethernet (1000BaseSX, 1000BaseLX/LH or 1000BaseZX)^{/1/}

Customers may connect any two or more locations together when utilizing a point-to-point or point-to-multipoint configuration, and a minimum of three or more locations when utilizing a multipoint-to-multipoint configuration^{/2/}, as long as they are in the same LATA or MAN and the service is available.

OPT-E-MAN Service includes the connection from the customer's premise to the Ethernet network, a port on the Ethernet network, a Committed Information Rate (CIR), and Ethernet Virtual Connections (EVCs). Ethernet Virtual Connections (EVCs) are logical connections that establish a logical path for customer traffic between two customer locations. A portion of the CIR is assigned to each EVC to establish how much bandwidth each path should have.

OPT-E-MAN is provided under several service configurations:

- | | |
|------------|--|
| Basic | The OPT-E-MAN Basic service configuration provides the customer a switched, logical point-to-point or point-to-multipoint connection between customer locations, using a physical connection to the network, and virtual connections through the OPT-E-MAN network. |
| Basic Plus | The OPT-E-MAN Basic Plus service configuration provides the customer a switched, logical point-to-point, point-to-multipoint or multipoint-to-multipoint connection between customer locations, using a physical connection to the network, and virtual connections through the OPT-E-MAN network. |

/1/ CIR is inclusive of allowances for overhead within the Ethernet network. If a customer orders 1 Gbps of CIR on a single port, the Company reserves the right to use up to 10% of the bandwidth for traffic management.

/2/ This provisioning requirement will only apply to new service installed after November 29, 2006.

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OPT-E-MAN® SERVICE (cont'd)**A. General Description (cont'd)**

Service configurations include a choice of one of three underlying Grades of Service: Best Effort, Bronze and Silver. Each Grade of Service offers a different level of service performance. The following describes the service parameters for each Grade of Service.

Best Effort This Grade of Service supports non-critical data applications with more tolerance for delay and/or those that are lower in priority (i.e. LAN traffic). There are no service performance parameters associated with this Grade of Service.

Bronze The applications best suited for this Grade of Service are general data applications with more tolerance for delay and/or those that are lower in priority. This Grade of Service is the appropriate selection for general data traffic since it tolerates bursty and time-varying traffic. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR) and Latency.

Packet Delivery Rate is at least 99.5% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached.

Latency is limited to a delay across a connection of no more than 27 ms (54 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less.

Silver This Grade of Service supports applications that require minimal loss and low latency variation (jitter). Data in this Grade of Service will be provisioned in a priority queue indicating that it is delay sensitive. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR), Latency and Jitter.

Packet Delivery Rate is at least 99.9% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached.

Latency is limited to a delay across a connection of no more than 18 ms (36 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less.

Jitter is limited to less than 12 ms one-way end-to-end within the Company's network.

OPT-E-MAN® SERVICE (cont'd)**B. Regulations**

In addition to the regulations contained in this guidebook, the following regulations apply to this service:

1. This service is available to customers in those LATAs served by and within the service territories of the Company only.
2. OPT-E-MAN Service is provided at the option of the Company where equipment and facilities permit. If appropriate facilities are not available, Special Construction charges may apply.
3. The customer provided equipment (CPE) must deliver the data signal for the OPT-E-MAN transport within the industry specification for the subscribed data service. See paragraph D. – *Technical Specifications Packages*.
4. OPT-E-MAN Service supports full duplex communication.
5. OPT-E-MAN Service does not allow for oversubscription. The sum total of the Usage assigned to EVCs are mapped to a single port, and cannot exceed the ordered CIR.
6. If a customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a limit of 100 MAC addresses total per port. See *Rates and Charges* following.
7. If a customer desires service from a Serving Wire Center that is not equipped to provide OPT-E-MAN Service, additional charges may apply for use of a Repeater. A network engineering study will need to be completed to ensure adequate service provisioning is capable. See *Rates and Charges* following.
8. For Basic Service, a total of 8 Ethernet Virtual Connections (EVCs) may be configured per 10/100BaseT connection, and a total of 64 EVCs may be configured per 1 Gbps connection. For Basic Plus Service, a total of 7 EVCs may be configured per 10/100BaseT connection, and a total of 63 EVCs may be configured per 1 Gbps connection. Should the customer request more than 64 EVCs on a Basic Service 1 Gbps connection or more than 63 EVCs on a Basic Plus Service 1 Gbps connection, a technical review will need to be conducted to determine whether the network will support more EVCs.
9. If a customer desires that service be provided on a due date less than the standard interval, the customer may request that service be provided on an expedited basis. If the Company determines that service can be provided on the requested expedited date and spare facilities are available, the Expedite Order Charge (per port, per location) will apply. See *Rates and Charges* below.
10. If the customer cancels service prior to installation being completed, a Service Order Cancellation Charge (per port, per location) will apply. See *Rates and Charges* below. The customer's intent to cancel service must be made in writing.
11. The CIR selected by the customer must be committed to for a 30 day period before an increase in CIR can be requested.

