

MEGALINK DIGITAL SERVICE**A. General**

MegaLink Digital Service provides for the simultaneous two-way transmission of synchronous digital signals at speeds of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps. The service is available in either two-point or multi-point configurations, with the exception of 64 Kbps service which is available in only two-point configurations.

The service is available between:

- Customer-designated premises
- Customer-designated premises and a Company serving office for the purpose of:
Multiplexing the circuit onto a higher speed circuit,
Bridging the circuit in a multi-point configuration,
Connection to a Company Network Reconfiguration Service (NRS)^{/1/} hub

(C)

B. Regulations

1. The regulations and rates specified herein are in addition to the applicable regulations found in other sections of this guidebook.
2. Availability of Service

MegaLink Digital Service can only be provided where digital facilities exist. Serving offices where MegaLink Digital Service is available are determined by the Company.

3. Provision of Service

- a. The minimum period of which MegaLink Digital Service is provided and for which rates and charges are applicable is one month, unless a different minimum period is established with Special Construction as provided in Part 15, Section 1 (for Digital Link Services). When a service is discontinued prior to the expiration of the minimum period, charges are applicable for the remaining portion of the minimum period, whether the service is used or not, and will be based on the rates in effect for the service at the time of discontinuance.
- b. MegaLink Digital Service is furnished on a full-time basis (24 hours a day, seven days per week).
- c. Customer requests for special routing of MegaLink Digital Service channels are provided in accordance with Part 15, Section 1.
- d. In the event suitable facilities are not available, or modifications to existing facilities are required, special construction charges will be applicable as provided in Part 15, Section 1. Service availability will be negotiated locally.
- e. The Company has the service responsibility up to the demarcation point. The demarcation point will be provided by the Company as set forth in Technical Reference – PUB 62310. Section 10 of this publication describes the four-wire physical interface specifications.
- f. The customer shall be responsible for ordering MegaLink Digital Service and specifying the transmission speed required for operation with terminal equipment or communications systems provided by the customer.

^{/1/} Effective October 30, 2018, Network Reconfiguration Service (NRS) will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

(N)
(N)

MEGALINK DIGITAL SERVICE (cont'd)**B. Regulations (cont'd)**

3. Provision of Service (cont'd)

- g. This service is guaranteed to provide level of at least 99.875% error-free seconds up to the demarcation point of the channel for operation at all transmission speeds offered in this guidebook. When MegaLink Digital Service is operating at an error performance level that is unsatisfactory to the customer, and the Company determines that the error performance level is below that specified above, the period of sub-standard performance will be considered as an interruption, and a credit allowance will be made as provided in B.4 following. The credit allowance shall begin from the time of notice that an unsatisfactory performance level has occurred, provided that the customer promptly releases the service as requested by the Company to perform testing and maintenance.
- h. Digital equipment provided by the customer is subject to the regulations set forth in Part 15, Section 1 (**REGULATIONS** (for Digital Link Services)), paragraphs F.2 and F.7.
- i. MegaLink Digital Service may be used as a derived channel of a *MegaLink III Service* through the use of the central office multiplexing additional service feature found later in this Section. It is the customer's responsibility to determine channel assignments for the derived channels of the MegaLink III service. Additional interoffice channel mileage may be required in order to route the MegaLink service to a central office multiplexing hub location for termination in the central office multiplexing arrangement.
- j. MegaLink Digital Service may be terminated in a channel port of a *Network Reconfiguration Service (NRS)*^{/1/} found in Part 20, Section 15, or in a channel port of *Access Advantage Plus* found in Part 20, Section 6. Additional interoffice channel mileage may be required to route the MegaLink service to an NRS hub location or Access Advantage Plus location. (C)

/1/ Effective October 30, 2018, Network Reconfiguration Service (NRS) will no longer be available for purchase by new or existing customers. See Part 20, Section 15. (N)
(N)

MEGALINK DIGITAL SERVICE (cont'd)**B. Regulations (cont'd)**

4. Availability and Allowance for Interruptions

Availability is a measure of the relative amount of time that a service is usable to the customer. MegaLink Digital Service is considered unavailable when 10 consecutive severely errored seconds (SESSs) are received. The service becomes available again when no SESSs are received for 10 consecutive seconds. The objective for MegaLink service is 99.96% availability when averaged over 12 months. The Company, in order to ensure the highest performance standards and service availability to the customer, offers the following service guarantee:

If a MegaLink service fails due to Company-provided equipment or facilities and the service is not restored to the customer within 8 hours of the outage report, and the service is made available to the Company by the customer during those 8 hours, the customer will be credited for 1/30th of the monthly rate for the service on the following month's bill. This guarantee is subject to the following conditions:

- a. The credit will be applied on a per circuit, per occurrence basis and will only be applied once during a 24-hour period. Credits are not accumulative.
- b. The trouble cause must be isolated to Company-provided equipment. Trouble determined to be caused by customer-provided equipment or trouble that clears without a positive determination as to cause, will not qualify for the service credit.
- c. The outage must be reported by the customer. Company-initiated reports will not qualify for the service credit.
- d. There may be occasions when the service does not meet the required operating parameters, but due to business conditions the customer is unable to release the circuit for immediate testing. The 8 hour clock does not begin until the service is made available to the Company for repair.
- e. The service guarantee applies to recurring rates and charges for MegaLink local distribution channels and interoffice channel mileage.
- f. On MegaLink service used with NRS, the service credit applies only to the MegaLink portion of the service, and will not apply to NRS.

MEGALINK DIGITAL SERVICE (cont'd)**C. Description of Service**

MegaLink Digital Service channels provide the transmission paths for digital data signals between two or more customer premises within a LATA.

1. Access Channels to a Digital Serving OfficeLocal Distribution Channel

A two-point transmission path between a customer's premises and the Company serving office or NRS hub. Local distribution channels suitable for synchronous data rates of 2.4, 4.8, 9.6, 19.2, 56 and 64 kbps, respectively, are provided. When service terminates in a channel port of an Integrated Pathway Service, a Local Distribution Channel charge will not apply for that location.

Interoffice Channel

A two-point transmission path between the digital serving office or NRS hub and the serving office of the customer. Charges are based on the vertical and horizontal (V-H) distance between the digital serving office or NRS hub and the serving office of the customer. A fixed charge and rate per mile for the requested transmission speed will apply for each interoffice channel. V-H coordinates for digital serving offices, serving offices, and NRS hubs may be found in the National Exchange Carrier Association, Inc. (NECA) Wire Center Information Tariff. The Company will file a current copy of the relevant NECA tariff to be kept on file at the Public Utility Commission of Texas' Central Records office.

2. Channel Between Digital Serving OfficesInter-Digital Serving Office Channel

A two-point transmission path between two digital serving offices or between a digital serving office and an NRS hub within the same LATA. Inter-digital serving office channels suitable for synchronous data rates of 2.4, 4.8, 9.6, 19.2, 56 and 64 kbps, respectively, are provided. V-H coordinates for digital serving offices may be found in the NECA Wire Center Information Tariff.

3. Nonrecurring Charge

A nonrecurring charge applies per point of termination installed or moved as provided in paragraph D. *Rates and Charges*, following.

MEGALINK DIGITAL SERVICE (cont'd)

C. Description of Service (cont'd)

4. Multi-Station Arrangement

A multi-station arrangement is required to provide for MegaLink Digital Service between three or more digital stations on the same and/or different premises located within a LATA.

This offering may consist of standard digital service for intraLATA service between three or more stations at speeds of 2.4, 4.8, 9.6, 19.2 or 56 kbps.

Multi-station arrangements will be provided at a digital serving office.

The number of two-point channels that may be specified for a given service may be limited by operating and transmission factors.

The rate for a multi-station arrangement is set forth in paragraph D.3, following.

5. Secondary Channel Capability

This arrangement provides for a secondary channel which operates at a speed equivalent to one-third of the primary channel speed. This secondary channel operates independently from, but over the same physical facility as the primary channel, and is normally used by the customer for performing network management operations such as on-line diagnostics, data monitoring, traffic measurements and network configuration management.

Secondary channel capability is available on point-to-point or multi-point services which use non-repeated local distribution channels. Secondary channel capability can only be provided at digital serving offices for MegaLink services. Secondary channel capability is not available with 64 kbps service.

