

## ACCESS SERVICE

Interstate Service Guide and Pricelist  
for Customers of Detariffed Access Services  
within the operating territories  
listed on the Title Pages

The Nemont Interstate Service Guide and Pricelist (Guide) applies to the Nemont "Detariffed Services" (as defined below) and other telecommunications services that are set forth in this Guide. Detariffed Services, as described in this document, are interstate special access services for which tariffs were withdrawn pursuant to FCC Report and Order, FCC 18-146, released October 24, 2018.

Beginning upon the effectiveness of the withdrawal of Detariffed Service tariffs, Detariffed Services will be subject to and provided pursuant to the rates, terms and conditions of this Guide, unless a separately executed service agreement between you and Nemont or any issuing carrier in this Guide provides otherwise.

The services described in the Guide may be available through negotiated agreements, which may include rates, terms or conditions that differ from those in the Guide. Prospective customers wishing to purchase Guide services at rates, terms or conditions different from those described in the Guide may contact their Nemont service representative.

Nemont reserves the right to change the rates, terms and conditions in the Guide from time to time. Notification of Guide changes will be made available at the Nemont website.

Regulations, Rates and Charges  
applying to the provision of Access Services  
for connection to interstate communications facilities  
for Interstate Customers within the operating territory of the Issuing Carriers  
listed on Title Page 2.

Access Services are provided by means of wire, fiber optics, radio, or any other suitable technology or a combination thereof.

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Effective: July 1, 2020

ACCESS SERVICE

ISSUING CARRIERS

Nemont Telephone Cooperative, Inc.  
SAC: 482247-MT, 382247-ND

Project Telephone Company  
SAC: 482250

Missouri Valley Communications, Inc.  
SAC: 382247

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Project Telephone Company	10-3.3.1

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CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

REGISTERED SERVICE MARKS

NONE

REGISTERED TRADEMARKS

NONE

## ACCESS SERVICE

EXPLANATION OF SYMBOLS

- C - to signify changed regulation.
- D - to signify discontinued rate or regulation.
- I - to signify increase to a rate or charge.
- M - to signify matter relocated without change.
- N - to signify new rate or regulation.
- R - to signify reduction to a rate or charge.
- S - to signify matter reissued without change.
- T - to signify a change in text but no change in rate or regulation.
- Z - to signify a correction.

EXPLANATION OF ABBREVIATIONS

- ACR - Alternate Carrier Routing
- ADM - Add/Drop Multiplexing
- ADSL - Asymmetric Digital Subscriber Line
- AIN - Advanced Intelligent Network
- AML - Actual Measured Loss
- ANI - Automatic Number Identification
- AP - Program Audio
- ARC - Access Recovery Charge
- ATM - Asynchronous Transfer Mode
- ATM-CRS - Asynchronous Transfer Mode Cell Relay Access Service
- B8ZS - Bipolar with Eight Zero Substitution
- BHMC - Busy Hour Minutes of Capacity
- CBR - Constant Bit Rate
- CCC - Clear Channel Capability
- CCS - Common Channel Signaling
- CDP - Customer Designated Premises
- CI - Channel Interface
- CIR - Committed Information Rate
- CN - Charge Number
- CNP - Charge Number Parameter
- CO - Central Office
- Cont'd - Continued
- CoS - Class of Service
- CPE - Customer Provided Equipment
- CPN - Calling Party Number
- CSP - Carrier Selection Parameter
- DA - Directory Assistance
- dB - decibel
- dBrnC - Decibel Reference Noise C-Message Weighting
- dBrnC0 - Decibel Reference Noise C-Message Weighted O
- dc - direct current

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EXPLANATION OF ABBREVIATIONS (Cont'd)

DDD	- Direct Distance Dialing
DSL	- Digital Subscriber Line
EAS	- Extended Area Service
EDD	- Envelope Delay Distortion
EML	- Expected Measured Loss
EPL	- Echo Path Loss
ERL	- Echo Return Loss
ESALT	- Ethernet Switched Access Local Transport
ESS	- Electronic Switching System
ESSX	- Electronic Switching System Exchange
ETS	- Ethernet Transport Service
EVC	- Ethernet Virtual Connection
E-EVC	- Extended Ethernet Virtual Connection
f	- frequency
F.C.C.	- Federal Communications Commission
FRAS	- Frame Relay Access Service
GETS	- Government Emergency Telecommunications Service
HC	- High Capacity
HPC	- High Probability of Completion
Hz	- Hertz
IC	- Interexchange Carrier
ICB	- Individual Case Basis
ICL	- Inserted Connection Loss
I-EVC	- Interconnected Ethernet Virtual Connection
IP	- Internet Protocol
IPG	- Internet Protocol Gateway Access Service
ISDN BRI	- Integrated Services Digital Network – Basic Rate Interface
ISDN PRI	- Integrated Services Digital Network – Primary Rate Interface
kbps	- kilobits per second
kHz	- kilohertz
LAN	- Local Area Network
LATA	- Local Access and Transport Area
LBR-VCC	- Low Bit Rate-Virtual Circuit Channel
LNP	- Local Number Portability
LRN	- Location Routing Number
ma	- milliamperes
Mbps	- Megabits per second
mcs	- Microsecond
MHz	- Megahertz
MRC	- Monthly Recurring Charge
MT	- Metallic
MTS	- Message Telecommunications Service(s)

## ACCESS SERVICE

EXPLANATION OF ABBREVIATIONS (Cont'd)

NC	- Network Channel
NCI	- Network Channel Interface
NNI	- Network to Network Interface
NPA	- Numbering Plan Area
NRC	- Nonrecurring Charge
NXX	- Three-Digit Central Office Prefix
OC	- Optical Carrier
OLT	- Optical Line Termination
PBX	- Private Branch Exchange
PIC	- InterLATA Presubscribed Interexchange Carrier
POT	- Point of Termination
PSTN	- Public Switched Telephone Network
PVC	- Permanent Virtual Connection
SAC	- Service Access Code
SDSL	- Symmetric Digital Subscriber Line
SNAL	- Signaling Network Access Link
SONET	- Synchronous Optical Network
SP	- Signaling Point
SPOI	- Signaling Point of Interface
SRL	- Signaling Return Loss
SSP	- Service Switching Point
SS7	- Signaling System 7
STP	- Signal Transfer Point
STS	- Synchronous Transport Signal
SWC	- Serving Wire Center
TDM	- Time Division Multiplexing
TG	- Telegraph Grade
TLP	- Transmission Level Point
TV	- Television
UBR	- Unspecified Bit Rate
UNI	- User Network Interface
V & H	- Vertical & Horizontal
VBR-nrt	- Variable Bit Rate – non-real time
VBR-rt	- Variable Bit Rate – real time
VCC	- Virtual Circuit Channel
VG	- Voice Grade
VP	- Virtual Path
WATS	- Wide Area Telecommunications Service(s)
WSC	- Wireless Switching Center
WSO	- WATS Serving Office

## ACCESS SERVICE

REFERENCE TO OTHER TARIFFS

Whenever reference is made in this tariff to other tariffs of the Telephone Company, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

The following tariffs are referenced in this tariff and may be obtained from the Federal Communications Commission's commercial contractor:

National Exchange Carrier Association, Inc. (NECA)	National Exchange Carrier Association, Inc. (NECA)	National Exchange Carrier Association, Inc. (NECA)
Tariff F.C.C. No. 3	Tariff F.C.C. No.4	Tariff F.C.C. No. 5
Special Construction	Wire Center Information	Access Service

REFERENCE TO TECHNICAL PUBLICATIONS

The following technical publications are referenced in this tariff and may be obtained from Telecordia Technologies Inc. dba iconnectiv (formerly Bell Communications Research, Inc. – Bellcore), One Telecordia Drive, Piscataway, NJ 08854-4151 ([www.telcordia.com](http://www.telcordia.com)).

## Technical Reference:

GR-253-CORE Issue 5 Synchronous Optical Network (SONET) Transport Systems:  
Common Generic Criteria  
Issued: October, 2009

GR-1374-CORE Issue 1 SONET Inter-Carrier Interface Physical Layer Generic  
Criteria for Carriers  
Issued: December 1994

PUB 62310 (MDP-326-726) Digital Data System Channel Interface Specification  
Issued: September 1983

TR-NPL-000258 Compatibility Information for Feature Group D Switched Access  
Service  
Issued: October 1985

GR-334-CORE Issue 1 Switched Access Service:  
Transmission Parameter Limits and Interface Combinations  
Issued: June 1994

TR-NWT-000335, Issue 3 Voice Grade Special Access Service - Transmission  
Parameter Limits and Interface Combinations  
Issued: May 1993

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REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)

TR-NPL-000336 Metallic and Telegraph Grade Special Access Service- Transmission Parameter Limits and Interface Combinations

Issued: October 1987

GR-337-CORE, Issue 1 Program Audio Special Access Service and Local Channel Services

Issued: December 1995

GR-338-CORE, Issue 1 Television Special Access and Local Channel Services - Transmission Parameter Limits and Interface Combinations

Issued: December 1995

TR-NWT-000341 Digital Data Special Access Service - Transmission Parameter Limits and Interface Combinations

Issued: Issue 2, February 1993

GR-342-CORE, Issue 1 High Capacity Digital Special Access Service - Transmission Parameters Limits and Interface Combinations

Issued: December 1995

SR-307 Common Language NC/NCI Dictionary

Issued: Issue 7, September 2008

GR-506-CORE, Issue 3 Signaling for Analog Interfaces (LSSGR)

Issued: December 2011

GR-54-CORE, Issue 1 DSI High Capacity Digital Service End User Metallic Interface Specifications

Issued: December 1995

GR-905-CORE, Issue 18 Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Available: December 2015

TR-TSV-001370 Generic Requirements for Exchange Access Frame Relay PVC Service

Issued: Issue 1, May 1993

GR-394-CORE Issue 8 Switching System Generic Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP)

Issued: December 2007

## ACCESS SERVICE

REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)

GR-2936-CORE Issue 3 Local Number Portability (LNP) Capability Specification  
Service Provider Portability  
Issued: November 1997

ST-TEC-000053 Telecommunications Transmission Engineering Volume 3 -  
Networks and Services (Chapters 6 and 7)  
Third Edition  
Issued: August 1989

The following technical publication is referenced in this tariff and may be obtained from the National Exchange Carrier Association, Inc., Director - Access Tariffs, 80 So. Jefferson Road, Whippany, NJ 07981 and the Federal Communications Commission's commercial contractor.

PUB AS No. 1, Issue II Access Service  
Issued: May 1984  
Addendum: March 1987

The following publications are referenced in this tariff and may be obtained from the U.S. Government Printing Office, Superintendent of Documents, Document Control Branch, 732 North Capitol Street, NW, Washington, DC 20401-0001, or from the Telecommunications Service Priority (TSP) Program Office (send e-mail request to [tsp@hq.dhs.gov](mailto:tsp@hq.dhs.gov)).

Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook, National Communications System (NCSH 3-1-2).