OPT-E-MAN® SERVICE (cont'd)**B. Regulations (cont'd)**

12. OPT-E-MAN Service may be available in a meet-point billing arrangement involving another Independent Local Exchange Carrier (ILEC) (sometimes also referred to as Independent Company or ICO), where suitable facilities exist and where appropriate procedures for such arrangements have been put in place between the Company and the other ILEC. When the Company and another ILEC jointly provision OPT-E-MAN Service with the other ILEC's service, the ILEC involved shall bill the customer at that ILEC's applicable rates for their portion of the service located in their operating territory. Ordering and provisioning procedures may vary, and therefore Meet-Point rate elements and charges may not be applicable, when the other ILEC involved in the Meet-Point arrangement is an AT&T ILEC.
13. A Letter of Authorization (LOA) will need to be established if customers want to purchase a logical connection via an Ethernet Virtual Connection (EVC) to another customer in order to ensure security and accuracy in the connection.

14. Allowance for Interruption

In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of 10/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates.

The Company's failure to provide or maintain services under this guidebook shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

OPT-E-MAN® SERVICE (cont'd)**B. Regulations (cont'd)**

15. Service Level Agreements (SLAs) are offered with this service for the Bronze and Silver Grades of Service, and provide customers with end-to-end performance backed by service credits if minimum quality standards are not met by the Company.

Network Availability

- Network Availability of 99.95% per month, including the local loop, is provided by the Company. This equates to less than 21.6 minutes of downtime per month (based on a 30-day month), excluding maintenance windows and other appropriate exclusions (see Exclusions following). Network Availability is calculated as the percentage of time that the OPT-E-MAN network is capable of accepting and delivering customer data to the total time in the measurement period. The calculation for Network Availability for a given calendar month is as follows:

Network Availability =

[24 hours x days in month x 60 minutes x number of customer sites] – network outage
time (measured in minutes)

[24 hours x days in month x 60 minutes x number of customer sites]

- As noted in the above formula, all ports included in a customer's network are utilized in calculating *Network Availability*.
 - The customer is responsible for (1) notifying the Company within 45 days after the end of the month when the service parameter falls below the committed level, and (2) requesting a service credit.
 - Upon verification by the Company that the actual service performance for that parameter was less than the committed level, the customer will be provided a service credit equal to 10% of the monthly recurring charge for that service parameter for all affected ports.
16. Grade of Service SLAs are provided for OPT-E-MAN Service for the Bronze and Silver Grades of Service. If the Company fails to meet service parameters defined for the Bronze or Silver Grades of Service, service credits will be offered to the customer given certain conditions are met:
- The customer is responsible for (1) notifying the Company within 45 days after the end of the month when the service parameter falls below (or above) the committed level, and (2) requesting a service credit.
 - Upon notification by the customer that the actual service performance for that parameter was less than the committed level, the Company has 30 days to correct the problem.
 - If after 30 days, the service performance for that parameter is still less than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for that service parameter for all affected ports for the month in which the service parameters fell below (or above) the committed level.
 - Packet Delivery Rate, Latency and Jitter calculations will be measured only when the OPT-E-MAN network is available.

OPT-E-MAN® SERVICE (cont'd)**B. Regulations (cont'd)****17. Exclusions (Service Level Agreements and Grade of Service credits)**

The Company will be excluded from providing Service Level Agreements credits and Grade of Service credits for the Bronze and Silver Grades of Service should any of the following conditions occur:

- Force major events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes. Loss or damage resulting from any cause beyond the Company's reasonable control such as acts of war, civil disturbances, acts of civil or military authorities or public enemy.
- All SLAs are offered across the Company's network. The failure of any components beyond the local facility including the Network Interface (NI), are excluded from the SLA calculation.
- Data loss during the Company's scheduled maintenance window.
- Data exceeding subscribed Usage.
- Failures attributed to facilities or equipment provided by customer or its contractors, equipment vendors, another local exchange carrier or inter-exchange carrier.
- Any type of Customer Network Management functionality is not included in SLAs.

18. For Basic and Basic Plus point-to-point and point-to-multipoint service, the Company will use controls to limit the amount of broadcast traffic to protect the OPT-E-MAN network against broadcast storms. The maximum throughput of broadcast traffic will be set at 10 Mbps per customer port. Packets dropped by traffic controls will be excluded from SLA calculations. The Company recommends that customers enable controls for broadcast traffic within the customer network(s).^{/1/}

19. For Basic Plus multipoint-to-multipoint service, the Company will use controls to limit the amount of multicast and broadcast traffic to protect the OPT-E-MAN network against traffic storms. The maximum throughput of multicast traffic will be set at 1 Mbps per customer port, while the maximum throughput of broadcast traffic will be set at 200 packets per second per port. Packets dropped by traffic controls will be excluded from SLA calculations. The Company recommends that customers enable controls for multicast, broadcast and unknown unicast traffic within the customer network(s).