Complementary customer-provided terminal equipment must be coupled with this service.

The rate for secondary channel capability is set forth in paragraph D.4, following.

MEGALINK DIGITAL SERVICE (cont'd)**D. Rates and Charges**

1. Access Channels to a Digital Serving Office

a. Local Distribution Channel

- Per termination of a local distribution channel on a customer's premises

<u>For Transmission Speed of:</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>USOC</u>
2.4 kbps	\$2,064.00 (I)	\$150.00	SYN24
4.8 kbps	2,064.00	150.00	SYN48
9.6 kbps	2,064.00	150.00	SYN96
19.2 kbps	2,965.00	395.00	SYN19
56 kbps	2,965.00	200.00	SYN56
64 kbps	2,965.00 (I)	350.00	SYN64

b. Interoffice Channel

- Per V-H mile between the digital serving office or NRS hub and the serving office for the mileage portion plus the fixed charge

<u>For Transmission Speed of:</u>	<u>Monthly Fixed Charge</u>	<u>Monthly Rate Per Mile</u>	<u>USOC</u>
2.4 kbps	\$1,042.00 (I)	\$27.00 (I)	1LNQQ
4.8 kbps	1,042.00	27.00	1LNRQ
9.6 kbps	1,042.00	27.00	1LNSQ
19.2 kbps	1,042.00	48.00	1LNJQ
56 kbps	1,042.00	48.00	1LNTQ
64 kbps	1,042.00 (I)	48.00 (I)	1LN8Q

2. Channels Between Digital Serving Offices

a. Inter-Digital Serving Office Channel

- Per V-H mile between the digital serving offices or between the digital serving office and the NRS hub for the mileage portion plus the fixed charge

<u>For Transmission Speed of:</u>	<u>Monthly Fixed Charge</u>	<u>Monthly Rate Per Mile</u>	<u>USOC</u>
2.4 kbps	\$315.00 (I)	\$15.00 (I)	1LNQN
4.8 kbps	352.00	15.00	1LNRN
9.6 kbps	408.00	15.00	1LNSN
19.2 kbps	690.00	27.00	1LNJN
56 kbps	1,023.00	27.00	1LNTN
64 kbps	1,023.00 (I)	27.00 (I)	1LN8N

MEGALINK DIGITAL SERVICE (cont'd)**D. Rates and Charges (cont'd)**

3. Multi-Station Arrangement

When a MegaLink circuit is arranged for multi-station operation for transmission speeds of 2.4, 4.8, 9.6, 19.2 and 56 kbps, the following charge applies per channel connected at a digital serving office in addition to other charges in this guidebook.

<u>Monthly Charge</u>	<u>USOC</u>
\$18.00	6BN

Multi-station service is described in paragraph C.4, preceding.

4. Secondary Channel Capability

When a MegaLink circuit is arranged for secondary channel capability, the following charge applies per local distribution channel connected on the circuit. This charge is in addition to other charges in this guidebook.

<u>For Transmission Speed of:</u>	<u>Monthly Charge</u>	<u>Nonrecurring Charge</u>	<u>USOC</u>
For all speeds	\$9.89	\$112.00	SCA

Secondary channel capability is described in paragraph C.5, preceding.

5. Telecommunications Service Priority System

Telecommunications Service Priority System service is available for Digital Link Service under the regulations and rates specified in *Telecommunications Service Priority System* described in Part 8, Section 5.

MEGALINK DIGITAL SERVICE (cont'd)**E. Term Pricing Plan^{/1/}**

1. The Term Pricing Plan (TPP) provides the customer with rate stabilization and discounted rates. The TPP provides for two, three or five year rate stabilization. Decreases in monthly recurring rates will be passed on to customers who participate in a TPP. The Company will notify customers participating in a TPP when monthly rates are decreased.

The monthly rates in the TPP will not be subject to rate increases for the duration of the TPP period.

2. The customer may choose to terminate an existing TPP before the end of the two, three or five year period and negotiate a new two, three or five year TPP as follows:

During a customer's TPP term, conversion may be made to a new TPP term of the same or different length or to a higher speed service, if the expiration date for the new service or TPP term is beyond the end of the original TPP term. The new TPP term becomes effective upon execution. No credit for months under the previous TPP may be transferred to the new TPP. The customer incurs no liability for the remaining months on the original TPP, since the change is not considered a termination of service. The prices applicable for the new term are those currently in effect for new customers.

During a TPP term a customer may move one Local Distribution Channel (LDC) of a MegaLink Digital Service to another location in the same LATA and keep the TPP in force, provided no lapse in service occurs. Moves to a different serving office, however, may result in a change in the monthly charges. The customer must have met the minimum in-service period at the old location and be liable for a new minimum in-service period at the new location. Nonrecurring Charges, as appropriate, for the physical move will apply.

3. At the end of a TPP term, the customer may elect a new TPP term with the prices in effect at that time. If the customer elects not to renew the TPP, or does not notify the Company of the customer's intent to establish a new TPP, the service will automatically be billed under the monthly rates in effect at the time the TPP expires.
4. Any special construction charges incurred for services billed under a TPP will be applicable as provided for in Part 15, Section 1 (for Digital Link Services).

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

MEGALINK DIGITAL SERVICE (cont'd)**E. Term Pricing Plan^{/1/} (cont'd)**

5. Customers requesting the termination of a TPP prior to the expiration date, excluding TPPs terminated as a result of a renegotiation, will be charged a termination charge. If the customer terminates the Term Pricing Plan agreement prior to the expiration of the two, three, or five year TPP, 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.

The termination charge for all service terms will be calculated as follows:

For service terms that become effective on or after October 11, 2004:

- In addition to any unpaid Special Construction or Nonrecurring Charges (excluding any waived charges) customer termination liability for cancellation of MegaLink Service shall be equal to fifty percent (50%) of all recurring charges for the remaining months of the customer's term.

For service terms in effect prior to October 11, 2004:

The termination charge is based on a percentage of the remainder of the term as indicated below:

<u>Term Pricing Plan</u>	<u>Termination Percentage</u>
2 years	50% for first year, 25% for each subsequent year
3 years	50% for first year, 25% for each subsequent year
5 years	50% for first year, 25% for each subsequent year

The termination charge is calculated as follows:

$$\begin{array}{ccccccc} \text{Billed} & & \text{X} & & \text{Months remaining} & & \text{X} & & \text{Termination} & = & \text{Termination} \\ \text{Monthly Rate} & & & & \text{in TPP} & & & & \text{Percentage} & & \text{Charge} \end{array}$$

6. Customers currently subscribing to MegaLink service on a month-to-month basis may convert their existing service to either a two, three, or five year TPP. Nonrecurring charges will be waived at the time of conversion.

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

MEGALINK DIGITAL SERVICE (cont'd)**E. Term Pricing Plan^{/1/} (cont'd)**7. Local Distribution Channel^{/2/}

- Per first termination of a local distribution channel on a customer's premises

<u>For Transmission Speed of:</u>	<u>Monthly Rates</u>		
	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
2.4 kbps	\$71.00	\$65.00	\$60.00
4.8 kbps	71.00	65.00	60.00
9.6 kbps	71.00	65.00	60.00
19.2 kbps	71.00	65.00	60.00
56 kbps	71.00	65.00	60.00
64 kbps	71.00	65.00	60.00

8. Interoffice Channel^{/3/}

- Per V-H mile between the digital serving office or NRS hub and the serving office for the mileage portion plus the fixed charge

<u>For transmission speeds of 2.4, 4.8 ,9.6, 19.2, 56 and 64 kbps</u>	<u>Monthly Rates</u>	
	<u>Fixed</u>	<u>Per Mile</u>
2 Years	\$13.00	\$1.30
3 Years	12.00	0.95
5 Years	11.00	0.90

9. Channels Between Digital Serving Offices^{/4/}

Inter-Digital Serving Office Channel

- Per V-H mile between digital serving offices or between the digital serving office and the NRS hub for the mileage portion plus the fixed charge

<u>For transmission speeds of 2.4, 4.8 ,9.6, 19.2, 56 and 64 kbps</u>	<u>Monthly Rates</u>	
	<u>Fixed</u>	<u>Per Mile</u>
2 Years	\$9.00	\$0.80
3 Years	8.00	0.70
5 Years	6.00	0.60

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

/2/ Nonrecurring charges and USOC codes are the same as those listed in paragraph D.1.a preceding.