Issued: July 1990  
Revised: December 10, 2000

Telecommunication Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual, National Communications System (NCSM 3-1-1).

Issued: July 1990  
Revised: May 5, 2000



## ACCESS SERVICE

REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)

The following technical publications are referenced in this tariff and may be obtained from the Alliance for Telecommunications Industry Solutions (ATIS), 1200 G Street N.W., Suite 500, Washington, DC 20005 ([www.atis.org](http://www.atis.org))

ATIS-0600410.2001 (R2011), Network to Customer Installation Interfaces - Digital Data at 64 Kbit/s and Subrates

ATIS-0900102.1993 (R2010), Digital Hierarchy - Electrical Interfaces.

ATIS-0900105.2008, Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats.

ATIS-1000602.1996 (R2009), Integrated Services Digital Network (ISDN) - Data-Link Layer Signaling Specification for Application at the User-Network Interface.

ATIS-1000618.1991 (R2008), Integrated Services Digital Network (ISDN) - Core Aspects of Frame Protocol for Use with Frame Relay Bearer Service.

ATIS-0600413.2009, Network To Customer Installation Interfaces - Asymmetric Digital Subscriber Line (ADSL) Metallic Interface.

Multiple Exchange Carrier Access Billing (MECAB) Guidelines  
Issued: September 2010

Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines  
Issued: March 2014

## ACCESS SERVICE

REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)

The following technical publication is referenced in this tariff and may be obtained from the Institute of Electrical and Electronics Engineers, Inc. (IEEE), 445 Hoes Lane, Piscataway, NJ 08854-4141 ([www.ieee.org](http://www.ieee.org)).

IEEE Std. 802.1D - 2004, Local and Metropolitan Area Networks Media Access Control (MAC) Bridges, Sections 7, 9, 17 and Annex G.

IEEE Std. 802.1Q - 2005, Local and Metropolitan Area Networks Virtual Bridged Local Area Networks, Sections 5 through 12 and Annexes E and G.

IEEE Std. 802.3 - 2008, Information Technology - Telecommunications and Information Exchange Between Systems - Local and Metropolitan Area Networks - Specific Requirements, Part 3: Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications, Sections 1 through 5.

The following IP/MPLS technical publications are referenced in this tariff and may be obtained from the Broadband Forum, 48377 Fremont Blvd. Suite 117, Fremont, CA 94538 ([www.broadband-forum.org](http://www.broadband-forum.org)).

The ATM Forum Technical Committee, ATM User-Network Interface (UNI) Signalling Specification, Version 4.1, af-sig-0061.002, April, 2002.

The ATM Forum Technical Committee, BISDN Inter Carrier Interface (B-ICI) Specification, Version 2.0 (Integrated), af-bici-0013.003, December, 1995.

The ATM Forum Technical Committee, Private Network - Network Interface Specification, Version 1.1 (PNNI 1.1) af-pnni-0055.002, April, 2002.

## ACCESS SERVICE

REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)

The following technical publications are referenced in this tariff and may be viewed online without charge on the Internet Engineering Task Force web site ([www.ietf.org](http://www.ietf.org)) using the "RFC Pages" link.

Request For Comments (RFC) 791, Internet Protocol, DARPA Internet Program Protocol Specification, September 1981.

Request For Comments (RFC) 1483, Multiprotocol Encapsulation over ATM Adaptation Layer 5, July 1993.

Request for Comments (RFC) 3261, SIP: Session Initiation Protocol, June 2002.

Request for Comments (RFC) 3262, Reliability of Provisional Responses in the Session Initiation Protocol (SIP), June 2002.

Request for Comments (RFC) 3263, Session Initiation Protocol (SIP): Location SIP Servers, June 2002.

Request for Comments (RFC) 3264, An Offer/Answer Model with the Session Description Protocol (SOP), June 2002.

Request for Comments (RFC) 3265, Session Initiation Protocol (SIP)- Specific Event Notification, June 2002.

Request for Comments (RFC) 3550, RTP:A Transport Protocol for Real-Time Applications, July 2003.

The following technical publications are referenced in this tariff and may be obtained from the International Telecommunication Union Telecommunication Standardization Sector (ITU-T) Place des Nations, 1211 Geneva 20, Switzerland ([www.itu.int/rec/T-REC-G/e](http://www.itu.int/rec/T-REC-G/e)).

ITU-T G.711 - November 1988, Pulse Code Modulation (PCM) of Voice Frequencies.

ITU-T G.723.1 - May 2006, Dual Rate Speech Coder for Multimedia Communications Transmitting at 5.3 and 6.3 kbit/s.

ITU-T G.729 - January 2007, Coding of Speech at 8 kbit/s Using Conjugate-Structure Algebraic-Code-Excited Linear Prediction (CS-ACELP).

ITU-T G.7041/Y.1303 - August 2005, Generic Framing Procedure (GFP).

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REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)

ITU-T G.983.1-January 2005, Broadband Optical Access Systems Based on Passive Optical Networks (PON).

ITU-T G.983.2-July 2005, ONT Management and Control Interface Specification for B-PON.

ITU-T G.983.3-March 2001, A Broadband Optical Access System with Increased Service Capability by Wavelength Allocation.

ITU-T G.983.4-November 2001, A Broadband Optical Access System with Increased Service Capability Using Dynamic Bandwidth Assignment.

ITU-T G.984.1-March 2008, Gigabit-Capable Passive Optical Networks (GPON): General Characteristics.

ITU-T G.984.2-March 2003, Gigabit-Capable Passive Optical Networks (GPON): Physical Media Dependent (PMD) Layer Specification.

ITU-T G.984.3-March 2008, Gigabit-Capable Passive Optical Networks (GPON): Transmission Convergence Layer Specification.

ITU-T G.984.4-February 2008, Gigabit-Capable Passive Optical Networks (GPON): ONT Management and Control Interface Specification.

ITU-T G.992.1-June 1999, Asymmetric Digital Subscriber Line (ADSL) Transceivers.

ITU-T G.992.3-January 2005, Asymmetric Digital Subscriber Line Transceivers 2 (ADSL2).

ITU-T G.992.4-July 2002, Splitterless Asymmetric Digital Subscriber Line Transceivers 2 (Splitterless ADSL2).

ITU-T G.992.5-January 2005, Asymmetric Digital Subscriber Line (ADSL) Transceivers-Extended Bandwidth ADSL2 (ADSL2+).

ITU-T G.993.2-February 2006, Very High Speed Digital Subscriber Line Transceivers 2 (VDSL2).

ITU-T G.8040/Y.1340 - September 2005, GFP Frame Mapping into Plesiochronous Digital Hierarchy (PDH).

## ACCESS SERVICE

REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)

The following technical publications are referenced in this tariff and may be obtained from the International Telecommunications Union Telecommunication Standardization Sector (ITU-T) Place des Nations, 1211 Geneva 20, Switzerland ([www.itu.int/rec/T-REC-H/e](http://www.itu.int/rec/T-REC-H/e)).

ITU-T H.225.0 - May 2006, Call Signalling Protocols and Media Stream Packetization for Packet-Based Multimedia Communication Systems.

ITU-T H.245 - June 2008, Control Protocol for Multimedia Communication.

ITU-T H.323 - June 2006, Packet-Based Multimedia Communications Systems.

The following technical publications are referenced in this tariff and may be obtained from the International Telecommunication Union Telecommunication Standardization Sector (ITU-T) Place des Nations, 1211 Geneva 20, Switzerland ([www.itu.int/rec/T-REC-I/e](http://www.itu.int/rec/T-REC-I/e)).

ITU-CCITT I.233.1-1992, Integrated Services Digital Network (ISDN) General Structure and Service Capabilities, Frame Mode Bearer Services.

ITU-CCITT I.233.2-1992, Integrated Services Digital Network (ISDN) General Structure and Service Capabilities, ISDN Frame Switching Bearer Service.

ITU-CCITT I.370-1991, Integrated Services Digital Network (ISDN) Overall Network Aspects and Functions, ISDN User-Network Interfaces, Congestion Management for the ISDN Frame Relaying Bearer Service.

The following technical publications are referenced in this tariff and may be obtained from the International Telecommunication Union Telecommunication Standardization Sector (ITU-T) Place des Nations, 1211 Geneva 20, Switzerland ([www.itu.int/rec/T-REC-Q/e](http://www.itu.int/rec/T-REC-Q/e)).

ITU-T Q.933-February 2003, Series Q: Switching and Signalling Digital Subscriber Signalling System No.1 - Network Layer, ISDN Digital Subscriber Signalling System No.1 (DSS1)- Signalling Specifications from Frame Mode Switched and Permanent Virtual Connection Control and Status Monitoring.

The following technical publication is referenced in this tariff and may be obtained from the Metro Ethernet Forum (MEF) 6033 W. Century Boulevard, Suite 1107, Los Angeles, CA 90045 ([www.metroethernetforum.org](http://www.metroethernetforum.org)).

Implementation Agreement MEF 23.1, Carrier Ethernet Class of Service - Phase 2, January 2012.

## ACCESS SERVICE

1. Application of Pricelist

- 1.1 This pricelist contains regulations, rates and charges applicable to the provision of Special Access and Public Packet Data Network, hereinafter referred to collectively as service(s). These services are provided to customers by the Issuing Carriers of this pricelist, hereinafter referred to as the Telephone Company. This pricelist also contains Access Ordering regulations and charges that are applicable when these services are ordered or modified by the customer.
- 1.2 The provision of such services by the Telephone Company as set forth in this pricelist does not constitute a joint undertaking with the customer for the furnishing of any service.

## ACCESS SERVICE

2. General Regulations2.1 Undertaking of the Telephone Company2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages under this pricelist.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the service it provides.
- (C) The Telephone Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this pricelist.
- (E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this pricelist.

2.1.2 Limitations(A) Assignment or Transfer of Services

The customer may assign or transfer the use of services provided under this pricelist only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

- (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such service, if any.

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this pricelist shall apply to such assignee or transferee.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.2 Limitations (Cont'd)(A) Assignment or Transfer of Services (Cont'd)

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

(B) Use and Restoration of Services

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

(C) Sequence of Provisioning

Subject to compliance with the rules mentioned in (B), preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

The first-come, first-served sequence shall be based upon the received time and date recorded, by stamp or other notation, by the Telephone Company on customer access orders. These orders must contain all the information as required for each respective service as delineated in other sections of this pricelist. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Telephone Company will attempt to seek such missing information or clarification on a verbal basis.

2.1.3 Liability(A) Limits of Liability

The Telephone Company's liability, if any, for its willful misconduct is not limited by this pricelist. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (G), following, the Telephone Company's liability if any, shall not exceed an amount equal to the



## ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability (Cont'd)(A) Limits of Liability (Cont'd)

proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this pricelist as a Credit Allowance for a Service Interruption.

(B) Acts or Omissions

The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(C) Damages to Customer Premises

The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.