20. Data exiting the network through the customer ports are excluded from SLA calculations to the extent that it exceeds the CIR for those ports.

21. The responsibility of the Company shall be limited to furnishing the OPT-E-MAN network. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by CPE or for the quality of, or defects in, such transmission or the rejection of signals by CPE. The Company shall not be responsible for installation, operations, maintenance or adapting OPT-E-MAN to the technological requirements of specific CPE. In addition, the Company shall not be responsible to the customer if changes in any of the equipment, operations or procedures of the Company used in the provisioning of OPT-E-MAN render any facilities provided by the customer obsolete; or require modification or alteration of such equipment or system; or otherwise affect its use or performance, provided the Company has met all applicable information disclosure requirements otherwise required by law.

/1/ This provisioning requirement will only apply to new service installed after May 1, 2007.

OPT-E-MAN® SERVICE (cont'd)**B. Regulations (cont'd)**

22. Customers will be permitted to move from a 10/100BaseT to a Gigabit Ethernet interface option where facilities and equipment permit (staying within the Basic or Basic Plus Connection, or moving from the Basic to the Basic Plus Connection), however, the Nonrecurring Charge associated with the new Gigabit Ethernet Connection will apply. However, should a customer simply wish to move from Basic to Basic Plus (without any change to the interface option; for example, retaining the 10/100BaseT interface), only the Service Order Change Charge will apply. See *Rates and Charges* following.

23. The aggregate assigned Committed Information Rate (CIR) across all Ethernet Virtual Connections (EVCs) between any two customer connections cannot exceed 600 Mbps per Basic or Basic Plus connection.^{/1/}

The aggregate assigned Committed Information Rate (CIR) across all ICO trunk connections (EVCs) between any two customer connections utilizing a meet-point GigE ICO Trunk Arrangement between the Company and an ILEC (ICO) cannot exceed 600 Mbps per Basic or Basic Plus connection.^{/2/}

/1/ This provisioning requirement will only apply to new service installed after November 29, 2006.

/2/ This provisioning requirement will only apply to new service installed after March 31, 2009.

OPT-E-MAN® SERVICE (cont'd)**C. Definitions**Jitter

Jitter is the delay that occurs between 2 packets or Ethernet frames that are traversing the network. Jitter is calculated as the delay variance of the packets transported across the network or the delta of delay between two consecutive packets. It is measured between two endpoints, and will consist of measuring the time between a set of packets. Jitter is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the customer ports are attached when the OPT-E-MAN network is available.

Latency

Latency is the amount of time necessary for a typical frame to traverse the network. Latency is calculated as the measurement of time taken for a customer frame to go from one end of the network (origination point) to the other end (termination point). The measurement will consist of measuring the time it takes to "ping" or travel from the origination to termination ports for the connection in question. Latency is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the customer ports are attached when the OPT-E-MAN network is available.

Media Access Control (MAC) Addresses

Denotes a data link layer protocol used for Layer 2 connectivity.

Packet Delivery Rate (PDR)

Packet Delivery Rate (PDR) is a measurement of the actual amount of useful and non-redundant information that is transmitted or processed from end-to-end across the network. It is a function of bandwidth, error performance, congestion and other factors. PDR is expressed as a percentage of Ethernet frames offered to the network that successfully traverse the network, end-to-end, within the CIR, and within a 30 day period. PDR is calculated as the total number of effective Ethernet frames, per port, that successfully traverse the network divided by the total number of effective Ethernet frames, per port, offered to the network within a 30 day period. Those frames that violate the maximum range will be excluded from the calculation. PDR is measured by averaging sample measurements taken during a 30 day period from network terminating equipment to network terminating equipment to which the customer ports are attached when the OPT-E-MAN network is available.

D. Technical Specifications Packages

The customer interface to OPT-E-MAN Service is as specified in:

<u>Subject</u>	<u>Technical Reference</u>
Ethernet Standards	SBC TP-76412-000
Network Equipment Design Requirements	SBC TP-76200MP

These publications may be obtained from:

APEx Support Team
(734) 523-7348

OPT-E-MAN® SERVICE (cont'd)**E. Service Components**

There are two standard (or required) rate elements which apply for OPT-E-MAN Service: Connection and Committed Information Rate (CIR).

Connection

Provides for the physical connection between the customer's premise and the serving wire center. This is comprised of a transport component, interface component and a port connection component. Several interface protocols are available: 10/100BaseT and Gigabit Ethernet (1000BaseSX, 1000BaseLX/LH or 1000BaseZX).