/3/ USOC codes are the same as those listed in paragraph D.1.b preceding.

/4/ USOC codes are the same as those listed in paragraph D.2 preceding.

MEGALINK DIGITAL SERVICE (cont'd)**E. Term Pricing Plan^{/1/} (cont'd)**10. Multi-Station Arrangement^{/2/}

Multi-Station service is described in paragraph C.4 preceding

	Monthly Rates		
	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
	\$14.00	\$12.00	\$10.00

11. Secondary Channel Capability^{/3/}

Secondary Channel Capability is described in paragraph C.5 preceding

	Monthly Rates		
	<u>2 Years</u>	<u>3 Years</u>	<u>5 Years</u>
	\$7.50	\$7.00	\$6.00

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

/2/ USOC codes are the same as those listed in paragraph D.3 preceding.

/3/ Nonrecurring charges and USOC codes are as listed in paragraph D.4 preceding.

MEGALINK DIGITAL SERVICE (cont'd)**F. Mileages for Interoffice Channels between the Digital Serving Office and the Serving Office**

<u>LATA</u>	<u>Digital Serving Office</u>	<u>Serving Office</u>	<u>Mileage</u>
Abilene	Orchard	Stamford	34
		Owen	4
Amarillo	Amarillo 02	Evergreen	7
		Fleetwood	3
Austin	Greenwood	Hickory	3
		Homestead	4
		Fairfax	5
		Tennyson	6
		Jollyville	10
Beaumont	Terminal	Nederland	10
		Orange	23
		Port Arthur-Yukon	18
Brownsville	Harlingen	Brownsville-Lincoln	23
		Edinburg	31
		Mission	40
		Pharr	31
		McAllen-MU	34
Corpus Christi	Tulip	Calallen	12
		Butler	6
		Terminal	4
		Wyman	7
		Flour Bluff	11
Dallas	Addison	Farmers Branch	6
		Prisco-Colony	13
		McKinney-LI	22
		Allen	14
		Richardson	5
	Fleetwood	Melrose	4
		Emerson	4
		North Lake	6
		Whiteball	5
		Riverside	2
	Taylor	Ross	2
		Lakeside	2
		Diamond	7
		Davis	5
		North Mesquite	9
		Mesquite	11
		Evergreen	6
		Express	8
		Hamilton	3
		Federal	6
	Franklin	Duncanville	8
		Desoto	10
		Danielsdale	5
		Hutchins	6
		Euless	8
	Crestview	South Arlington	5
		Glendale	8

MEGALINK DIGITAL SERVICE (cont'd)**F. Mileages for Interoffice Channels between the Digital Serving Office and the Serving Office (cont'd)**

<u>LATA</u>	<u>Digital Serving Office</u>	<u>Serving Office</u>	<u>Mileage</u>
Dallas	Edison	Westland	9
		Pershing	5
		White Settlement	8
		Market	4
		Saginaw	8
		North Richland Hills	10
		Terminal	3
		Hurst-Atlas	8
		Jefferson	4
		Edgecliff	8
		Walnut	3
		Wedgewood	8
		Haciendo	9
		El Paso-SE	5
El Paso	Main	Sealy	27
Houston	Richmond-Rosenberg	Alief	5
		Mohawk	6
	Prescott	Buffalo	5
		Barker	11
	Sunset	Jackson	2
		Med Center	5
	Clay	Riverside	4
		Blueridge-West	14
		Underwood	3
		Capitol	1
	Mission	Alvin	19
		Hudson	5
		Ellington-West	8
		Apollo	14
	Orchard	Texas City	32
		Channelview	11
		Walnut	3
		Greenwood	7
	Oxford	Deer Park	12
		Airline	6
		Bammel	12
		Westfield	10
		Spring-South	17
		Spring-North	23
	Fairbanks	Langham Creek	10
		Overland	4
		Homestead	5
		Satsuma	8
		Cypress	14

MEGALINK DIGITAL SERVICE (cont'd)**F. Mileages for Interoffice Channels between the Digital Serving Office and the Serving Office (cont'd)**

<u>LATA</u>	<u>Digital Serving Office</u>	<u>Serving Office</u>	<u>Mileage</u>
Longview	Tyler-Lyric	Chapel	6
		Tyler-South	4
	Longview-Plaza	Greggton	4
		Judson	6
		Milton	9
Lubbock	Porter-Sherwood	Plainview	13
		Frankford	8
		Parkview	5
		Swift	4
Midland	Mutual	Oxford	4
		Goldsmith	32
		Odessa-Emerson	19
		Terminal	9
		Odessa-LI	21
San Antonio	Babcock	Wetmore	8
		Diamond	4
	Capitol	Uvalde	81
		General	4
		Culebra	10
		Pershing	3
		New Braunfels	30
		Taylor	4
		Seguin	33
		Fratt	10
		Martinez	7
		Edison	7
		Leigh	3
		Walnut	5
Waco	Washington	Swift	4
		China Spring	12
		McGregor	18
		Prescott	5
		Hewitt	8
		Mohawk	5
Wichita Falls	Lamar	Callfield	5
		Airport	4
		Vernon	50

MEGALINK III - WIDEBAND DIGITAL SERVICE 1.544 MBPS**A. General**

MegaLink III Service provides for the simultaneous two-way transmission of a serial, bipolar, return-to-zero, isochronous digital signal at a terminating bit rate of 1.544 megabits per second (Mbps). The service is available in a point-to-point configuration between:

- Two customer-designated premises
- A customer-designated premise and a Company serving office where multiplexing, hubbing or cross-connection functions are performed
- Two Company Plexar locations or customer-designated premise and Company Plexar location
- A customer-designated premise and Company Network Reconfiguration Service (NRS) hub^{/1/} (C)

B. Regulations

1. The regulations and rates specified herein are in addition to the applicable regulations found in other sections of this guidebook.

The services provided for MegaLink III are primarily designed to meet the private line communications requirements of business customers, i.e., non-interexchange carriers, and the regulations herein reflect reasonable support on the part of the Company in assisting the customer in the ordering and provisioning of private line services. This assistance includes, but is not limited to, advice as to which private line service best meets the customer's requirements, taking into consideration the customer's present and future communications needs. In addition, the Company will continue to assist and advise the customer and cooperatively respond to the requirements of the customer until such time as the private line service is discontinued. The aforementioned level of assistance is considered to be part of the private line service offering and will be provided at no additional charge.

As an alternative to service provided in this section, customers also have the option to purchase some similar services from Section 7 of the Company's intrastate Access Service Tariff. However, the Company does not assist nor support customers in the ordering of or provisioning of intrastate access services beyond the requirements contained in the Access Service Tariff.

2. Provision of Service

MegaLink III service is available only on a point-to-point intraLATA basis.

MegaLink III service is furnished on a full-time basis (24 hours a day, seven days per week).

MegaLink III service can only be provided within the same LATA where existing digital facilities and equipment permit. Services between serving wire centers must have digital service components (digital connectivity) between all intermediate offices to have the ability to provide the service. Additional service features may be available only at selected central offices as determined by the Company.

/1/ Effective October 30, 2018, Network Reconfiguration Service (NRS) will no longer be available for purchase by new or existing customers. See Part 20, Section 15. (N)
(N)

MEGALINK III - WIDEBAND DIGITAL SERVICE 1.544 MBPS (cont'd)**B. Regulations (cont'd)**

2. Provision of Service (cont'd)

Customer requests for MegaLink III service may require construction of suitable service components. The regulations, rates and charges applicable to special construction are found in Part 15, Section 1 (**REGULATIONS** (for Digital Link Services)), paragraph D.8. Service availability will be negotiated locally.

Customer requests for special routing of MegaLink III service channels are provided in accordance with Part 15, Section 1.