(D) Indemnification of Telephone Company(1) By the End User

The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this pricelist, involving:

- (a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- (b) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end users or customer or;
- (c) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this pricelist.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability (Cont'd)(D) Indemnification of Telephone Company (Cont'd)(2) By the Customer

The Telephone Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this pricelist, involving:

- (a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
- (b) Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or customer or;
- (c) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this pricelist.

(E) Explosive Atmospheres

The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

(F) No License Granted

No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this pricelist. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this pricelist and will indemnify such customer for any damages awarded based solely on such claims.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.3 Liability (Cont'd)(G) Circumstances Beyond the Telephone Company's Control

The Telephone Company's failure to provide or maintain services under this pricelist shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for Service Interruptions as set forth in Section 2.4.4, following.

2.1.4 Provision of Services

The Telephone Company will provide to the customer, upon reasonable notice, services offered in other applicable sections of this pricelist at rates and charges specified therein. Services will be made available to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's telephone exchange services.

2.1.5 Facility Terminations

The services provided under this pricelist will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer designated premises. Such wiring or cable will be installed by the Telephone Company to the Point of Termination. Moves of the Point of Termination at the customer designated premises will be as set forth in Section 4.2.3, following.

2.1.6 Service Maintenance

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

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing service under this pricelist.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.7 Changes and Substitutions (Cont'd)

Such actions may include, without limitation:

- substitution of different metallic facilities,
- substitution of carrier or derived facilities for metallic facilities, used to provide other than metallic facilities,
- substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities,
- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Telephone Company.

The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with customer to determine reasonable notification procedures.

2.1.8 Refusal and Discontinuance of Service

- (A) If a customer fails to comply with Section 2.1.6, preceding (Service Maintenance) or Sections 2.3.1, 2.3.4, 2.3.6, 2.3.11, 2.4.1 or 2.5, following (respectively, Damages; Availability for Testing; Balance; Jurisdictional Report and Certification Requirements; Payment of Rates, Charges and Deposits; or Connections), including any customer's failure to make payments on the date and times therein specified, the Telephone Company may, on thirty (30) calendar days written notice by Certified U.S. Mail or overnight delivery to the person designated by that customer to receive such notices of noncompliance, take the following actions:
- refuse additional applications for service and/or refuse to complete any pending orders for service, and/or
  - discontinue the provision of service to the customer

In the case of discontinuance all applicable charges, including termination charges, shall become due.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (B) In addition to and not in limitation of the provisions in (A), above, if a customer fails to comply with Section 2.4.1, following (Payment of Rates, Charges and Deposits), including any payments to be made by it on the dates and times therein specified, the Telephone Company may take the actions specified in (A), above, with regard to services provided hereunder to that customer on fifteen (15) calendar days written notice to the person designated by that customer to receive such notices of noncompliance, such notice period to start the day after the notice is sent by overnight delivery, if the customer has not complied with respect to amounts due in a subject bill or subject deposit request and either:
- (1) the Telephone Company has sent the subject bill to the customer within seven (7) business days of the bill date; or
  - (2) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before notice under this section is given; or
  - (3) the Telephone Company has sent the subject deposit request to the customer more than fifteen (15) business days before notice under this section is given.

In all other cases, the Telephone Company will give thirty (30) calendar days written notice pursuant to (A), above. The Telephone Company will maintain records sufficient to validate the date upon which a bill or deposit request was sent to the customer. Action specified in (A), above, will not be taken with regard to the subject bill or subject deposit request if the customer cures the noncompliance prior to the expiration of the fifteen (15) or thirty (30) days' notice period, as applicable.

- (C) If notice is given by overnight delivery under (A) or (B), above, it shall be performed by a reputable overnight delivery service such as, or comparable to, the U.S. Postal Service Express Mail, United Parcel Service, or Federal Express.
- (D) The provisions in (A) and (B), above, shall not apply to charges that a customer does not pay based on the submission of a good faith dispute pursuant to Section 2.4.1(D), following (Billing Disputes).

## ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (E) If a customer fails to comply with Section 2.2.2, following (Unlawful and Abusive Use), the Telephone Company may, upon written request from a customer, or another exchange carrier, terminate service to any subscriber or customer identified as having utilized service provided under this pricelist in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Telephone Company as provided for in its general and/or local exchange service pricelists.

In such instances when termination occurs the Telephone Company shall be indemnified, defended and held harmless by any customer or Exchange Carrier requesting termination of service against any claim, loss or damage arising from the Telephone Company's actions in terminating such service, unless caused by the Telephone Company's negligence.

- (F) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the customer fails to comply with Section 2.2.1, following (Interference or Impairment), the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Telephone Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, Credit Allowance for Service Interruptions as set forth in Section 2.4.4, following, is not applicable.
- (G) When access service is provided by more than one Telephone Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

## (G) (Cont'd)

When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable pricelist provisions, the pricelist regulations of the end office Telephone Company shall apply for joint service discontinuance.

- (H) If the Telephone Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying customer without further notice.

2.1.9 Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removals or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out.

Generally, such activities are not individual customer service specific, but may affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.10 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.11 Provisions and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the customer six (6) months' notice, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

2.2 Use2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this pricelist shall not:

- interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or the public.

2.2.2 Unlawful and Abusive Use

- (A) The service provided under this pricelist shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- (1) the use of the service of the Telephone Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- (2) the use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.



## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer2.3.1 Damages

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

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this pricelist shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this pricelist at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company facilities used to provide services.

2.3.4 Availability for Testing

Access to facilities used to provide services under this pricelist shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in Section 2.4.4(C)(4), following, no credit will be allowed for any interruptions involved during such tests and adjustments.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.5 Limitations of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

2.3.6 Balance

All signals for transmission over the facilities used to provide services under this pricelist shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloch-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

2.3.7 Design of Customer Services

Subject to the provision of Section 2.1.7, preceding (Changes and Substitutions), the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.8 References to the Telephone Company

The customer may advise end users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

2.3.9 Claims and Demands for Damages

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

## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.9 Claims and Demands for Damages (Cont'd)

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

2.3.10 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.11 Jurisdictional Report and Certification Requirements(A) Certification Requirements - Special Access and Public Packet Data Network Services

When the customer orders Special Access Service or Public Packet Data Network Service and the customer certifies to the Telephone Company in writing that more than ten percent of the traffic is interstate, the service is considered to be interstate and is provided under this pricelist.

Following initial certification, should the jurisdictional nature of the customer's Special Access or Public Packet Data Network Services change, the customer should inform the Telephone Company in writing of the change. The effective date of the change will be the date the Telephone Company receives the customer's notice of change. No charge applies for the jurisdictional change.

(B) Disputes Involving Jurisdictional Certification - Special Access and Public Packet Data Network Services

If a dispute arises concerning the certification of projected interstate traffic as described in (A) above, the Telephone Company will ask the customer to provide the data the customer used to determine that more than ten percent of the traffic is interstate. The customer shall supply the data within thirty (30) days of the Telephone Company request. If the reply results in a jurisdictional change of a Special Access Service or Public Packet Data Network Service, the effective date of the change will be the date the Telephone Company receives the customer's reply. There is no charge when the customer's reply results in a jurisdictional change in the Special Access or Public Packet Data Network Service.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Rates, Charges and Deposits(A) Deposits

The Telephone Company will only require a customer that has a proven history of late payments to the Telephone Company or that does not have established credit to make a deposit as a guarantee of the payment of rates and charges. Such deposit may be required prior to establishing a service or at any time after the provision of a service to the customer. For purposes of this section, a proven history of late payments is defined as two (2) or more occasions within the preceding twelve (12) months in which payment for undisputed charges was not received within three (3) business days following the payment due date, provided the outstanding undisputed amount of each such individual unpaid bill represented at least ten (10) percent of the total charges on that individual bill. The Telephone Company will provide notice via overnight delivery to the person designated by the customer to receive such notice of the requirement to pay a deposit. The customer will be required to make payment of such deposit prior to the provision of service in those cases where the customer has not established credit with the Telephone Company, or otherwise within fifteen (15) business days of such notice. Such notice period will start the day after the notice is sent by overnight delivery.

No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. For new service(s) being established, such deposit will not exceed the estimated rates and charges for a two-month period. For existing service(s), such deposit will not exceed the actual rates and charges for a two-month period associated with each individual bill that met the criteria for late payments above. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(A) Deposits (Cont'd)

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in (C)(2)(a) or in (C)(2)(b), following, whichever is lower.

The rate will be compounded daily for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

(B) Bill Dates

The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this pricelist attributable to services established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for service under this pricelist), the period of service each bill covers, and the payment date will be as follows:

The Telephone Company will establish a bill day each month for each customer account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days' notice or initiated by the Telephone Company more than twice in any consecutive 12-month period.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(B) Bill Dates (Cont'd)

The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in immediately available funds by the payment date, as set forth in (C), following. If payment is not received by the payment date, a late payment penalty will apply as set forth in (C), following.

(C) Payment Dates and Late Payment Penalties

- (1) All bills dated as set forth in (B), preceding, for service provided to the customer by the Telephone Company, are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the customer does not receive a bill at least 20 days prior to the 31 day payment due date, then the bill shall be considered delayed

ACCESS SERVICE

2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(C) Payment Dates and Late Payment Penalties (Cont'd)

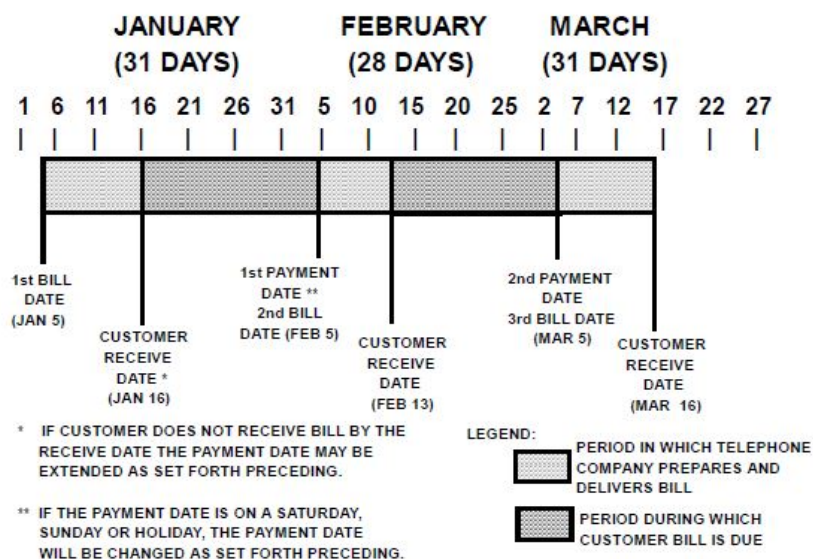
(1) (Cont'd)

When the bill has been delayed, upon request of the customer the due date will be extended by the number of days the bill was delayed. Such request of the customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:

- If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
- If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

**EXAMPLE: CALCULATION OF PAYMENT DATES**





## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(C) Payment Dates and Late Payment Penalties (Cont'd)

- (2) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Telephone Company after the payment date as set forth in (1) preceding, or if a payment or any portion of a payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the payment or the portion of the payment not received by the payment date times a late factor.