Committed Information Rate (CIR)

CIR provides a committed level of transmission (or bandwidth) to the Connection. The customer can select a CIR from 2 Mbps to 1 Gbps per connection. The CIR is shared among one or more Ethernet Virtual Connections (EVCs), which provide a logical point-to-point connection between two customer locations.

In addition, there are *optional* rate elements which may apply to OPT-E-MAN, depending on the customer's configuration.

Repeater

For those customers who are located outside normal transmission parameters, or who are served by a Serving Wire Center that is not equipped for OPT-E-MAN Service, service can be provided using a repeater. An engineering study will be completed to ensure transmission parameters can be met using a repeater, and the Company will determine when Repeaters are necessary. Additional charges will apply. Provisioning of OPT-E-MAN Service is subject to the availability and operational limitations of the equipment and associated facilities.

Ethernet Virtual Connections (EVC)

An Ethernet Virtual Connection is a logical point-to-point connection between two customer locations, and goes from the customer demarcation point at one location through the OPT-E-MAN network to terminate at the demarcation point at the second customer location. When multiple EVCs are provisioned, the customer must designate the portion of the CIR assigned to each EVC. For point-to-point and point-to-multipoint connections, EVCs can be set in 1 Mbps increments from 2 Mbps to 600 Mbps^{/1/}. For multipoint-to-multipoint connections, EVCs can be set in 1 Mbps increments from 2 Mbps to 1 Gbps.

If a customer purchases the Silver Grade of Service for CIR, the initial EVC will be prioritized as Silver. Additional EVCs can be prioritized as Silver, Bronze or Best Effort.

If a customer purchases the Bronze Grade of Service for CIR, additional EVCs cannot be prioritized as Silver, but only as Bronze or Best Effort.

If a customer purchases the Best Effort Grade of Service for CIR, additional EVCs can only be prioritized as Best Effort.

/1/ This provisioning requirement will only apply to new service installed after November 29, 2006.

OPT-E-MAN® SERVICE (cont'd)**E. Service Components (cont'd)**

In addition, there are *optional* rate elements which may apply to OPT-E-MAN, depending on the customer's configuration. (cont'd)

Additional MAC Addresses

If a customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a limit of 100 MAC addresses total per port.

Meet-Point Billing Options

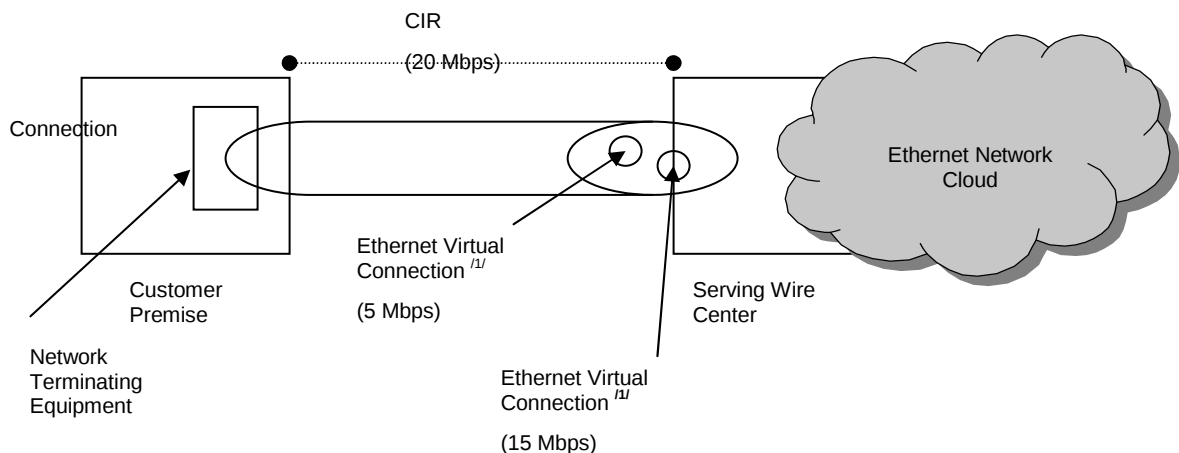
Meet-Point is available in two configurations:

Direct LEC Connection is provisioned using a standard OPT-E-MAN Basic or Basic Plus Connection and associated CIR, plus Mileage. The mileage is measured in airline miles from the OPT-E-MAN switch location to the ILEC (ICO) meet-point location.

GigE ICO Trunking Arrangement applies an ICO Trunk Connection Charge between the OPT-E-MAN switch location and the ICO meet-point location that is shared with the ILEC (ICO) Ethernet switch. The ICO Trunk Connection Charge is applied to each customer Ethernet Virtual Connection (EVC) that is transported on the GigE trunk backbone to the ICO meet-point. The ICO Trunk Mileage charge is applicable to each customer Ethernet Virtual Connection (EVC) transported across the GigE trunk when mileage exceeds 10 miles. Mileage is calculated from the OPT-E-MAN switch location to the ICO meet-point location.