The Company has the service responsibility up to the demarcation point. The demarcation point will be provided by the Company as set forth in Bellcore Technical Advisory TA-TSY-000342. This publication provides transmission parameter limits and interface combinations for high capacity special access services (e.g., DS-1), and may be obtained from:

Bell Communications Research
Information Operation Center
60 New England Avenue
Piscataway, N.J. 08854-4196

The placement of the demarcation point shall be located in a manner consistent with federal and state regulatory requirements. This location will be at each customer's premises, unless specified otherwise by the customer or building/landowner and agreed to by the Company. The Company will provide one primary demarcation point for services provided through Company network facilities at no cost to the subscriber. Any secondary or additional demarcation point(s) requested by the customer will be provided as specified in *Construction Charges* found in Part 2, Section 5. The costs of providing these secondary or additional demarcation points include all labor and materials including cabling. Additions or reinforcements of existing facilities to secondary demarcation points will only be provided upon customer request and billed as specified in *Construction Charges* found in Part 2, Section 5.

Digital equipment provided by the customer is subject to the regulations set forth in Part 15, Section 1 (**REGULATIONS** (for Digital Link Services)), paragraph F.2 and F.7.

MegaLink III - Wideband Digital Service/1.544 mbps may be terminated in a DS1 port of a Company-provided Network Reconfiguration Service (NRS)^{/1/} arrangement at a designated NRS hub location. Additional interoffice channel mileage may be incurred to route the MegaLink III service to the hub location. The DS1 port on the NRS arrangement will be considered as a service point on the circuit. Refer to later paragraphs in this Section for additional regulations concerning NRS. (C)

/1/ Effective October 30, 2018, Network Reconfiguration Service (NRS) will no longer be available for purchase by new or existing customers. See Part 20, Section 15. (N)
(N)

MEGALINK III - WIDEBAND DIGITAL SERVICE 1.544 MBPS (cont'd)**B. Regulations (cont'd)**

3. Availability and Allowance for Interruptions

a. MegaLink III Not Available with SecureNet

Availability is a measure of the relative amount of time that a service is "usable" to the customer. For the purposes of MegaLink III service, service is considered unavailable when 10 consecutive severely errored seconds (SESSs) are received. The service becomes available again when no SESSs are received for 10 consecutive seconds.

The availability objective for MegaLink III service is 99.975% availability when averaged over three months.

The Company, in order to ensure the highest performance standards and service availability to the customer, offers the following service guarantee:

If a MegaLink III service fails due to Company-provided equipment or facilities and the service is not restored to the customer within four hours of the outage report and the service is made available to the Company by the customer during those four hours, the customer will be credited for the full month of service on the following month's bill. This guarantee is subject to the following conditions:

1. The monthly credit will be applied on a per circuit, per occurrence basis and will only be applied once during a month's period. Credits are not accumulative.
2. The trouble cause must be isolated to Company-provided equipment. Trouble determined to be caused by customer-provided equipment, or trouble that clears without a positive determination as to cause, will not qualify for the service credit.
3. The outage must be reported by the customer. Company initiated reports will not qualify for a service credit.
4. There may be occasions when the service does not meet the required operating parameters, but due to business conditions the customer will not release the circuit for immediate testing. The service must be made available to the Company for testing and maintenance. The four-hour clock does not begin until the outage is reported by the customer and the service is made available by the customer to the Company for repair.
5. On MegaLink III service that uses central office multiplexing provided by the Company, the service credit applies only to the MegaLink III portion of the service, and will not apply to the derived channels nor to multiplexing using the MegaLink III service.
6. The service guarantee applies to recurring rates and charges for MegaLink III local distribution channels and interoffice channel mileage.
7. On MegaLink III service used with NRS, the service credit applies only to the MegaLink III portion of the service, and will not apply to NRS.

MEGALINK III - WIDEBAND DIGITAL SERVICE 1.544 MBPS (cont'd)**B. Regulations (cont'd)**

3. Availability and Allowance for Interruptions (cont'd)

b. MegaLink III Available with SecureNet

1. MegaLink III service equipped with SecureNet shall be allowed a credit for a single service interruption greater than 2.0 seconds. In no case shall the total amount of credit in a one month bill period exceed 100 percent of the monthly charge for that particular rate element.
2. To receive a credit for a service interruption after 2.0 seconds, the interruption must occur in that part of the MegaLink III service equipped with SecureNet (e.g., a loop failure on a MegaLink III service would receive credit after a 2.0 second interruption; an interoffice facility failure on the same service would be credited after four hours).
3. For a MegaLink III service equipped with SecureNet, the credit for a single service interruption greater than 2.0 seconds will be 50% of the recurring monthly rate for the applicable rate elements (e.g., Local Distribution Channel; Interoffice Channel Mileage, both fixed and per mile; Multiplexing; and Clear Channel Capability).

C. Rate Configuration

1. General

There are four basic rate elements which may apply to MegaLink III service:

- Local distribution channel
- Interoffice channel mileage
- Additional service features
- Surcharge

2. Local Distribution Channel

The local distribution channel is the channel between a customer's premises and the Company serving wire center that normally provides service to that customer's premises.

3. Interoffice Channel Mileage

Interoffice channel mileage is defined as the component of the service between two Company serving wire centers, between a serving wire center and a Company-designated digital hub, or between digital or NRS hubs. The serving wire centers may be located in the same exchange area, as in a multi-office metropolitan exchange, or may be located in different exchange areas.

Interoffice channel mileage charges include a fixed charge, and a per mile charge which is based on the vertical and horizontal (V-H) distance between serving wire centers, a serving wire center and a digital hub, between digital or NRS hubs, or between exchanges, measured in whole miles. Fractional miles are rounded to the next whole mile. V-H coordinates for serving wire centers and designated digital and NRS hubs can be found in the National Exchange Carrier Association, Inc. (NECA) Wire Center Information Tariff.

MEGALINK III - WIDEBAND DIGITAL SERVICE 1.544 MBPS (cont'd)**C. Rate Configuration (cont'd)**

4. Additional Service Features

a. Central Office Multiplexing

Central office multiplexing is an arrangement which converts a 1.544 mbps channel to multiple channels suitable for use with voice grade or subrate digital services. Central office multiplexing is available only in certain Company-designated multiplexing hub locations. Refer to the NECA Wire Center Information Tariff for locations. Special routing may be required in order to provide this service. There are three levels of central office multiplexing available:

1.544 Mbps (DS1) to Voice

This arrangement provides for 24 channels for use with voice or voice grade data services. Derived channels of the 1.544 Mbps channel to the hub may also be used for MegaLink I Standard Digital Service or Dataphone Digital Service. Voice grade services may not include services which terminate directly into the public switched network.

1.544 Mbps (DS1) to 64 Kbps (DSO)

An arrangement that converts a 1.544 Mbps channel to twenty-three (23) 64 Kbps channels using digital time division multiplexing.

64.0 Kbps (DSO) to Subrate

An arrangement that converts a 64 Kbps channel to subspeeds of up to twenty 2.4 Kbps, ten 4.8 Kbps or five 9.6 Kbps channels using digital time division multiplexing. This feature is available only in conjunction with 1.544 Mbps (DS1) to 64 Kbps (DSO) multiplexing as part of a cascading multiplex arrangement in the same multiplexing hub location.

b. Clear Channel Capability (CCC)

Clear channel capability (CCC) is a feature that provides the customer with an increase in usable bandwidth from 1.344 Mbps to 1.536 Mbps of an unconstrained data stream across the network. CCC is provided on 1.544 Mbps service and provisioning of CCC in our network requires the customer signal at the channel interface to conform to bipolar with eight zero substitution (B8ZS) line code format as described in Bellcore Technical Advisory TA-TSY-000342. Customer equipment must be compatible with this method of providing the unconstrained signal. Provision of this feature may require special routing of the interoffice channel mileage.

c. Extended Superframe Format (ESF)

Extended superframe format (ESF) is a non-chargeable option that passes a customer-provided framing format for 1.544 Mbps service. ESF extends the customer's 1.544 Mbps framing structure from 12 to 24 frames and divides the 8 Kbps 193rd bit position pattern into three distinct functions: 2 Kbps for frame synchronization, 2 Kbps for cyclic redundancy checking, and 4 Kbps for performance monitoring.

MEGALINK III - WIDEBAND DIGITAL SERVICE 1.544 MBPS (cont'd)**C. Rate Configuration (cont'd)**

4. Additional Service Features (cont'd)

d. SecureNet

As an inherent feature of MegaLink III service, SecureNet provides automatic restoration capabilities which prevent service interruption in the event of a single facility break or a single loop electronics failure. This feature is called SecureNet. SecureNet is available with point-to-point MegaLink III service only where fiber optic facilities are used to provide the MegaLink III service.