The late factor shall be the lesser of:

- (a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or
- (b) 0.000292 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

(D) Billing Disputes

- (1) A good faith dispute requires the customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the customer's bill, or, when available, by accessing the information on the Telephone Company's website, also shown on the customer's bill. Such a claim must identify, in detail, the basis for the dispute, and if the customer withholds the disputed amounts, it must identify the account number under which the bill is rendered, the date of the bill, and the specific items on the bill being disputed to permit the Telephone Company to investigate the merits of the dispute.
- (2) The date of the dispute shall be the date on which the customer furnishes the Telephone Company the account information required in (D)(1), above.

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Effective: July 1, 2020

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(D) Billing Disputes (Cont'd)

- (3) The date of resolution is the date the Telephone Company completes its investigation, provides written notice to the customer regarding the disposition of the claim, (i.e., resolved in favor of the customer or resolved in favor of the Telephone Company), and credits the customer's account, if applicable.
- (4) In the event that a billing dispute, concerning any charges billed to the customer by the Telephone Company, is resolved in favor of the Telephone Company, any payments withheld, pending settlement of the dispute, shall be subject to the late payment penalty set forth in (C)(2), above.
- (5) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute within ninety (90) days of the payment due date, penalty interest may be applicable.
  - (a) If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor. This amount will apply from the date of the customer's payment through the date on which the customer receives the disputed amount credit from the Telephone Company. The penalty factor shall be the lessor of:
    - (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or
    - (ii) 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.
  - (b) If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable.

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Effective: July 1, 2020

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(D) Billing Disputes (Cont'd)

(6) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute after ninety (90) days of the payment due date, penalty interest may be applicable.

(a) If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor. This amount will apply from the date of dispute through the date on which the customer receives the disputed amount credit from the Telephone Company. The penalty factor shall be the lesser of:

(i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or

(ii) 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

(b) If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable.

(E) Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this pricelist will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request, furnish within 30 days of a request and at no charge to the customer such detailed information as may reasonably be required for verification of any bill.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)(F) Rounding of Charges

When a rate as set forth in this pricelist is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month, except for the following, or as otherwise specified:

- Special Access Synchronous Optical Channel Service
- Frame Relay Access Service
- Asynchronous Transfer Mode Cell Relay Access Service Ports
- Ethernet Transport Service
- Internet Protocol Gateway Access Service

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an Individual Case Basis (ICB) as set forth in Section 6, following, is one month unless a different minimum period is established with the individual case filing.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.2 Minimum Periods (Cont'd)

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, except for Special Access Synchronous Optical Channel Service, and Frame Relay Access Service Optional Rate Plans, the applicable charge will be the lesser of (1) the Telephone Company's total non-recoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in other applicable sections of this pricelist.

2.4.4 Credit Allowance for Service Interruptions(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this pricelist or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be provided.

For the following services, any period during which the error performance is below that specified for the service will be considered as an interruption:

- Synchronous Optical Channel Service (OB, OD)

Service interruptions for Specialized Service or Arrangements provided under Section 6, following, shall be administered in the same manner as those set forth in this section, unless other regulations are specified with the individual case filing.

Credit allowances are computed as follows:

(1) Special Access Service Rate Elements

Except as provided for in Section 9.3.4(A)(3), following, for Ethernet Transport Service Real Time Class of Service/Quality of Service, for Special Access Services other than Program Audio and Video Services, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies (Cont'd)(1) Special Access Service Rate Elements (Cont'd)

The monthly charges used to determine the credit shall be as follows:

(a) Two-point Services

For two-point services, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., two channel terminations, channel mileage and optional features and functions).

(b) Multipoint Services

For multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative (i.e., a channel termination per customer designated premises, channel mileage and optional features and functions).

(c) Multiplexed Services

For multiplexed services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service to the hub and any individual services from the hub. For Special Access, those charges include Channel Termination, Channel Mileage, and optional features and functions.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies (Cont'd)(1) Special Access Service Rate Elements (Cont'd)(c) Multiplexed Services (Cont'd)

When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the hub, or wire center equipped for Add/Drop Multiplexing, to a customer premises, Telephone Company central office, WATS office, or Public Packet Data Network Service.

(d) Public Packet Data Network Services

Except as provided for in Section 9.3.4(A)(3), following, for Ethernet Transport Service Real Time Class of Service/Quality of Service, for Public Packet Data Network Services rate elements, the monthly charge shall be the total of all the monthly rate element charges associated with the services.



## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(B) When a Credit Allowance Applies (Cont'd)(2) Credit Allowances Cannot Exceed Monthly Rate

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B), preceding, applies.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.4 Credit Allowance for Service Interruptions (Cont'd)(C) When a Credit Allowance Does Not Apply (Cont'd)

- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 3 for Special Construction. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, that would result in credit in an amount less than one dollar.

(D) Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer must pay the pricelisted rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence(A) Nonrecurring Charges Do Not Apply

Nonrecurring charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same customer.
- (3) The service is at the same location on the same premises.
- (4) The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.)

(B) Nonrecurring Charges Apply

Nonrecurring charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

2.4.6 Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this pricelist does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided By More Than One Telephone Company

When an Access Service is provided by more than one telephone company, the telephone companies involved will mutually agree upon one of the billing methods as set forth in (B) (1) and (2), following, based on the service being provided. The telephone companies will notify the customer in writing of the billing method being used. The customer will place the order for the service as set forth in Section 3.3, following, dependent upon the billing method.

(A) Non Meet Point Billing/Feature Group A

Non Meet Point Billing under a Revenue Sharing Agreement is the generally accepted billing method for Feature Group A Switched Access Service. At the agreement of the participating telephone companies, Meet Point Billing may apply to jointly provided Feature Group A services as set forth in (B), following.

(1) Single Company Billing/Revenue Sharing

All telephone companies jointly providing Feature Group A service will receive an order or a copy of the order, from the customer, as specified in Section 3.3.1(A), following. The telephone company that provides the dial tone will arrange to provide the service, determine the applicable charges and bill the customer for the entire service in accordance with its Access Services pricelist as provided for under a Feature Group A Revenue Sharing Agreement.

(B) Meet Point Billing

Meet Point Billing is required when an access service is provided by multiple telephone companies for Feature Groups B, C, and D Special Access.

Each telephone company jointly providing the access service will receive an order or a copy of the order from the customer as specified in Section 3.3.2, following, and arrange to provide the service.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)(B) Meet Point Billing (Cont'd)

For usage rated access services, the access minutes of use will be determined by each company. A company without recording capability may obtain detailed access usage records from the recording company to develop its access minutes.

The Bill Rendering Company in a single bill arrangement for Feature Groups B, C, and D Switched Access Services, is normally the end user's end office, and for WATS usage the Bill Rendering Company is normally the WATS Serving Office. The name of the Bill Rendering Company will be included in the meet point billing notification provided to the customer by all the telephone companies on all meet point billed services.

The non Bill Rendering Company(s) is any telephone company(s) in whose territory a segment of the Local Transport or Channel Mileage is provided and/or where the customer's Point of Termination is located.

There are two Meet Point Billing Options -- Single Bill and Multiple Bill. These billing options are explained in (1) and (2) following. The Single Bill option is the preferred method. However, when the Single Bill option cannot be agreed to by all telephone companies providing service, the Multiple Bill option is the default.

Each telephone company must provide meet point billing notification to the customer, in writing, when new service is ordered or thirty days prior to changing an existing meet point arrangement. The notification should include the following:

- the Meet Point Billing Option that will be used,
- the telephone company(s) that will render the bill(s)
- the telephone company(s) to whom payment(s) should be remitted, and
- the telephone company(s) that will provide the bill inquiry function.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)(B) Meet Point Billing (Cont'd)

A telephone company that renders a meet point bill, the Bill Rendering Company, will render the bill in accordance with the industry standards as described in the Multiple Exchange Carrier Access Billing (MECAB) Guidelines and the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines. The bill will identify the other telephone company(s) providing service (when applicable) and include cross reference(s) to common circuit identifiers. Should a billing dispute arise, the terms and conditions of the Bill Rendering Company will apply.

(1) Single Bill Option

The Single Bill option allows the customer to receive one bill for access services that are provided by more than one company. The Single Bill option provides the following two billing alternatives:

- Single Bill/Multiple Pricelist, and
- Single Bill/Single Pricelist

These options are described following in (a) and (b) respectively.

(a) Single Bill/Multiple Pricelist

The Single Bill/Multiple Pricelist bill is prepared by the Bill Rendering Company but reflects all rates and charges for each connecting company's part of the service based on each company's access pricelist.

The Bill Rendering Company will:

- determine and include all recurring and nonrecurring rates and charges for each involved telephone company;
- identify each involved telephone company's rates and charges separately on the bill;

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)(B) Meet Point Billing (Cont'd)(1) Single Bill Option (Cont'd)(a) Single Bill/Multiple Pricelist (Cont'd)

- forward the bill to the customer and provide a copy of the bill or other substantiation of the charges to the connecting telephone companies; and
- advise the customer how to remit the payment, either directly to each telephone company involved in the provision of this meet point billed service, or, as a single payment made to the Bill Rendering Company. If payments are to be sent directly to the Bill Rendering Company, the non Bill Rendering Company(s) will provide the customer with written authorization for the payment arrangement.

(b) Single Bill/Single Pricelist

The Single Bill/Single Pricelist bill provides a meet point bill that is billed completely at the Bill Rendering Company's pricelist rates and regulations.

The Bill Rendering Company will:

- determine and include on the access bill all usage data and all other recurring and nonrecurring rates and charges per its access pricelist; and
- forward the bill to the customer.

The customer will remit the payment to the Bill Rendering Company.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)(B) Meet Point Billing (Cont'd)(2) Multiple Bill Option

Under the Multiple Bill option, each company providing the access service will render an access bill to the customer for its portion of the service based on its access pricelist rates and regulations.

Each company will:

- prepare its own bill;
- determine its charge(s) for Channel Mileage as set forth in (3) following;
- determine and include all recurring and nonrecurring rates and charges of its access pricelist; and
- forward its bill to the customer.

The customer will remit payment directly to each Bill Rendering Company.

(3) Determination of Meet Point Billed Local Transport and Channel Mileage Charges

For Ethernet Switched Access Local Transport, each telephone company's portion of the Local Transport and Channel Mileage will be developed as follows:

- (a) Determine the appropriate Local Transport or Channel Mileage by computing the number of airline miles between the telephone company premises (end office, access tandem or serving wire centers for Switched Access or serving wire centers for Special Access) using the V&H method set forth respectively in Section 4.2.5, following.



## ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)(B) Meet Point Billing (Cont'd)(3) Determination of Meet Point Billed Local Transport and Channel Mileage Charges (Cont'd)

(b) Determine the billing percentage (BP), as set forth in National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4, which represents the portion of the service provided by each telephone company.

(c) For Special Access, multiply the number of airline miles, as set forth in (a) preceding, times the BP for each telephone company, as set forth in (b) preceding, times the Channel Mileage Facility rate and add the Channel Mileage Termination rate.