F. Service Configurations

The following diagram describes a standard service configuration:



/1/ Ethernet Virtual Connections are used to establish a path for certain traffic between two customer locations, and do not have a charge associated with them. Each EVC must have a portion of the Committed Information Rate (CIR) service element assigned to it.

OPT-E-MAN® SERVICE (cont'd)**G. Rates and Charges**

There are two types of rates and charges for OPT-E-MAN Service: Nonrecurring Charges and Recurring Charges.

Nonrecurring Charges are one-time charges that apply for specific work activity related to the provisioning of OPT-E-MAN Service.

Recurring Charges are flat recurring rates that apply each month or fraction thereof that the service is provided. Recurring rates may be applied only over a 12-, 24-, 36-, or 60-month^{/2/} period under the terms and conditions of the Term Pricing Plan (TPP), described in H. following. Upon completion of a TPP, a customer's service will automatically convert to the Monthly Extension rates unless the customer requests a new TPP. No customer shall purchase OPT-E-MAN Service on a month-to-month basis prior to the completion of a TPP.

<u>Description</u>	Nonrecurring <u>Charge</u> ^{/1/}	12 <u>Months</u>	Monthly Payment <i>Term Payment Plans</i>			60 ^{/2/} <u>Months</u>	Monthly <u>Extension</u>
			24 <u>Months</u>	36 <u>Months</u>			
<i>Standard Charges</i>							
Connection, each customer location							
Basic Service							
10/100BaseT	\$1,925.00	\$780.00	\$750.00	\$650.00	\$575.00	\$925.00	
Gigabit Ethernet	2,100.00	1,200.00	1,150.00	1,000.00	850.00	1,400.00	
Basic Plus Service							
10/100BaseT	1,925.00	780.00	750.00	650.00	575.00	925.00	
Gigabit Ethernet	2,100.00	1,200.00	1,150.00	1,000.00	850.00	1,400.00	

/1/ Nonrecurring charges will be waived for those customers selecting the 24-, 36- or 60-month^{/2/} Term Payment Plan (TPP) period for new service.

/2/ Effective November 15, 2013, customers may not establish new term plans greater than 36 months for OPT-E-MAN Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

OPT-E-MAN® SERVICE (cont'd)**G. Rates and Charges (cont'd)**

<u>Description</u>	Nonrecurring <u>Charge</u> ^{1/}	Monthly Price <i>Grade of Service</i>		
		<u>Best Effort</u>	<u>Bronze</u>	<u>Silver</u>
<i>Standard Charges (cont'd)</i>				
Committed Information Rate (CIR) (Mbps)				
- per port				
2	\$75.00	\$255.00	\$300.00	\$500.00
4	75.00	295.00	350.00	550.00
5	75.00	N/A	450.00	650.00
8	75.00	465.00	550.00	750.00
10	75.00	N/A	650.00	850.00
20	75.00	N/A	900.00	1,100.00
50	75.00	N/A	1,025.00	1,225.00
100	75.00	N/A	1,200.00	1,400.00
150	75.00	N/A	1,375.00	1,775.00
250	75.00	N/A	1,575.00	1,975.00
500	75.00	N/A	1,900.00	2,300.00
600	75.00	N/A	2,225.00	2,625.00
1000	75.00	N/A	2,575.00	2,975.00

Optional Charges

Ethernet Virtual Connection (EVC) ^{/3/}				
- per connection	0.00	0.00	0.00	0.00

<u>Description</u>	<u>Nonrecurring Charge^{/1/}</u>	<u>Monthly Payment Term Payment Plans</u>				<u>Monthly Extension</u>
		<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60^{/2/} Months</u>	
Repeater, each	\$250.00	\$400.00	\$375.00	\$325.00	\$300.00	\$475.00

/1/ Nonrecurring charges will be waived for those customers selecting the 24-, 36- or 60-month^{/2/} Term Payment Plan (TPP) period for new service.

/2/ Effective November 15, 2013, customers may not establish new term plans greater than 36 months for OPT-E-MAN Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

/3/ Ethernet Virtual Connections (EVCs) are required for provisioning purpose only, and as such will not have a charge associated with them.

OPT-E-MAN® SERVICE (cont'd)**G. Rates and Charges (cont'd)**

<u>Description</u>	<u>Nonrecurring Charge</u>	<u>Monthly Price</u>
<i>Optional Charges (cont'd)</i>		
Additional MAC Addresses ^{/1/}		
- 51-100 MAC addresses	\$70.00	\$5.00
Service Order Cancellation		
- per location	200.00	--
Expedite Order Charge		
- per location	300.00	--
Service Order Change Charge		
- applies to CIR Changes, EVC Changes and Configuration Changes, per location	75.00	--

/1/ Nonrecurring charges will be waived for those customers selecting the 24-, 36- or 60-month^{/2/} Term Payment Plan (TPP) period for new service.