The automatic restoration capabilities are provided through the use of intelligent components which are capable of sensing transmission failure in the fiber facilities. The primary and secondary transmission paths are separately routed in geographically and physically separate fiber optic cables up to the point nearest the customer's premises that route redundancy can be achieved. In the event of a transmission failure caused by a single facility break or a single loop electronics failure, the intelligent components will automatically switch the MegaLink III service to the secondary transmission path within 2.0 seconds.

The secondary transmission path for MegaLink III service equipped with SecureNet will be routed in a geographically separate fiber optic cable up to the nearest point to the customer's premises that route redundancy can be achieved. In the event a facility break occurs in that portion of the MegaLink III service for which route redundancy could not be achieved (e.g., interoffice channel mileage), the Company cannot guarantee automatic restoration of the customer's service within 2.0 seconds, and a credit as set forth in B.3.b preceding will not apply. In this case, the normal allowance for service interruptions applies as outlined in B.3.a preceding.

SecureNet is available at those serving wire centers where equipment and facilities are available. Special construction charges may apply when fiber optic facilities are not available or unusual expenditures are involved in making them available to provide this feature. The service interval will be within two years from the date of customer request for service or the agreed upon date if special construction applies.

The SecureNet feature provided is loop protection. This feature provides automatic restoration of the MegaLink III service local distribution channel and physical route redundancy from the customer's premises to the customer's serving wire center in the event of a single loop failure.

MEGALINK III - WIDEBAND DIGITAL SERVICE 1.544 MBPS (cont'd)**C. Rate Configuration (cont'd)**

5. Surcharge

a. General

This surcharge compensates the Company for use of the local exchange network when MegaLink III service connected to a PBX or equivalent device which is capable of interconnecting the MegaLink III service, or a derived voice-equivalent channel carrying a interexchange private line service, with local exchange service. MegaLink III service can provide a maximum of 24 voice-equivalent channels per service arrangement. The Company will automatically bill the appropriate surcharge on each voice-equivalent channel irrespective of whether the interconnection capability exists in the customer's premises equipment or in a Centrex-CO type switch unless the service is exempted from the surcharge by one of the methods in C.5.b.

b. Exemption from the Surcharge

A customer may be exempted from the surcharge if the customer certifies that the MegaLink III service derived voice-equivalent channel is terminated in a device not capable of interconnecting the service with local exchange service. The customer may also be exempted by certifying that the derived voice-equivalent channel is associated with a switched access service in the same LATA that is subject to carrier common line (CCL) charges.

c. Exemption Certification

Exemption certification shall be in the form of a written notification to the Company. Such notification shall be provided by the customer, (1) at the time the service is ordered, or (2) at such time as the service is re-terminated to a device not capable of interconnecting to the local exchange network, or (3) at such time as the service becomes associated with a switched access service that is subject to CCL charges.

The exemption certification is to be provided by the customer ordering the service. The certification must be signed by the customer or authorized representative and include the category of exemption, as set forth in the preceding for each termination, and the date which the exemption is effective.

If written certification is not received at the time an order for MegaLink III service is placed, the surcharge will be applied for each derived voice-equivalent channel. Exempt status will become effective on the date certification is received by the Company.

The customer shall also notify the Company when an exempted MegaLink III service is changed or reterminated such that the exemption is no longer applicable.

d. Crediting the Surcharge

The Company will cease billing the surcharge when certification that the service has become exempt from the surcharge as set forth in C.5.c, preceding, is received. If the status of the service was changed prior to receipt of the exemption certification, the Company will credit the customer's account that an amount up to and limited to 90 days (three months) billing based on the effective date of the change specified by the customer in the letter of certification.

MEGALINK III - WIDEBAND DIGITAL SERVICE 1.544 MBPS (cont'd)**D. Rates and Charges**

1. Local Distribution Channel

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>USOC</u>
Per channel terminated on a customer's Premises	\$2,442.00 (I)	\$685.00	1LDPJ

2. Interoffice Channel Mileage

Rate per V-H mile or fraction thereof, between serving wire centers, or between a serving wire center and digital hub

	<u>Monthly Rates</u>		<u>USOC</u>
	<u>Fixed</u>	<u>Per Mile</u>	
1.544 Mbps			
Mileage Bands			
0	None	None	3LBNA
Over 0 to 4	\$1,237.00	\$370.00	3LBNB (I)
Over 4 to 8	1,237.00	370.00	3LBNC
Over 8 to 25	1,237.00	370.00	3LBND
Over 25 to 50	1,237.00	370.00	3LBNE
Over 50	1,237.00	370.00	3LBNF (I)

3. Additional Service Features

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>USOC</u>
<i>Per local distribution channel</i>			
Clear Channel Capability	\$30.00	\$185.25 ^{/1/}	CLR
Extended Superframe Format	None	None	SF1
SecureNet	0.00	0.00	P7T

/1/ Nonrecurring charge applies only to subsequent installation of this feature. No charge applies if provided at the time the local distribution channel is originally installed.

MEGALINK III - WIDEBAND DIGITAL SERVICE 1.544 MBPS (cont'd)**D. Rates and Charges (cont'd)**

3. Additional Service Features (cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>USOC</u>
<i>Per arrangement</i>			
Central Office Multiplexing			
1.544 Mbps (DS1) to Voice ^{/1/}	\$425.00	None	MQ1
1.544 Mbps (DS1) to 64.0 kbps (DS0)	2,890.00 (I)	None	QMU
64.0 kbps (DS0) to Subrate ^{/2,3/}			
Up to twenty 2.4 kbps services	185.58	None	QSU24
Up to ten 4.8 kbps services	361.52	None	QSU48
Up to five 9.6 kbps services	702.74	None	QSU96

4. Surcharge

Per voice-equivalent channel terminated on customer's premises ^{/4/}	25.00	None	S25
---	-------	------	-----

/1/ For rates for analog voice or data channels used in conjunction with this multiplexing arrangement refer to Part 15, Section 2. For rates for *MegaLink Digital Service*, refer to the service offering described earlier in this Section. For rates for *Dataphone Digital Service*, refer to Part 20, Section 15.

/2/ This additional service feature also requires the purchase of DS1 to DS0 multiplexing as described above.

/3/ For rates for digital subrate services (2.4 kbps, 4.8 kbps and 9.6 kbps) used in conjunction with this multiplex arrangement, refer to *MegaLink Digital Service* described earlier in this Section, or *Dataphone Digital Service* found in Part 20, Section 15.

/4/ Refer to Part 15, Section 1, for regulations on the application of surcharges for the distant termination of an interexchange private line channel that may be using a derived voice channel on a MegaLink III service.

MEGALINK III - WIDEBAND DIGITAL SERVICE 1.544 MBPS (cont'd)**E. Term Pricing Plan**

1. The Term Pricing Plan (TPP) provides the customer with rate stabilization and discounted rates. The TPP provides for one, two^{/2/}, three^{/2/} or five^{/1/} year rate stabilization. Decreases in monthly recurring rates will be passed on to customers who participate in a TPP. The Company will notify customers participating in a TPP when monthly rates are decreased. (C)

Should the Company increase its rates during the TPP period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under the TPP.

2. During a customer's TPP term, conversion may be made to a new TPP term or to a higher speed service, if the expiration date for the new service or TPP term is beyond the end of the original TPP term. The new TPP term becomes effective upon execution. No credit for months under the previous TPP may be transferred to the new TPP. The customer incurs no liability for the remaining months on the original TPP, since the change is not considered a termination of service. The prices applicable for the new term are those currently in effect for new customers.

During a TPP term, a customer may move one Local Distribution Channel (LDC) of a MegaLink III Service to another location in the same LATA and keep the TPP in force, provided no lapse in service occurs. Moves to a different serving office however may result in a change in the monthly charges. The customer must have met the minimum in-service period at the old location and be liable for a new minimum in-service period at the new location. Nonrecurring Charges, as appropriate, for the physical move will apply.

3. At the end of a TPP term, the customer may elect a new TPP term with the prices in effect at that time. If the customer elects not to renew the TPP, or does not notify the Company of the customer's intent to establish a new TPP, the service will automatically be billed under the monthly rates in effect at the time the TPP expires.
4. Any special construction charges incurred for services billed under a TPP will be applicable as provided for in Part 15, Section 1 (for Digital Link Services).