The Special Access Channel Mileage Termination rate and Nonrecurring Charges are applied as set forth in Sections 4.2.1(B)(2) and 4.2.2(C), following. (Note: The BP is not applied to either the Channel Mileage Termination rate or any Nonrecurring Charge.)

(d) When three or more telephone companies are involved in providing an Access Service, the intermediate telephone company(s) will determine the charges as set forth in (c), preceding. Additionally, when a segment of the Channel Mileage Facility is measured to the intermediate office(s), Channel Mileage Termination rates are also applied at the intermediate telephone company(s) office(s).

2.5 Connections

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Switched, Special, and Public Packet Data Network Access Services furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No.1 and in Section 2.1, preceding.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions

Certain terms used herein are defined as follows:

800 Data Base Access Service

The term "800 Data Base Access Service" denotes a service which uses a data base system to identify 800 access customers on a 10-digit basis. For purposes of administering the rules and regulations set forth in this pricelist regarding the provision of 800 Database Access, except where otherwise specified, 800 Database Access Service shall include the following service access codes 800, 888, 877, 866, 855, 844, 833, and 822.

800 Series

The term 800 series denotes the service access codes of 800, 888, 877, 866, 855, 844, 833, and 822.

Access Code

The term "Access Code" denotes a uniform access code assigned by the telephone company to an individual customer in the form 101XXXX and 950-XXXX.

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes customer usage of exchange facilities in the provision of intrastate interLATA or intraLATA service. On the originating end of an intrastate interLATA or intraLATA call, usage is measured from the time the originating end user's call is delivered by the telephone company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an intrastate interLATA or intraLATA call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate interLATA or intraLATA call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a telephone company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer designated premises.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Add/Drop Multiplexing

The term “Add/Drop Multiplexing” denotes a multiplexing function offered in connection with SONET that allows lower level signals to be added or dropped from a high speed optical carrier channel in a wire center. The connection to the add/drop multiplexer is via a channel to a Central Office Port at a specific digital speed (i.e., DS3, DS1, etc.).

Advanced Intelligent Network (AIN)

The term “Advanced Intelligent Network (AIN)” denotes a telecommunications network architecture that uses databases to facilitate call processing, call routing, and network management, allowing carriers to change the routing of both inbound and outbound calls from moment to moment.

Aggregator

The term “Aggregator” denotes any entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Asymmetric Digital Subscriber Line (ADSL)

The term “Asymmetric Digital Subscriber Line (ADSL)” denotes an access technology that allows voice and high speed data to be sent simultaneously over local exchange service facilities. ADSL supports transmission of data signals at a different speed when receiving data (downstream rate) than when sending data (upstream rate).

Asynchronous Transfer Mode (ATM)

The term “Asynchronous Transfer Mode (ATM)” denotes a high speed networking technology that utilizes fixed-length cells. ATM is connection-oriented and provides traffic routing prioritization parameters which enable different types of traffic such as voice, data, and video to be carried over the same network.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Automatic Number Identification (ANI)

The term "Automatic Number Identification (ANI)" denotes the Multi-Frequency (MF) signaling parameter that identifies the billing number of the calling party.

Balance (100 Type) Test Line

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing.

Bearer Channel

The term "Bearer Channel" denotes a basic communications channel with no enhanced or value-added service included other than the bandwidth transmission capability provided with the channel.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy, union contract, and location. To determine such hours for an individual company, or company location, that company should be contacted at the address shown under the Issuing Carrier's name listed on the Title pages preceding.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the customer specified maximum amount of Switched Access Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group ordered. This customer specified BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths for the Feature Group ordered.

Call

The term "Call" denotes a customer attempt for which complete address information (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Calling Party Number (CPN)

The term "Calling Party Number (CPN)" denotes the SS7 signaling parameter that identifies the subscriber line number or directory number of the calling party.

Carrier Identification Code (CIC)

The term "Carrier Identification Code (CIC)" denotes a numeric code assigned by the North American Numbering Plan (NANP) Administrator for the provisioning of Feature Group B or D Switched Access Services. The numeric code is unique to each carrier and is used by the telephone company to route switched access traffic to the Customer Designated Premises.

Carrier or Common Carrier

See Interexchange Carrier.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Cell

The term "Cell" denotes the fixed-length packet used to carry data across an Asynchronous Transfer Mode (ATM) network. A "Cell" consists of 53 bytes, five of which carry header information.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Central Office

See End Office.

Central Office Maintenance Technician

The term "Central Office Maintenance Technician" denotes a telephone company employee who performs installation and/or repair work, including testing and trouble isolation, within the telephone company Central Office.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's Telephone Exchange Service when dialed on a local basis.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

Channelize

The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower band-width or lower speed channels.

Charge Number (CN)

The term "Charge Number (CN)" denotes the SS7 signaling parameter that identifies the billing telephone number of the calling party.

Clear Channel Capability

The term "Clear Channel Capability" denotes the ability to transport twenty-four 64 Kbps over a DS1 Mbps High Capacity service via a B8ZS line code format.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

Committed Information Rate

The term "Committed Information Rate" denotes the transmission speed specified by the customer at which the Frame Relay Access Service network commits to transfer data between two ports.

Common Channel Signaling (CCS)

The term "Common Channel Signaling (CCS)" denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service pricelist of the telephone company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service pricelist. A common line-business is a line provided under the business regulations of the general and/or local exchange service pricelists.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the telephone company.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this pricelist, including but not limited to End Users, Interexchange Carriers (ICs), and other telecommunications carriers or providers originating or terminating Toll VoIP-PSTN Traffic.

Customer Node

The term "Customer Node" denotes Telephone Company provided equipment located at a customer designated premises that terminates a high speed optical channel.

Customer Designated Premises

The term "Customer Designated Premises" denotes the premises specified by the customer for the provision of Access Service.

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

Decibel Reference Noise C-Message Referenced to 0

The term "Decibel Reference Noise C-Message Referenced to 0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.



## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Telephone Company.

Digital Subscriber Line (DSL)

The term "Digital Subscriber Line (DSL)" denotes an access technology that allows simultaneous voice and high speed data to be sent over local exchange service facilities.

Digital Switched 56 Service

The term "Digital Switched 56 Service" denotes a switched access optional feature, available with Feature Group C and D Access, which provides for data transmission at up to 56 Kilobits per second.

Direct Trunked Transport

The term "Direct Trunked Transport" denotes transport from the serving wire center to the end office or from the serving wire center to the access tandem on circuits dedicated to the use of a single customer.

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of Switched Access Feature Group A. It may be utilized when Feature Group A is being used in the terminating direction (from the point of termination with the customer to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the customer in the form of Dual Tone Multifrequency signals.

Echo Control

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

Effective 2-Wire

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to ensure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

Effective 4-Wire

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the telephone company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer's premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the 2-wire interface combines the transmission paths into a single path.

End Office

The term "End Office" denotes a local telephone company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. This term includes Remote Switching Modules/Systems served by a Host Central Office in a different wire center.

End User

The term "End User" means any customer of an intrastate telecommunications service that is not a carrier, except that a carrier other than the telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Enhanced Service

The term "Enhanced Service", as defined in Part 64 of the F.C.C.'s Rules and Regulations, are services "...offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information."

Entrance Facility

The term "Entrance Facility" denotes a Switched Access Service dedicated local transport facility between the customer's serving wire center and the customer designated premises.

Entry Switch

See First Point of Switching.

Envelope Delay Distortion

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel.

Equal Level Echo Path Loss (ELEPL)

The term "Equal Level Echo Path Loss (ELEPL)" denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP). [ELEPL = EPL - TLP (send) + TLP (receive).]

Ethernet

The term "Ethernet" denotes a high speed networking technology utilizing a packet-based Ethernet protocol. Ethernet enables broadband multimedia traffic (i.e., voice, data, and video) to be carried over the same network.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Exchange

The term "Exchange" denotes a unit generally smaller than a local access and transport area, established by the telephone company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of a telephone company's exchange area to include nearby exchanges. One or more designated exchanges comprise a given local access and transport area.

Exit Message

The term "Exit Message" denotes an SS7 message sent to an end office by a telephone company's tandem switch to mark the Carrier Connect Time when a telephone company's tandem switch sends an Initial Address Message to an interexchange customer.

Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specified the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Extended Area Service

See Exchange.

Extended PVC

The term "Extended PVC" denotes the interconnection of a port on a Telephone Company's frame relay network with a port on another interconnected Telephone Company's frame relay network.

First Point of Switching

The term "First Point of Switching" denotes the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the customer designated premises to the terminating end office and, at the same time, the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer designated premises.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Frame

The term “Frame” denotes a group of data bits in a specific format, which enables network equipment to recognize the meaning and purpose of the specific bits.

Frame Relay Access Connection

The term “Frame Relay Access Connection” denotes the physical facility, including the associated port, between the end user’s data terminal equipment and the Telephone Company’s frame relay switch.

Frame Relay Access Service

The term “Frame Relay Access Service” denotes a medium-speed, connection-oriented packet-switched data service that allows for the interconnection of Local Area Networks or other compatible customer premises equipment for the purpose of connecting to an interstate frame relay network.

Frame Relay End User Port

The term “Frame Relay End User Port” denotes the physical location in the Telephone Company switching office where the Special Access facility of the customer connects to the Frame Relay Access Service network. It specifies how a frame relay switch sends and receives data from a frame relay end user customer’s LAN or other compatible CPE devices.

Frame Relay Inter-network Connection

The term “Frame Relay Inter-network Connection” denotes the physical facility, including the associated port, between the access customer’s frame relay network and the Telephone Company’s frame relay switch.

Frame Relay Inter-network Customer Port

The term “Frame Relay Inter-network Customer Port” denotes the physical location in the Telephone Company switching office where the access customer’s Special Access facility connects to the Telephone Company’s Frame Relay Access Service network. It specifies how a frame relay switch sends and receives data from a frame relay access customer’s network.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Frequency Shift

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

Grandfathered

The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this pricelist, and which are considered grandfathered under Part 68 of the F.C.C.'s Rules and Regulations.

Host Central Office

The term "Host Central Office" denotes an electronic local telephone company End Office where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. Additionally, this type of End Office contains the central call processing functions which service itself and its Remote Switching Modules/Systems.

Hub

The term "Hub" denotes a wire center at which bridging or multiplexing functions are performed for customers served out of any wire center.

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4-wire portion of the transmission path, including the hybrid, are not included in the specification.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis (ICB)

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this pricelist are developed based on the circumstances in each case.

Initial Address Message

The term "Initial Address Message" denotes an SS7 message sent in the forward direction to initiate trunk set up, reserve an outgoing trunk and process the information about that trunk along with other data relating to the routing and handling of the call to the next switch.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

Installations and Repair Technician

The term "Installation and Repair Technician" denotes a telephone company employee who performs installation and/or repair work, including testing and trouble isolation, outside of the telephone company Central Office and generally at the customer designated premises.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier (IC)" or "Interexchange Common Carrier" denote any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Intermediate Hub

The term "Intermediate Hub" denotes a wire center at which bridging or multiplexing functions are performed only for customers served by that wire center and wire centers that subtend the hub, as specified in National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Internet Protocol (IP) Signaling

The term "Internet Protocol (IP) Signaling" denotes a packet data-oriented protocol used for communicating call signaling information.