/2/ Effective November 15, 2013, customers may not establish new term plans greater than 36 months for OPT-E-MAN Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

OPT-E-MAN® SERVICE (cont'd)**G. Rates and Charges (cont'd)**

<u>Description</u>	<u>Nonrecurring Charge</u>	<u>Monthly Price</u>
<i>Optional Charges (cont'd)</i>		
Meet-Point Billing Options		
- Direct LEC Connection, Mileage		
Above 0 and inclusive of 10 miles	\$1,200.00	\$500.00
Above 10 and inclusive of 25 miles	1,200.00	1,000.00
Above 25 and inclusive of 35 miles	1,200.00	1,500.00
Above 35 and inclusive of 50 miles	1,200.00	2,500.00

<u>Description</u>	<u>Nonrecurring Charge</u> ^{/1/}	<u>Monthly Payment Term Payment Plans</u>				<u>Monthly Extension</u>
		<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60^{/2/} Months</u>	
- GigE ICO Trunking Arrangement						
ICO Trunk Connection Charge, per EVC						
2 Mbps	\$300.00	\$340.00	\$290.00	\$250.00	\$220.00	\$400.00
4 Mbps	345.00	380.00	330.00	285.00	250.00	440.00
5 Mbps	400.00	430.00	370.00	315.00	270.00	500.00
8 Mbps	460.00	490.00	420.00	360.00	310.00	570.00
10 Mbps	525.00	570.00	490.00	420.00	360.00	660.00
20 Mbps	600.00	670.00	580.00	504.00	430.00	780.00
50 Mbps	700.00	840.00	730.00	630.00	540.00	970.00
100 Mbps	800.00	1,120.00	970.00	840.00	720.00	1,290.00
150 Mbps	925.00	1,670.00	1,450.00	1,260.00	1,080.00	1,930.00
250 Mbps	1,100.00	2,160.00	1,870.00	1,620.00	1,380.00	2,490.00
500 Mbps	1,100.00	4,640.00	4,030.00	3,500.00	2,980.00	5,340.00
600 Mbps	1,100.00	5,560.00	4,830.00	4,200.00	3,570.00	6,400.00
1 Gbps	1,100.00	6,390.00	5,500.00	4,830.00	4,100.00	7,360.00

/1/ Nonrecurring charges will be waived for those customers selecting the 24, 36, or 60 month^{/2/} Term Payment Plan (TPP) period for new service.

/2/ Effective November 15, 2013, customers may not establish new term plans greater than 36 months for OPT-E-MAN Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

OPT-E-MAN® SERVICE (cont'd)**G. Rates and Charges (cont'd)**

<u>Description</u>	<u>Monthly Price</u>
<i>Optional Charges (cont'd)</i>	
Meet-Point Billing Options (cont'd)	
- GigE ICO Trunking Arrangement (cont'd)	
ICO Trunk Mileage	
Above 0 and inclusive of 10 miles	N/A
Above 10 and inclusive of 25 miles	
2 Mbps to 20 Mbps	\$170.00
50 Mbps to 150 Mbps	375.00
250 Mbps to 1 Gbps	1,500.00
Above 25 and inclusive of 35 miles	
2 Mbps to 20 Mbps	270.00
50 Mbps to 150 Mbps	675.00
250 Mbps to 1 Gbps	1,750.00
Above 35 and inclusive of 50 miles	
2 Mbps to 20 Mbps	410.00
50 Mbps to 150 Mbps	1,100.00
250 Mbps to 1 Gbps	2,000.00

OPT-E-MAN® SERVICE (cont'd)**H. Term Pricing Plan**

1. The Term Pricing Plan provides the customer with rate stabilization and discounted rates. The Term Pricing Plan provides for one, two, three or five year^{/1/} rate stabilization. Decreases in Term monthly recurring rates will be passed on to customers who participate in a Term Pricing Plan.
2. Should the Company increase its rates during the Term Pricing Plan period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under the Term Pricing Plan.
3. The customer may choose to terminate an existing TPP before the end of the 12-, 24-, 36-, or 60-month^{/1/} period and negotiate a new 12-, 24-, 36-, or 60-month^{/1/} TPP only when the new TPP period is longer than the remaining period currently in effect. The new TPP must be based upon the rates that are currently in effect and available to all customers.
4. The customer must provide the Company with a written notice of intent to renew a TPP no later than 90 days prior to its expiration. If the customer elects not to renew the TPP, or does not notify the Company of the customer's intent to renew the TPP, the service will automatically be billed under the monthly extension rates in effect at the time that TPP expires. Subsequently, customers under the monthly extension rates may convert their existing service to either a 12-, 24-, 36-, or 60-month^{/1/} TPP. Nonrecurring charges will be waived at the time of conversion.
5. Any special construction charges incurred for services billed under a TPP will be applicable as provided for in Part 2, Section 5.
6. If the customer terminates the TPP agreement prior to the expiration of the 12-, 24-, 36-, or 60-month service term, the customer shall pay a termination charge. Payment of the termination charge does not release the customer from other previous amounts owed to the Company. In addition to any unpaid Special Construction or nonrecurring charges (excluding any waived charges), Termination Charges will be equal to:
 - Fifty percent (50%) of all recurring charges for the remaining months of the customer's term.
7. Customers may upgrade their CIR to a higher speed without incurring Termination Charges, depending on facilities used. The Company will determine whether such an upgrade is permissible based on the type of facilities currently used to provide the service. In addition, customers may upgrade their Grade of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