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

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

(N)z
(N)z
(N)
(N)

z - correction

MEGALINK III - WIDEBAND DIGITAL SERVICE 1.544 MBPS (cont'd)**E. Term Pricing Plan (cont'd)**

5. Customers requesting the termination of a TPP prior to the expiration date, except as stated in E.2, will be charged a termination charge as indicated below. These charges shall become due and owing as of the effective date of the termination and are payable within 30 days of the bill date, subject to interest penalty on the unpaid balance.

The termination charge for all service terms will be calculated as follows:

For service terms that become effective on or after October 11, 2004:

- In addition to any unpaid Special Construction or Nonrecurring Charges (excluding any waived charges) customer termination liability for cancellation of MegaLink III shall be equal to fifty percent (50%) of all recurring charges for the remaining months of the customer's term

For service terms in effect prior to October 11, 2004:

The customer's termination charge shall be equal to:

- All waived and/or unpaid nonrecurring charges at currently effective prices, plus;
 - Forty percent (40%) of all recurring charges for the balance of the customer's term
6. Customers currently subscribing to MegaLink III Service on a month-to-month basis may convert their existing service to either a one, two^{/2/}, three^{/2/} or five^{/1/} year TPP. Nonrecurring charges will be waived at the time of conversion. (C)

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

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

(N)
(N)

MEGALINK III - WIDEBAND DIGITAL SERVICE 1.544 MBPS (cont'd)**E. Term Pricing Plan (cont'd)**

7. Local Distribution Channel

Per channel terminated on a customer's premises

	Monthly Rates					Nonrecurring Charge	(C)
	<u>1 Year</u>	<u>2 Year</u> ^{/4/}	<u>3 Year</u> ^{/4/}	<u>5 Year</u> ^{/3/}	<u>USOC</u>		
1.544 mbps	\$235.00	\$188.00	\$150.00	\$135.00	1LDPJ	\$645.00 ^{/1/}	

8. Interoffice Channel Mileage

Rate per V-H mile or fraction thereof, between serving wire centers, or between a serving wire center and digital hub

Monthly Rates						(C)
Mileage Band	1 Year		2 Year ^{/4/}		USOC	
	Fixed	Per Mile	Fixed	Per Mile		
0	None	None	None	None	3LBNA	
Over 0	\$145.00	\$26.00	\$110.00	\$24.00	3LBNA	
Mileage Band	3 Year ^{/4/}		5 Year ^{/3/}		USOC	(C)
	Fixed	Per Mile	Fixed	Per Mile		
0	None	None	None	None	3LBNA	
Over 0	88.00	19.00	60.00	17.00	3LBNA	

9. Clear Channel Capability

Per local distribution channel

	Monthly Rates					Nonrecurring Charge	(C)
	<u>1 Year</u>	<u>2 Year</u> ^{/4/}	<u>3 Year</u> ^{/4/}	<u>5 Year</u> ^{/3/}	<u>USOC</u>		
	\$0.00	\$0.00	\$0.00	\$0.00	CLR	\$185.25 ^{/2/}	

/1/ For those customers who choose a Term Payment Plan (TPP) period of 24 months or greater in length, the Nonrecurring Charge will not apply for new service.

/2/ Nonrecurring Charge applies only to subsequent installation of this feature. No charge applies if provided at the time the Local Distribution Channel is originally installed.

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

/4/ As of January 15, 2021, 24 and 36 Month Term Pricing Plans are no longer available for new or renewing subscribers.

(N)
(N)

MEGALINK III - WIDEBAND DIGITAL SERVICE 1.544 MBPS (cont'd)**E. Term Pricing Plan (cont'd)**10. Central Office Multiplexing^{/1/}

<i>Per arrangement</i>	Monthly Rates				(C)
	<u>1 Year</u>	<u>2 Year</u> ^{/3/}	<u>3 Year</u> ^{/3/}	<u>5 Year</u> ^{/2/}	
1.544 mbps (DS1) to Voice	\$375.00	\$350.00	\$325.00	\$300.00	
1.544 mbps (DS1) to 64.0 kbps (DS0)	375.00	350.00	325.00	300.00	
64.0 kbps (DS0) to Subrate					
Up to twenty 2.4 kbps services	158.00	N/A	139.00	121.00	
Up to ten 4.8 kbps services	307.00	N/A	271.00	235.00	
Up to five 9.6 kbps services	597.00	N/A	527.00	457.00	

/1/ Nonrecurring charges and USOC codes are the same as those listed in D.3 preceding.

/2/ As of October 1, 2013, Term Pricing Plan terms greater than 36 months are no longer available for new or renewing subscribers.

/3/ As of January 15, 2021, 24 and 36 Month Term Pricing Plans are no longer available for new or renewing subscribers.

(N)
(N)

DS3 SERVICE**A. General**

DS3 Service, is an intraLATA dedicated high capacity channel used for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital signals of 44.736 Megabits per second (Mbps). The channel design, performance and maintenance objectives are specified in Company Technical Reference Pub TR-IN-000342 and Technical Reference Pub 76625.

DS3 Service is available only with an electrical interface at the customer premise(s) and the Company serving office.

This service is available to customers in those LATAs served by and within the service territories of the Company only.

B. Regulations**1. General**

The regulations and rates specified herein are in addition to the applicable regulations found in other sections of this guidebook.

The services provided for DS3 Service are primarily designed to meet the private line communications requirements of business customers and the regulations herein reflect reasonable support on the part of the Company in assisting the customer in the ordering and provisioning of private line services.

The minimum period for which DS3 Service is provided and for which rates and charges are applicable is 12 months. When a service is discontinued prior to the expiration of the minimum period, termination charges are applicable for the remaining portion of the minimum period whether the service is used or not and will be based on the rates in effect for the service at the time of discontinuance. (See paragraph F. following)

2. Provision of Service

DS3 Service is available only on a point-to-point intraLATA basis to customers served by and within the service territories of the Company only. DS3 Service is furnished on a full-time basis (24 hours a day, seven days per week.)

DS3 service can only be provided within the same LATA where existing digital facilities and equipment permit. Services between serving wire centers must have digital service components (digital connectivity) between all intermediate offices to have the ability to provide the service. Additional service features may be available only at selected central offices as determined by the Company.

Customer requests for DS3 Service may require construction of suitable service components. The regulations, rates and charges applicable to special construction are found in Part 15, Section 1 (**REGULATIONS** (for Digital Link Services)), paragraph D.8. Service availability will be negotiated locally.

Customer requests for special routing of DS3 Service channels are provided in accordance with Part 15, Section 1.

DS3 SERVICE (cont'd)**B. Regulations (cont'd)**

2. Provision of Service (cont'd)

The Company has the service responsibility up to the demarcation point. The demarcations point will be provided by the Company as set forth in Bellcore Technical Advisory TA-TSY-000342. This publication provides transmission parameter limits and interface combinations for high capacity special access services (e.g., DS#), and may be obtained from:

Bell Communications Research
Information Operation Center
60 New England Avenue
Piscataway, N.J. 08854-4196

The placement of the demarcation point shall be located in a manner consistent with federal and state regulatory requirements. This location will be at each customer's premises, unless specified otherwise by the customer or building/landowner and agreed to by the Company.

Digital equipment provided by the customer is subject to the regulations set forth in Part 15, Section 1 (**REGULATIONS** (for Digital Link Services)), paragraph F.2 and F.7.

DS3 Service may be terminated in a DS3 port of a Company-provided Network Reconfiguration Service (NRS)^{/1/} arrangement at a designated NRS hub location. Additional interoffice channel mileage may be incurred to route the DS3 Service to the hub location. The DS3 port on the NRS arrangement will be considered as a service point on the circuit. Refer to *Network Rearrangement Service* described in Part 20, Section 15. (C)

3. Assignment of Transfer of Service

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

- There is no interruption or relocation of the service (C)
- The assignee or transferee assumes all outstanding indebtedness for the service and the unexpired portion of the service period originally contracted for
- All regulations and conditions contained in this guidebook shall apply to the assignee or transferee

/1/ Effective October 30, 2018, Network Reconfiguration Service (NRS) will no longer be available for purchase by new or existing customers. See Part 20, Section 15. (N)
(N)

DS3 SERVICE (cont'd)**C. Availability and Allowance for Interruptions****1. DS3 Service Not Available with SecureNet**

Availability is a measure of the relative amount of time that a service is "usable" to the customer. For the purpose of DS3 Service, service is considered unavailable when 8 consecutive severely errored seconds (SESSs) are received. The service becomes available again when no SESSs are received for 8 consecutive seconds.