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Legal Holiday

The term "Legal Holiday" denotes days other than Saturday or Sunday for which the Telephone Company is normally closed. These include New Year's Day, Independence Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed and other locally observed holidays when the Telephone Company is closed.

Line Side Connection

The term "Line Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.



## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Number Portability (LNP)

The term "Local Number Portability (LNP)" denotes the ability of an end user of local exchange telecommunications service to retain an existing telephone number without impairment of quality, reliability, or convenience when switching from one local exchange telecommunications carrier to another.

Location Routing Number (LRN)

The term "Location Routing Number (LRN)" denotes a unique NPA-NXX-XXXX that serves as a routing number associated with a central office switch that has subscribers that have transferred their telephone numbers from one local exchange telecommunications carrier to another.

Local Area Network

The term "Local Area Network" denotes a network permitting the interconnection and intercommunication of a group of computers.

Loss Deviation

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty-six hours and fifteen minutes, the customer would be given a credit allowance for two, twenty-four hour periods for a total of forty-eight hours.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Message

The term "Message" denotes a "call" as defined preceding.

Milliwatt (102 Type) Test Line

The term "Milliwatt (102 Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the customer's premises from the telephone company end office.

MultiFrequency (MF) Signaling

The term "MultiFrequency (MF) Signaling" denotes an in-band signaling method in which call signaling information is transmitted between network switches using the same voice-band channel used for voice.

N-1 Carrier

The term "N-1 Carrier" denotes the telecommunications carrier, prior to the terminating carrier, responsible for querying an LNP database to determine the routing of a call for a number portable NXX code.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

Nonsynchronous Test Line

The term "Nonsynchronous Test Line" denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area code (Numbering Plan Area - NPA) and a seven-digit telephone number made up of a three-digit Central Office prefix plus a four-digit station number.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

Open Circuit Test Line

The term "Open Circuit Test Line" denotes an arrangement in an end office which provides an ac open circuit termination of a trunk or line by means of an inductor of several Henries.

Optical Carrier Channel

The term "Optical Carrier Channel" denotes the high speed optical communications path for transporting information utilizing a Synchronous Optical Channel platform. The channel is provided at transmission rates of 155.52 Mbps (OC3) and 622.08 Mbps (OC12).

Optical Carrier Rate (OC-N)

The term "Optical Carrier Rate (OC-N)" denotes the line rate being transmitted on an optical carrier channel. A SONET transmission rate is equivalent to "N" times the OC1 line rate of 51.84 Mbps.

Optical Carrier Rate Concatenated

The term "Optical Carrier Rate Concatenated" denotes the transmission of a combined signal formed by linking together multiple individual signals.

Optical Line Termination

The term "Optical Line Termination" denotes the network interface on the customer designated premises equipment that provides for an optical handoff.

Originating Direction

The term "Originating Direction" denotes the use of Access Service for the origination of calls from an End User Premises to a Customer's Premises.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Pay Telephone

The term "Pay Telephone" denotes a coin or coinless instrument provided in a public or semipublic place where Payphone Service Provider customers can originate telephonic communications and pay the applicable charges by (1) inserting coins into the equipment, or (2) using a credit card, or (3) third party billing the call or (4) calling collect.

Payphone Service Provider

The term "Payphone Service Provider" denotes an entity that provides pay telephone service, which is the provision of public, semi-public or inmate pay telephone service.

Permanent Virtual Connection (PVC)

The term "Permanent Virtual Connection (PVC)" denotes a software defined communications path between two port connections within the Frame Relay Access Service network.

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Point of Termination

The term "Point of Termination" denotes the point of demarcation within a customer designated premises at which the telephone company's responsibility for the provision of Access Service ends.

Premises

The term "Premises" denotes a building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

Release Message

The term "Release Message" denotes an SS7 message sent in either direction to indicate that a specific circuit is being released.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Remote Switching Modules/Systems

The term "Remote Switching Modules/Systems" denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an electronic Host Central Office. The Remote Switching Modules/Systems cannot accommodate direct trunks.

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

Registered Equipment

The term "Registered Equipment" denotes the Customer's Premises Equipment (CPE) which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Service Access Code

The term "Service Access Code" denotes a 3 digit code in the NPA format which is used as the first three digits of a 10 digit address and which is assigned for special network uses. Whereas NPA codes are normally used for identifying specific geographical areas, certain Service Access Codes have been allocated in the North American Numbering Plan to identify generic services or to provide access capability. Examples of Service Access Codes include the 800 and 900 codes.

Service Switching Point (SSP)

The term "Service Switching Point (SSP)" denotes an end office or tandem which, in addition to having SS7 and SP capabilities, is also equipped to query centralized data bases.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the customer designated premises would normally obtain dial tone from the Telephone Company.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Seven Digit Manual Test Line

The term "Seven Digit Manual Test Line" denotes an arrangement which allows the customer to select balance, milliwatt and synchronous test lines by manually dialing a seven digit number over the associated access connection.

Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the telephone company does not have appropriate cable, switching capacity, bridging, or multiplexing equipment, etc., necessary to provide the Access Service requested by the customer.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Signal-to-C-Notched Noise Ratio

The term "Signal-to-C-Notched Noise Ratio" denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

Signal Transfer Point (STP)

The term "Signal Transfer Point (STP)" denotes a packet switch which provides access to the telephone company's SS7 network and performs SS7 message signal routing and screening.

Signal Transfer Point (STP) Port

The term "Signal Transfer Point (STP) Port" denotes the point of termination and interconnection to the STP.

Signaling Point (SP)

The term "Signaling Point (SP)" denotes an SS7 network interface element capable of originating and terminating SS7 trunk signaling messages.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Signaling Point of Interface (SPOI)

The term "Signaling Point of Interface (SPOI)" denotes the customer designated location where the SS7 signaling information is exchanged between the Telephone Company and the customer.

Signaling Return Loss

The term "Signaling Return Loss" denotes the frequency weighted measure of return loss at the edges of the voice-band (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States and Puerto Rico.

Special Order

The term "Special Order" denotes an order for a Billing and Collection Service.

Standard PVC

The term "Standard PVC" denotes the connection of ports within the same Telephone Company frame relay network.

Study Area

The term "Study Area" denotes a geographic area within a state in which a Telephone Company operates. This geographic area normally does not cross state lines.

Subtending End Office of an Access Tandem

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Super Intermediate Hub

The term "Super Intermediate Hub" denotes a wire center at which bridging or multiplexing functions are performed for customers served by all wire centers in the LATA. A Super Intermediate Hub can be restricted to one or more designated NPAs within a LATA and/or to wire centers that are owned by the same telephone company as the hub. Super Intermediate Hubs and the wire centers they serve are identified in National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4.

Symmetric Digital Subscriber Line (SDSL)

The term "Symmetric Digital Subscriber Line (SDSL)" denotes an access technology that allows high speed data to be sent over local exchange service facilities. SDSL supports the transmission of data signals at the same speed when receiving data (downstream rate) and transmitting data (upstream rate).

Synchronous Optical Network (SONET)

The term "Synchronous Optical Network (SONET)" denotes a North American Standard for high speed synchronous optical channels having minimum transmission rates of 51.84 Mbps. The standard SONET optical carrier rate of 51.84 Mbps is called OC1; the equivalent electrical signal rate is called STS-1. SONET standardizes higher transmission bit rates, "OCN", as exact multiples of OC1 ( $N \times 51.84$  Mbps). For example, OC3 equals  $3 \times 51.84$  Mbps.

Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Synchronous Transport Signal (STS)

The term "Synchronous Transport Signal (STS)" denotes a 51.84 Mbps electrical signal used within the SONET optical carrier network. The signal consists of the information content and the overhead used by SONET. The overhead is used for controlling, framing, and maintaining the STS signal so it can be directly connected to other SONET carrier channels. STS signals are in exact multiples of 51.84 Mbps. (STS-1 is 51.84 Mbps, STS-3 is 155.52 Mbps, etc.)



## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Tandem Switched Transport

The term "Tandem Switched Transport" denotes transport from the tandem to the end office that is switched at a tandem.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from a Customer's Premises to an End User Premises.

Terminus Hub

The term "Terminus Hub" denotes a wire center at which bridging or multiplexing functions are performed only for customers served directly by the same wire center.

Throughput

The term "Throughput" denotes the number of data bits successfully transferred in one direction per unit of time.

Toll VoIP-PSTN Traffic

The term "Toll VoIP-PSTN Traffic" denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

Transmission Measuring (105 Type) Test Line/Responder

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

## ACCESS SERVICE

2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

Two-Wire to Four-Wire Conversion

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a central office switch).

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

WATS Serving Office

The term "WATS Serving Office" denotes a Telephone Company designated serving wire center where switching, screening and/or recording functions are performed in connection with the closed-end of WATS or WATS-type services.

Wireless Switching Center (WSC)

The term "Wireless Switching Center (WSC)" denotes a Wireless Service Provider (WSP) switching system that is used to terminate wireless stations for purposes of interconnection to each other and to trunks interfacing with the public switched telephone network.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

## ACCESS SERVICE

3. Access Ordering3.1 General

This section sets forth the regulations and order related charges for services set forth in other sections of this pricelist. Order related charges are in addition to other applicable charges for the services provided.

An Access Order is an order to provide the customer with Switched Access or Special Access Service or to provide changes to existing services.

An Access Order Quote is a quote to provide the customer with the service and design charges that will be associated with a specific Access Order.

The regulations, rates and charges for special construction are set forth in National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 3 and are in addition to the regulations, rates and charges specified in this section.

A customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service.

The customer shall provide to the Telephone Company the order information required in Section 3.2, following, and in addition the customer must also provide:

- Customer name and premises address(es).
- Billing name and address (when different from customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

3.1.1 Service Installation

The Telephone Company will provide the Access Service in accordance with the customer's requested service date, subject to the constraints established by the Telephone Company schedule of applicable service dates.

The Telephone Company shall make available to all customers, upon request, a schedule of applicable service intervals for Special Access Services. The schedule shall specify the applicable service interval for services and the quantities of services that can be provided by a requested service date. Any associated material will be provided upon request and within a reasonable period of time.

The Telephone Company will not accept orders for service dates which exceed the applicable service date by more than six months.

Access Services will be installed during Telephone Company business days. If a customer requests that installation be done outside of scheduled work hours, and the Telephone Company agrees to this request, the customer will be subject to applicable Additional Labor Charges as set forth in Section 10.2.3(A), following.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.1 General (Cont'd)3.1.2 Expedited Orders

When placing an Access Order, a customer may request a service date that is prior to the applicable service date. Additionally, a customer may also request an earlier service date on a pending Access Order. In this case, an access order modification as set forth in Section 3.4, following, would be required. If the Telephone Company determines that the service can be provided on the requested date and that additional labor cost are required to meet the requested service date, the customer will be notified and will be provided with an estimate of the additional charges involved. Charges will be billed at actual cost, not to exceed 10 percent over estimated charges. Such additional charges will be determined and billed to the customer as explained following.