^{/1/} Effective November 15, 2013, customers may not establish new term plans greater than 36 months for OPT-E-MAN Service, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months.

OPT-E-MAN® SERVICE (cont'd)**H. Term Pricing Plan (cont'd)**

8. Customers may move their existing service to a new location without incurring Termination Charges provided all of the following conditions are met:
 - The customer maintains the existing TPP at the new location or establishes a new TPP equal to or greater than the old location;
 - During the TPP, a customer may move an OPT-E-MAN Service location to another premises in the same LATA and keep the TPP in force without assessment of Termination Charges, provided no lapse in billing occurs;
 - The customer's request for disconnect at the existing location and the request for service at the new location are received at the same time, and the customer's disconnect order for the existing service references the new connect order for the new service;
 - Moves of one location to a premise in a different serving office may result in a change in the monthly charges. Nonrecurring charges as appropriate are applicable.
 - If the customer moves more than one location of the service concurrently, the customer will be liable for Termination Charges, as this is considered a complete disconnect of the service.
9. For service installed after July 20, 2007, customers will be permitted to upgrade to a higher-speed service provided by the Company, without incurring Termination Charges, given all of the following conditions are met:
 - An upgrade is considered an increase in speed or capacity when comparing OPT-E-MAN Service to the new service.
 - The customer must issue a disconnect order for the existing OPT-E-MAN Service and place a service order for the new higher-speed service at the same locations such that there is no more than 90 days overlap in service. Termination Charges for OPT-E-MAN Service at the current locations will be waived.
 - The term of the new higher-speed service contract must be equal to or greater than the remaining time left on the existing OPT-E-MAN contract.
 - The existing OPT-E-MAN Service must have been in service for a minimum period of 15 months for a 3-year contract or 18 months for a 5-year contract.
 - For customers upgrading from OPT-E-MAN to Customized Switched Metro Ethernet (CSME) Service, the number of CSME locations must be greater than or equal to the current number of OPT-E-MAN locations.

OPT-E-MAN® SERVICE (cont'd)

H. Term Pricing Plan (cont'd)

10. Migration to AT&T Switched Ethernet ServiceSM

Customers subscribing to OPT-E-MAN Service may migrate to AT&T Switched Ethernet Service provided by the Company without incurring termination liability, subject to the following conditions: (C)

- The new AT&T Switched Ethernet Service and the existing OPT-E-MAN Service must be billed to the same customer of record at the same customer locations.
- The customer's existing service must have been in place for at least 12 months.
- The minimum term for the new service must be at least 12 months and must be equal to or greater than the number of months remaining in the customer's existing Term Payment Plan (TPP) term.
- The speed (capacity/bandwidth) of the new service must be equal to or greater than that of the existing service.
- The customer must issue a disconnect order for the replaced OPT-E-MAN Service to be effective within 90 days after the AT&T Switched Ethernet Service installation date. The disconnect and new orders must be coordinated through the Company.
- If overlapping service is required, the period will be limited to not more than 90 days and billing will apply to both services during the time both services are available.

(C)

SM AT&T Switched Ethernet Service is a service mark of AT&T Intellectual Property.

NON-EMERGENCY 311 SERVICE**A. General**

Non-Emergency 311 Service (NE 311) is a local telephone exchange communications service which allows telephone customers to reach non-emergency local government services by dialing an abbreviated telephone number, three-one-one (3-1-1). NE 311 traffic is routed over the public switched network to a call center designated by the NE 311 customer.

The FCC reserved the abbreviated telephone number 3-1-1 for non-emergency access to public services. NE 311 Service is an optional service which may be purchased by a local municipality, a council of governments, a communication district, or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service.

NE 311 Service is offered subject to the availability of facilities.