The availability objective for DS3 Service is 99.975% availability when averaged over three months.

The Company, in order to ensure the highest performance standards and service availability to the customer, offers the following service guarantee:

If a DS3 Service fails due to Company-provided equipment or facilities and the service is not restored to the customer within two hours of the outage report and the service is made available to the Company by the customer during those two hours, the customer will be credited for the full month of service on the following month's bill. This guarantee is subject to the following conditions:

- a. The monthly credit will be applied on a per circuit, per occurrence basis and will only be applied once during a month's period. Credits are not accumulative.
- b. The trouble cause must be isolated to Company-provided equipment. Trouble determined to be caused by customer-provided equipment, or trouble that clears without a positive determination as to cause, will not qualify for the service credit.
- c. The outage must be reported by the customer.
- d. There may be occasions when the service does not meet the required operating parameters, but due to business conditions the customer will not release the circuit for immediate testing. The service must be made available to the Company for testing and maintenance. The two-hour clock does not begin until the outage is reported by the customer and the service is made available by the customer to the Company for repair.
- e. On DS3 Service that uses central office multiplexing provided by the Company, the service credit applies only to the DS3 portion of the service, and will not apply to the derived channels nor to multiplexing using the DS3 Service.
- f. The service guarantee applies to recurring rates and charges for DS3 Service local distribution channels and interoffice channel mileage.
- g. On DS3 Service used with NRS, the service credit applies only to the DS3 Service portion of the service, and will not apply to NRS.

DS3 SERVICE (cont'd)**C. Availability and Allowance for Interruptions (cont'd)**

2. DS3 Service Available with SecureNet

- a. DS3 Service equipped with SecureNet shall be allowed a credit for a single service interruption greater than 2.0 seconds. In no case shall the total amount of credit in a one month bill period exceed 100 percent of the monthly charge for that particular rate element.
- b. To receive a credit for a service interruption after 2.0 seconds, the interruption must occur in that part of the DS3 Service equipped with SecureNet (e.g., a loop failure on a DS3 Service would receive credit after a 2.0 second interruption; an interoffice facility failure on the same service would be credited after four hours).
- c. For a DS3 Service equipped with SecureNet, the credit for a single service interruption greater than 2.0 seconds will be 50% of the recurring monthly rate for the applicable rate elements (e.g., Local Distribution Channel; Interoffice Channel Mileage, both fixed and per mile; and Multiplexing).

D. Rate Configuration

1. General

There are four basic rate elements which may apply to DS3 Service:

- Nonrecurring Charges
- Local distribution channel
- Interoffice channel mileage
- Additional service features

Rates and Charges will be applied based upon pricing zones as contained in this section. The Pricing Zone for each serving wire center is as specified in paragraph E.4. If the Channel Mileage crosses Pricing Zones (e.g., serving wire center 1 is in Pricing Zone 1 and serving wire center 2 is in Pricing Zone 2), the higher priced mileage rate will be applied to the entire channel mileage.

DS3 SERVICE (cont'd)**D. Rate Configuration (cont'd)**

2. Nonrecurring Charges

a. General

Nonrecurring Charges are one-time charges that apply for specific work activities (i.e., installation of new service, moves and rearrangements of installed services.) There are three different Nonrecurring Charges; Administrative Charge, Design and Central Office Connection Charge and the Customer Connection Charge and they are applied as follows; The Administrative Charge applies any time a customer initiates an order for service. This charge applies once per customer order. The Design and Central Office Connection Charge applies to each service installed, and is charged once per circuit. The Customer Connection Charge applies to each service installed, and is charged once per Local Distribution Channel.

b. Service Rearrangements

Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum period requirements as set forth in B.1 preceding or a change in the physical location of the point of termination at a customer premises. Changes in physical location of the point of termination are treated as moves and the following nonrecurring charges apply; Administrative, Design and Central Office and Customer Connection.

All other service rearrangements will be charged for as follows: If a change involves a change of a customer of record and no physical relocation or rearrangements of the service is required, the Administrative Charge will apply. For the change of customer of record to be treated as a service rearrangement, the new customer must assume liability for both current and prior charges for the service.

If a change involves a customer of record change (supersede) and no new physical relocation or rearrangement of the service is required, no charges apply and the new customer must assume liability for both current and prior charges for the service.

For all other charges which require physical work to be performed, one Design and Central Office Connection Charge and one Customer Connection Charge per LDC will apply. The Administrative Charge will also apply.

For all other changes not requiring physical work at the central office, or customer premises, including a change in the customer assigned circuit identification or billing account number (when initiated by the customer), the Administrative Charge will apply.

DS3 SERVICE (cont'd)**D. Rate Configuration (cont'd)**

2. Nonrecurring Charges (cont'd)

c. Cancellation of Application for Service

1. When an applicant cancels an order for service, other than those provided by Special Construction;

(a) Prior to the issuance of an order, no charges apply.

(b) After the issuance of an order, Nonrecurring Charges apply as follows:

- Canceled before the Record Issue Date (RID), the Administrative Charge applies.
- Canceled on or after the RID, but before the Plant Test Date (PTD), the Administrative Charge and the Design and Central Office Connection Charge apply.
- Canceled on or after the PTD, the Administrative Charge, Design and Central Office Connection Charge and Customer Connection Charge apply.

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

(a) Prior to the issuance of an order, no charges apply.

(b) After the issuance of an order, but prior to the start of construction, all Nonrecurring Charges associated with the design of the Special Construction and the Administrative Charge will apply.

(c) After construction has begun;

- If there is another requirement for the specially constructed facilities, the Administrative Charge, Design and Central Office Connection Charge, and the Customer Connection Charge will apply.
- If there is no other use for the specially constructed facilities, a charge equal to all the costs incurred in the special construction (including overheads), less net salvage, applies in addition to the Administrative Charge, Design and Central Office Connection Charge, and the Customer Connection Charge.

Installation or Special Construction of facilities for a customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the customer has advised the Company to proceed with the installation or Special Construction.

3. Local Distribution Channel

The local distribution channel is the channel between a customer's premises and the Company serving wire center that normally provides service to that customer's premises.

DS3 SERVICE (cont'd)**D. Rate Configuration (cont'd)**

4. Interoffice Channel Mileage

Interoffice channel mileage is defined as the component of the service between two Company serving wire centers, between a serving wire center and a Company-designated digital hub, or between digital or NRS hubs. The serving wire centers may be located in the same exchange area, as in a multi-office metropolitan exchange, or may be located in different exchange areas.

Interoffice channel mileage charges include; a fixed interoffice channel charge and a per interoffice mileage charge which is based on the vertical and horizontal (V-H) distance between serving wire centers, a serving wire center and a digital hub, between digital or NRS hubs, or between exchanges, measured in whole miles. Fractional miles are rounded to the next whole mile. V-H coordinates for serving wire centers and designated digital and NRS hubs can be found in the National Exchange Carrier Association, Inc. (NECA) Wire Center Information Tariff.

5. Additional Service Features

a. Central Office Multiplexing

Central Office multiplexing as an arrangement which either converts an electrical DS3 channel to twenty-eight DS1 channels or converts Twenty-eight DS1 channels to an electrical DS3 channel. Timing for the DS1 channels utilizes digital time division multiplexing.

Special routing may be required in order to provide this service.

b. SecureNet

Where available, SecureNet provides automatic restoration capabilities which prevent service interruption in the event of either a single facility break or a single loop electronics failure. This feature is called SecureNet. SecureNet is available with point-to-point DS3 Service only where fiber optic facilities are used to provide the DS3 Service.

The automatic restoration capabilities are provided through the use of intelligent components that are capable of sensing transmission failure in the fiber facilities. The primary and secondary transmission paths are separately routed in geographically and physically separate fiber optic cables up to the point nearest the customer's premises that route redundancy can be achieved. In the event of a transmission failure caused by a single facility break or a single loop electronics failure, the intelligent components will automatically switch the DS3 Service to the secondary transmission path within 2.0 seconds.