To calculate the additional labor charges, the Telephone Company will, upon authorization from the customer to incur the additional labor charges, keep track of additional labor hours used to meet the request of the customer and will bill the customer at the applicable Additional Labor charges as set forth in Section 10.2.3(A), following.

To develop, determine, and bill the customer the extraordinary costs which may be involved, the Special Construction terms and conditions, as set forth in National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 3 will be used by the Telephone Company. Authorization to incur the costs and to bill the customer will be in accordance with the terms and conditions on National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 3.

When the request for expediting occurs subsequent to the issuance of the Access Order, a Service Date Change Charge as set forth in Section 10.2.1(B), following, also applies.

3.1.3 Selection of Facilities for Access Orders

When there are High Capacity facilities to a hub on order or in service for the customer's use, the customer may request a specific channel or transmission path be used to provide the Switched or Special Access Service requested in an Access Order. The Telephone Company will make a reasonable effort to accommodate the customer request.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.2 Ordering Requirements (Cont'd)3.2.1 Special Access Service

When placing an order for Special Access Service the customer must specify:

- The customer designated premises or hubs or ADM equipped wire centers involved;
- Type of service (e.g., Voice Grade, High Capacity, etc.);
- The channel interface(s);
- Technical specification package;
- Options desired;
- For multipoint services, the channel interface at each customer designated premises may, at the request of the customer, be different but all such interfaces shall be compatible; and,
- That the traffic consists of more than ten percent interstate traffic.

Where the Special Access Service is exempt from the Special Access Surcharge, as set for the in Section 4.3, following, the customer shall furnish written certification to that effect as set forth in Section 4.3.3.

When ordering bridging and/or multiplexing, the customer must specify the telephone company hub(s) from which they desire service. The customer must specify only those hubs that provide the type of service ordered and interconnect with the wire center(s) from which the customer requires service. The Wire Center section of National Exchange Carrier Association, Inc. Pricelist F.C.C. No.4 identifies hub types and multiplexing functions (e.g., Digital Data, High Capacity Multiplexing, Add/Drop Multiplexing) as well as hub levels (i.e., Hub, Terminus Hub, Intermediate Hub, and Super-Intermediate Hub). Additionally, the Subtending section of Pricelist F.C.C. No.4 identifies wire centers and the Intermediate and/or Super-Intermediate Hubs with which they interconnect.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.2 Ordering Requirements (Cont'd)3.2.1 Special Access Service (Cont'd)

The Synchronous Optical Channel Service Optional Rate Plan is a Term Discount plan. When ordering a Synchronous Optical Channel Service Term Discount Optional Rate Plan, upgrade to the plan, or a SOCS Optional Rate Plan Replacement, discontinuance charges, as specified in Section 4.2.7(A), following, will not apply if the conditions set forth in Section 4.2.7(A), following, are met and the customer provides the following ordering information:

Term Discounts - Upgrades in Capacity (OC3/OC3c to OC12)

- The customer's order for the disconnect of the existing OC3/OC3c Service and the installation of the new OC12 Service are received at the same time and specifically reference the application of upgrade in capacity.
- The customer's disconnect order for the existing OC3/OC3c Service must reference the OC12 Service installation order.

Customer orders to install and disconnect OC3/OC3c or OC12 services provided under a Term Discount plan where the number of OC3s, OC3cs, or OC12s remains constant and the customer wishes to maintain the existing Term Discount period and minimum service period must:

- Be received at the same time.
- Reference continuation of the existing Term Discount period and the minimum service period on both the installation and disconnect orders.

Term Discounts - Optional Rate Plan Replacements

Discontinuance charges, as specified in Section 4.2.7(A)(4), following, will not apply when an existing SOCS Optional Rate Plan customer:

- Orders the disconnect of its existing committed SOCS channel(s) and installation of one or more newly committed ATM-CRS Port(s) or ETS Port(s), as described in Section 4.2.7(A)(3), following, and complies with the following requirements:
  - The customer's orders for the disconnection of its existing committed SOCS channel(s) and installation of its replacement newly committed ATM-CRS Port(s) or ETS Port(s) are submitted to the Telephone Company at the same time.
  - All orders specifically reference the replacement of the existing committed SOCS channel(s) with one or more newly committed ATM-CRS Port(s) or ETS Port(s) in the customer's new or existing ATM-CRS Term Discount Plan or in the customer's new or existing ETS Term Discount Plan.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.2 Ordering Requirements (Cont'd)3.2.2 Mixed Use Facilities - Switched and Special Access

Mixed use is the provision of both Switched and Special Access Services over the same High Capacity or Synchronous Optical Channel facilities. Mixed use facilities to a hub or ADM equipped wire center will be ordered and provided as Special Access Service. Where mixed use is employed, individual services utilizing these facilities must be ordered either as Switched Access Service or Special Access Service as further elaborated and set forth in Section 4.2.6, following. When placing the order for the individual service(s), the customer must specify a channel assignment for each service ordered.

Mixed use is also the provision of both Ethernet Switched Access Local Transport (ESALT) and Ethernet Transport Service (ETS) over the same Ethernet Transport Service facilities. Mixed use facilities to an ETS SWC will be ordered and provided as Ethernet Transport Service. Where mixed use is employed, individual services utilizing these facilities must be ordered either as ESALT or ETS, as set forth in Section 9.3.4(D), following.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.2 Ordering Requirements (Cont'd)3.2.3 Miscellaneous Services

Testing Service, Additional Labor, Telecommunications Service Priority, and Special Facilities Routing shall be ordered with an Access Order or may subsequently be added to a pending order at any time up to and including the service date for the access service. When miscellaneous services are added to a pending order a service date change may be required. When a service date change is required, the Service Date Change Charge, as set forth in Section 10.2.1(B), following, will apply. When miscellaneous services are added to a pending order, charges for a Design Change, as set forth in Section 10.2.1(C), following, will apply when an engineering review is required. If both a service date change and an engineering review are required, both the Service Date Change Charge and the Design Change Charge will apply, as set forth in Section 3.4.3(B), following.

The rates and charges for these services, as set forth in Section 10.2.1(B) and (C), following, will apply in addition to the ordering charges set forth in Section 10.2.1(A), following, and the rates and charges for the Access Service with which they are associated.

Additional Engineering is not an ordering option, but will be applied to an Access Order when the Telephone Company determines that Additional Engineering is necessary to accommodate a customer request. Additional Engineering will only be required as set forth in Section 7.1, following. When it is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering of Telephone Company facilities is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than 10%.



## ACCESS SERVICE

3. Access Ordering (Cont'd)3.2 Ordering Requirements (Cont'd)3.2.4 Frame Relay Access Service

When ordering Frame Relay Access Service, a minimum of two port connections are required for data to be transported between customer designated premises.

When placing an order for Frame Relay Access Service the customer must specify:

- The customer designated premises;
- The type of channel;
- The channel interface(s);
- The technical specification package and options desired;
- Whether a Frame Relay Access Connection (i.e., user-to-network interface) or a Frame Relay Inter-network Connection (i.e., network-to-network interface) is required;
- The port speed;
- The number of Permanent Virtual Connections (PVCs) required;
- The location of the ports for each PVC or for connection to DSL Access Services, the location of the port and the DSL Access Service Connection Point;
- The Committed Information Rates (CIRs) that will be associated with each PVC; and,
- That the traffic consists of more than ten percent interstate traffic.

The port connecting the Special Access facility to the Telephone Company frame relay switch must be ordered and provided at the same speed as the Special Access facility.

When connecting to the port of another customer, the ordering customer must obtain authorization from the other customer.

When an extended PVC is ordered, the customer is responsible for placing the order with all telephone companies involved.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.2 Ordering Requirements (Cont'd)3.2.4 Frame Relay Access Service (Cont'd)

When ordering a Frame Relay Access Service Term Discount Optional Rate Plan or an upgrade to the plan, discontinuance charges, as specified in Section 9.1.5, following, will not apply if the conditions set forth in Section 9.1.5 are met and the customer provides the following ordering information:

Term Discounts-Upgrades in Capacity

- The customer's order for the disconnect of the existing service and the installation of the new service are received at the same time and specifically reference the application of upgrade in capacity.
- The customer's disconnect order for the existing service must reference the service installation order.

Customer orders to install and disconnect Frame Relay Access Service connections provided under a Term Discount plan where the facility capacity remains constant and the customer wishes to maintain the existing Term Discount period and minimum service period must:

- Be received at the same time.
- Reference continuation of the existing Term Discount period and the minimum service period on both the installation and disconnect orders.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.2 Ordering Requirements (Cont'd)3.2.5 Asynchronous Transfer Mode Cell Relay Access Service (ATM-CRS)

When placing an order for ATM-CRS, the customer must specify:

- The customer designated premises;
- The type(s) of ATM-CRS Port interface(s);
- The speed for each ATM-CRS Port;
- The number, bandwidth capacity and traffic routing prioritization parameter for each ATM-CRS Virtual Path associated with an ATM-CRS Port;
- The ATM-CRS Ports and Virtual Paths associated with ATM-CRS Virtual Circuit Channels being established by the Telephone Company, if applicable;
- Options desired, if applicable; and,
- That the traffic consists of more than 10 percent interstate traffic.

When connecting to the ATM-CRS Port of another customer, the ordering customer must obtain authorization from the other customer.

Discontinuance charges, as specified in Section 9.2.5(D), following, will not apply when an existing ATM-CRS Term Discount Plan customer (1) orders the disconnect of an existing committed ATM-CRS Port and its replacement by one or more newly installed committed ATM-CRS Port(s), as described in Section 9.2.5(B)(1), following, and (2) complies with the following requirements:

- The customer's orders for the disconnection of the existing committed ATM-CRS Port and the installation of the replacement committed ATM-CRS Port(s) are submitted to the Telephone Company at the same time.
- Both orders specifically reference the replacement of the existing committed ATM-CRS Port with the newly installed committed ATM-CRS Port in the customer's existing ATM-CRS Term Discount Plan.

Discontinuance charges, as specified in Section 9.2.5(D), following, will not apply when an existing ATM-CRS Term Discount Plan customer (1) orders the disconnect of an existing committed ATM-CRS Port and its replacement by one or more newly installed committed ETS Port(s), as described in Section 9.2.5(B)(4), following, and (2) complies with the following requirements:

- The customer's orders for the disconnection of the existing committed ATM-CRS Port and the installation of the replacement committed ETS Port(s) are submitted to the Telephone Company at the same time.
- Both orders specifically reference the replacement of the existing committed ATM-CRS Port with the newly installed committed ETS Port in the customer's existing ETS Term Discount Plan.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.2 Ordering Requirements (Cont'd)3.2.6 Ethernet Transport Service (ETS)

(A) When placing an order for ETS, the customer must specify:

- The customer designated premises;
- The type(s) of ETS Port interface(s);
- The speed for each ETS Port;
- The bandwidth capacity for each ETS Channel Termination (ETS CT), and the number and bandwidth capacity for each ETS Ethernet Virtual Connection (ETS EVC), ETS Extended Ethernet Virtual Connection (ETS E-EVC) and ETS Interconnected Ethernet Virtual Connections (ETS I-EVCs) associated with an ETS Port;
- Options desired, if applicable; and,
- That the traffic consists of more than 10 percent interstate traffic.