B. Regulations

1. A minimum service period of one month applies to this service.
2. Only calls originating within a NE 311 customer's area of jurisdiction (the "NE 311 Service Area") will be routed to a call center. Other customers will receive a recorded message that the call cannot be completed as dialed.
3. There can be only one NE 311 customer in each geographic area; NE 311 service areas may not overlap. This assures that NE 311 calls from a telephone line within a NE 311 service area can be routed to a unique NE 311 call center.
4. NE 311 is a local service. Each NE 311 call must route to a local telephone number. NE 311 calls are not permitted where local calling is restricted (e.g., prisons, or lines equipped with soft dial tone).
5. The Company's network will correctly route Telephone Text (TTY) calls to the appropriate NE 311 Call Center. The NE 311 customer is responsible for operating the appropriate customer premises to handle TTY calls.
6. The Company will route NE 311 calls originating from both end-users on the Company's local exchange network whether they purchase service directly from the Company or from another LEC reselling Company service. Otherwise, the Company is not responsible for establishing NE 311 Service for calls originating from other telecommunications providers.
7. NE 311 Service is provided solely for the benefit of the customer; the provision of such service shall not be interpreted, construed or regarded as being for the benefit of or creating any obligation toward or any right of action on behalf of, any third person or other legal entity.
8. The Company will make every effort to route NE 311 calls to the appropriate calling center, however the Company will not be held responsible for routing mistakes or errors.
9. NE 311 Service will not complete calls dialed using the 0-3-1-1 or 1-3-1-1 dialing pattern.
10. Provision and use of any 311 Service shall be consistent with PUC Substantive Rule 23.98.

NON-EMERGENCY 311 SERVICE (cont'd)**C. Application of Rates**

1. The nonrecurring charges associated with initial NE 311 Service establishment are specified in paragraph E.1. These are one-time charges which apply only when a customer establishes or modifies NE 311 Service.
2. The charges associated with ongoing basic service offering are monthly charges.
3. Customers may choose to be billed on an actual usage basis or using the Budget Billing Option as described in the following section.

D. Budget Billing Option.

To accommodate NE 311 customers' desire for billing stability, the usage charge defined in paragraph E.1, Recurring Charges, *Central Office (per central office equipped)* may be billed using the budget billing option, as defined below.

1. Budget billing customers are charged each month based on estimated average monthly usage.
2. For a new NE 311 customer, the average monthly usage will be estimated jointly by the customer and Company representative. The result will be rounded to the nearest 5000 calls. After six months actual usage is available, the estimate will be modified, as necessary. In addition, the Company reserves the right to negotiate changes to the budget billing estimated usage at any time.
3. After a NE 311 customer has received service for twelve months, the monthly usage estimate will be calculated based on the average actual usage over a recent 12-month period, rounded to the nearest 5000 calls.
4. Each year, the customer's actual usage charge will be calculated. To perform an account true-up described below:
 - If the customer has over-paid, the Company will credit the customer's account for the amount of over-payment. If the customer has under-paid, the customer may pay in full at that point or may elect to increase the budget billing amount for the next 12-month period.
5. If a customer who has selected the Budget Billing Option disconnects NE 311 Service, the actual usage will be calculated to perform an account true-up for the final NE 311 bill.
6. A nonrecurring charge applies when a customer implements the Budget Billing Option, as specified in paragraph E.2, *Budget Billing – Set-up (Nonrecurring)* below.

NON-EMERGENCY 311 SERVICE (cont'd)**E. Rates and Charges**

1. Basic Service

	<u>Rate</u>	<u>USOC</u>
Nonrecurring Charges		
NE 311 Service (per system)	\$4,000.00	3NE
NE 311 Central Office (per central office equipped)	245.00	NR93N
NE 311 Table Changes (per customer-requested change)	610.00	REAK1
Recurring Charges		
NE 311 Service System (per system, per month)	550.00	3NE
NE 311 Central Office (per central office equipped)	165.00	NR93N
NE 311 Usage - per call option	0.05	3BAPC

2. Optional Features

NE 311 Budget Billing - Set-up (Nonrecurring) ^{/1/}	225.00	NR938
NE 311 Budget Billing (monthly, per 5000 calls) ^{/1/}	250.00	3BABB

/1/ To be trued-up for electing customers every twelve (12) months.

POINTING A TELEPHONE NUMBER TO A DIGITAL TRUNK**A. Service Description**

The ability to point an existing local exchange access telephone number via a route index to an existing digital trunk such as SuperTrunk^{/1/} or SmartTrunk, is offered subject to the availability of facilities. (C)

B. Rates

The rates apply per order, per due date, per trunk and they do not vary by rate group.

<u>Description</u>	<u>Monthly Rate</u>	<u>Installation Charge</u>	<u>USOC</u>
1st Telephone Number	N/A	\$250.00	SEPBF
Additional Telephone Number	N/A	17.00	SEPBG

/1/ Effective June 30, 2016, SuperTrunk is grandfathered. See Part 20, Section 6.

(N)