The secondary transmission path for DS3 Service equipped with SecureNet will be routed in a geographically separate fiber optic cable up to the nearest point to the customer's premises that route redundancy can be achieved. In the event a facility break occurs in that portion of the DS3 Service for which route redundancy could not be achieved (e.g., interoffice channel mileage), the Company cannot guarantee automatic restoration of the customer's service within 2.0 seconds, and a credit as set forth in paragraph C.2 preceding will not apply. In this case, the normal allowance for service interruptions applies as outlined in paragraph C.1 preceding.

DS3 SERVICE (cont'd)**D. Rate Configuration (cont'd)**

5. Additional Service Features (cont'd)

b. SecureNet (cont'd)

SecureNet is available at those serving wire centers where equipment and facilities are available. Special construction charges may apply when fiber optic facilities are not available or unusual expenditures are involved in making them available to provide this feature. The service interval will be within two years from the date of customer request for service or the agreed upon date if special construction applies.

The SecureNet feature provided is loop protection. This feature provides automatic restoration of the DS3 Service local distribution channel and physical route redundancy from the customer's premises to the customer's serving wire center in the event of a single loop failure.

c. Rollover

A Rollover is a customer-initiated move that involves a change of a point of termination from an existing lower-speed service to DS3 Service within the same customer premises.

E. Rates and Charges

1. Nonrecurring Charges	<u>USOC</u>	<u>Nonrecurring Charge</u>
Administrative Charge ^{/1/} per order		
Zone 1	NRBA1	\$115.00
Zone 2	NRBA2	115.00
Zone 3	NRBA3	115.00
Design and Central Office Connection Charge ^{/1/} per circuit		
Zone 1	NRBD1	475.00
Zone 2	NRBD2	475.00
Zone 3	NRBD3	475.00
Customer Connection Charge ^{/1/} per termination		
Zone 1	NRBB1	600.00
Zone 2	NRBB2	600.00
Zone 3	NRBB3	600.00

/1/ For customers ordering new DS3 service who choose a Term Payment Plan (TPP) period of 2 years or greater in length, the Administrative Charge, Design and Central Office Connection Charge and Customer Connection Charge will not apply.

DS3 SERVICE (cont'd)**E. Rates and Charges (cont'd)**

2. Recurring Rates

		Monthly Rate				Monthly
	<u>USOC</u>	<u>1 Year</u>	<u>2 Year</u> ^{/2/}	<u>3 Year</u> ^{/2/}	<u>5 Year</u> ^{/1/}	<u>Extension</u>
<i>Local Distribution Channel</i>						
Per channel terminated on a customer's premises						
Zone 1	TZUP1	\$2,050.00	\$1,575.00	\$1,260.00	\$1,025.00	\$27,646.00 (I)
Zone 2	TZUP2	2,200.00	1,700.00	1,365.00	1,100.00	28,675.00 (I)
Zone 3	TZUP3	2,350.00	1,825.00	1,470.00	1,180.00	31,750.00 (I)
<i>Interoffice Channel Mileage</i>						
Fixed						
Zone 1	CZ4X1	760.00	650.00	580.00	525.00	11,260.00 (I)
Zone 2	CZ4X2	785.00	675.00	605.00	550.00	12,279.00 (I)
Zone 3	CZ4X3	815.00	705.00	630.00	575.00	13,312.00 (I)
Variable						
Rate per V-H mile or fraction thereof, between serving wire centers, or between a serving wire center and digital hub						
Zone 1	1YZX1	105.00	87.00	75.00	50.00	1,735.00 (I)
Zone 2	1YZX2	110.00	90.00	80.00	55.00	1,984.00 (I)
Zone 3	1YZX3	115.00	95.00	85.00	60.00	2,244.00 (I)

3. Additional Service Features

Central Office Multiplexing
DS3 to DS1

Zone 1	QM3X1	750.00	700.00	650.00	620.00	1,100.00
Zone 2	QM3X2	800.00	750.00	700.00	650.00	1,200.00
Zone 3	QM3X3	850.00	800.00	750.00	700.00	1,300.00

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	<u>USOC</u>
<i>SecureNet</i>			
Per local distribution channel	\$0.00	\$0.00	P7T

4. Rate Zones

All exchange areas in the state of Texas have been assigned a rate zone. The following table lists all exchange areas classified as either Zone 1 or Zone 2. All rate zones not listed are Zone 3 rate zones.

<u>ZONE 1</u>	<u>ZONE 2</u>	
Combine	Austin	Marion
Crandall	Beaumont	Mc Allen
Dallas	El Paso	San Antonio
Houston	Fort Worth	Waco
Liverpool	Harlingen	Lubbock

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

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

DS3 SERVICE (cont'd)**F. Term Pricing Plan (TPP)**

The Term Pricing Plan provides the customer with rate stabilization and discounted rates. The Term Pricing Plan provides for one, two^{/3/}, three^{/3/}, or five^{/1/} year rate stabilization. Decreases in monthly recurring rates will be passed on to customers who participate in a Term Pricing Plan. The Company will notify customers participating in a Term Pricing Plan when monthly rates are decreased. (C)

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.

At the end of a TPP term, the customer may elect a new TPP term with the prices in effect at that time. If the customer elects not to renew the TPP, or does not notify the Company of the customer's intent to establish a new TPP, the service will automatically be billed under the monthly extension rates in effect at the time the TPP expires.

Any special construction charges incurred for services billed under a Term Pricing Plan will be applicable as provided for in Part 15, Section 1 (for Digital Link Services).

During a customer's TPP term, conversion may be made to a new TPP term or to a higher speed service, if the expiration date for the new service or TPP term is beyond the end of the original TPP term. The new TPP term becomes effective upon execution. No credit for months under the previous TPP may be transferred to the new TPP. The customer incurs no liability for the remaining months on the original TPP, since the change is not considered a termination of service. The prices applicable for the new term are those currently in effect for new customers.

During a TPP term a customer may move one Local Distribution Channel (LDC) of DS3 Service to another location in the same LATA and keep the TPP in force, provided no lapse in service occurs. The customer must have met a 12 month minimum in-service period at the old location and be liable for at least 12 months remaining at the new location. Nonrecurring Charges, as appropriate, will apply.

During a customer's TPP term, a customer may elect to include DS3 Service into the customer's Network Reconfiguration Service (NRS)^{/2/} database. The customer may opt to convert to a new TPP term of the same or different length or to continue the current TPP term to the original expiration date. If the expiration date for the new TPP term is beyond the end of the original TPP term, termination charges for the original term will not apply. Adding an existing service to the customer's NRS database requires that all nonrecurring charges applicable to the installation of the service apply.

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

/2/ Effective October 30, 2018, Network Reconfiguration Service (NRS) will no longer be available for purchase by new or existing customers. See Part 20, Section 15.

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

DS3 SERVICE (cont'd)**F. Term Pricing Plan (TPP) (cont'd)**

If a customer cancels a Service Order or terminates service before the completion of the term for any reason, excluding the circumstances stated previously, the customer will be charged termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 'Regulations Applying to All Customers' Contracts' in Part 2, Section 2, paragraph G. (*Payments for Service*).

The termination charge for all service terms will be calculated as follows:

For service terms that become effective on or after October 11, 2004:

- In addition to any unpaid Special Construction or Nonrecurring Charges (excluding any waived charges) customer termination liability for cancellation of DS3 Service shall be equal to fifty percent (50%) of all recurring charges for the remaining months of the customer's term

For service terms in effective prior to October 11, 2004:

Customer termination liability for cancellation of a DS3 Service shall be equal to the lesser of:

- All credits issued and charges waived in association with a new connection plus the number of months the customer had DS3 Service (12-month minimum as noted in paragraph B.1) times the difference between the rate for the highest completed term and the rate for the term contracted for, or
- The remaining minimum contract obligation

/1/ Material now appears in Part 20, Section 15, Sheet 30.

/1/ Material now appears in Part 20, Section 15, Sheet 31.

/1/ Material now appears in Part 20, Section 15, Sheet 32.

/1/ Material now appears in Part 20, Section 15, Sheet 33.

/1/ Material now appears in Part 20, Section 15, Sheet 34.