When connecting to the ETS Port of another customer, the ordering customer must obtain authorization from the other customer.

(B) Discontinuance charges, as specified in Section 9.3.3(D), following, will not apply when an existing ETS Term Discount Plan (ETS TDP) customer (1) orders the disconnect of an existing committed ETS TDP Port and its replacement by one or more newly installed committed ETS TDP Port(s), as described in Section 9.3.3(B)(1), following, and (2) complies with the following requirements:

- The customer's orders for the disconnection of the existing committed ETS TDP Port and the installation of the replacement committed ETS TDP Port(s) are submitted to the Telephone Company at the same time.
- Both orders specifically reference the replacement of the existing committed ETS TDP Port with the newly installed committed ETS TDP Port in the customer's existing ETS Term Discount Plan.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.2 Ordering Requirements (Cont'd)3.2.6 Ethernet Transport Service (ETS) (Cont'd)

(C) Discontinuance charges as specified in Section 9.3.5(D), following, will not apply when an existing ETS Term Discount Plan customer: 1) orders the disconnect of an existing committed ETS TDP Port and its replacement by one or more newly installed committed ETS Port Term Discount Plan (ETS PTDP) Port(s) under individual ETS Port Term Discount Plans as specified in Section 9.3.5(B)(2), following, and 2) complies with the following requirements:

- The customer's orders for the disconnection of the existing committed ETS TDP Port and the installation of the newly committed replacement ETS PTDP Port(s) are submitted to the Telephone Company at the same time.
- Both orders specifically reference the replacement of the existing committed ETS TDP Port with the newly installed committed ETS PTDP Port under an individual ETS PTDP.

(D) Discontinuance charges as specified in Section 9.3.5(D), following, will not apply when an existing ETS Term Discount Plan customer: 1) discontinues its existing ETS TDP in its entirety and replaces it with one or more individual ETS PTDPs as specified in Section 9.3.5(C)(2) and 2) complies with the following requirements:

- The customer's orders for the discontinuance of the ETS TDP and the installation of one or more replacement ETS PTDPs are submitted to the Telephone Company at the same time.
- Both orders specifically reference the replacement of an existing ETS TDP with one or more ETS PTDPs.

(E) Discontinuance charges as specified in Section 9.3.6(C), following, will not apply when an ETS Port Term Discount Plan customer: 1) disconnects a committed ETS PTDP Port at any time during the term commitment period and replaces it with a newly installed committed ETS PTDP Port as described in Section 9.3.6(A), following and 2) complies with the following requirements:

- The customer's orders for the disconnection of the existing committed ETS PTDP Port and the installation of the newly committed replacement ETS PTDP Port are submitted to the Telephone Company at the same time.
- Both orders specifically reference the replacement of an existing committed ETS PTDP Port with a newly installed committed ETS PTDP Port.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.2 Ordering Requirements (Cont'd)3.2.7 Internet Protocol Gateway Access Service (IPG)

When placing an order for IPG, the customer must specify:

- The customer designated premises;
- The number of IPG Port interface(s);
- The speed for each IPG Port;
- The number and bandwidth capacity for each IPG Transport Termination (IPG TT) and, where required, the number and bandwidth capacity for each IPG Transport Mileage Facility (IPG TMF) and IPG Transport Mileage Termination (IPG TMT);
- The type of signaling interface and bearer channel format requested that are compatible with the Technical Reference transmission standards listed in Section 9.4.3(C), following;
- That an order for FGD Switched Access Service has been placed pursuant to the requirements specified in Section 3.2.1, preceding; and,
- That the traffic consists of more than 10 percent interstate traffic.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.3 Access Orders For Services Provided By More Than One Telephone Company

Access Services provided by more than one telephone company are services where one end of the Local Transport or Channel Mileage element is in the operating territory of one telephone company and the other end of the element is in the operating territory of a different telephone company or where the Interim NXX Translation service and the end office are not provided by the same telephone company.

The ordering procedure for this service is dependent upon the billing arrangement, as set forth in Section 2.4.7, preceding, to be used by the telephone companies involved in providing the Access Service. The telephone company will notify the customer which of the ordering procedures will apply.

3.3.1 Non Meet Point Billing Ordering - FGA(A) Single Company Billing Ordering

The telephone company receiving the order from the customer will arrange to provide the service and bill the customer, as set forth in Section 2.4.7(A)(1), preceding. The customer will place the order with the telephone company as follows:

- For FGA Switched Access Service, the customer will place the order with the telephone company in whose territory the first point of switching is located. The first point of switching is the dial tone office.
- When the first point of switching is not in the same telephone company's territory as the Interexchange Carrier premises, the customer must supply a copy of the order to the telephone company in whose territory the Interexchange Carrier premises is located and any other telephone company(s) involved in providing the service. When service is provided through a centralized equal access provider, the customer must supply a copy of the order to that provider.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.3 Access Orders For Services Provided By More Than One Telephone Company (Cont'd)3.3.2 Meet Point Billing Ordering

Each telephone company will provide its portion of the Access Service within its operating territory to an interconnection point(s) with the other telephone company(s). Billing Percentages will be determined by the telephone companies involved in providing the Access Service and listed in National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4. Each telephone company will bill the customer for its portion of the service, as set forth in Section 2.4.7(B), preceding. All other appropriate charges in each telephone company pricelist are applicable.

For the service(s) ordered as set forth following, the customer must also supply a copy of the order to the telephone company in whose operating territory a customer designated premises is located and any other telephone company(s) involved in providing the service. Additionally, when service is provided through a centralized equal access provider, the customer must supply a copy of the order to that provider.

- (A) For FGA and FGB Switched Access Services, the customer must place an order with the telephone company in whose territory the first point of switching is located, (i.e., FGA - dial tone office, FGB - access tandem or end office). The telephone company will designate the first point(s) of switching for FGB Switched Access Services where the telephone company elects to provide equal access through a centralized equal access arrangement. Those telephone company offices providing equal access through centralized equal access arrangements are identified in National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4.
- (B) For FGC and FGD Switched Access Services, the customer must place an order with the telephone company in whose territory the end office is located. Customers may, at their option, order FGD to the access tandem. When ordered to the access tandem, and the access tandem and the end office are not in the same telephone company operating territory, the customer must also supply a copy of the order to each additional telephone company subtending the access tandem.
- (C) Customers ordering Special Access Service to be interconnected with Switched Access Services at telephone company designated WATS Serving Offices for the provision of WATS or WATS-type Services must place an order with each telephone company in whose territory the end office and the WATS Serving Office are located, if they are not collocated.



## ACCESS SERVICE

3. Access Ordering (Cont'd)3.3 Access Orders For Services Provided By More Than One Telephone Company (Cont'd)3.3.2 Meet Point Billing Ordering (Cont'd)

- (D) Except for Special Access Service as set forth in (C), above, or as set forth in (E), below, the customer may place the order for a Special Access Service with either telephone company.
- (E) For Special Access Service involving a hub(s), the customer must place the order with the telephone company(s) in whose territory the hub(s) is located.
- (F) Reserved for Future Use.
- (G) For initiation, additions, changes or deletions to the Interim NXX Translation code(s), the customer must place an order with the telephone company who provides the Interim NXX Translation. The customer must also provide a copy of the order to the telephone companies subtending the Interim NXX Translation office.
- (H) For a Special Access Service connection to a frame relay network, the customer must place the order with the telephone company that provides the frame relay switch. Special Access Service in this situation must be ordered to the wire center equipped with a frame relay switch.
- (I) For Special Access Service used in conjunction with Asynchronous Transfer Mode Cell Relay Access Service (ATM-CRS), the customer must place the order with each telephone company that provides an ATM-CRS Port connection.
- (J) For Special Access Service used in conjunction with Ethernet Transport Service (ETS), the customer must place the order with each telephone company that provides an ETS Port connection.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.4 Charges Associated with Access Ordering3.4.1 Access Order Charge

The Access Order Charge, as set forth in Section 10.2.1(A), is applied to all customer requests for new Special Access and Public Packet Data Network Services. In addition, the Access Order Charge is applicable to customer requests for additions, changes or rearrangements to existing Special Access and Public Packet Data Network Services, with the following exceptions:

The Access Order Charge does not apply:

- When a Service Date Change Charge is applicable;
- When a Design Change Charge is applicable;
- To administrative changes, as set forth in Sections 4.2.2(C)(3), 9.1.4(B)(2)(b), 9.2.4(B)(2)(b), 9.3.4(B)(2)(b), and 9.4.4(B)(2)(b), following;
- When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- When a Miscellaneous Service Order Charge is applicable;
- When a Telephone Company initiated network reconfiguration requires a customer's existing access service to be reconfigured;
- When a service with an ICB rate is converted to a similar service with a non-ICB pricelist rate prior to the expiration of the ICB;

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.4 Charges Associated with Access Ordering3.4.1 Access Order Charge (Cont'd)

The Access Order Charge does not apply (Cont'd):

- When a SOCS Optional Rate Plan customer makes changes to its existing SOCS Optional Rate Plan, as specified in Section 4.2.7(A), following, for SOCS Optional Rate Plan Replacements;
- When an ETS Design Change Charge is applicable;
- When an ATM-CRS customer establishes a new ATM-CRS Term Discount Plan or makes changes to an existing ATM-CRS Term Discount Plan;
- When an ETS customer establishes a new ETS Term Discount Plan or makes changes to an existing ETS Term Discount Plan;
- When an ETS Term Discount Plan customer establishes a new or discontinues an existing ETS Volume Discount Plan;
- When an ETS Term Discount Plan customer transfers in-service ETS Term Discount Plan committed ports to individual ETS Port Term Discount Plan term commitments.
- When an ETS customer establishes a new ETS Port Term Discount Plan or makes any changes to an existing ETS Port Term Discount Plan.
- When an ETS Port Term Discount Plan customer establishes a new or discontinues an existing ETS Port Term Discount Plan Volume Discount Plan.
- When the ETS Port Protection optional feature is ordered in conjunction with the ordering of the Primary ETS Basic Port, as set forth in Section 9.3.4(A)(6)(b), following.
- When an ETS customer orders an ETS MM-VCC
- When an ETS customer establishes a new ETS E-Rate Term Discount Plan
- When an ETS customer replaces its ETS Term Discount Plan with an ETS E-Rate Term Discount Plan
- When an ETS customer replaces its ETS Port Term Discount Plan with an ETS E-Rate Term Discount Plan

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.4 Charges Associated with Access Ordering3.4.1 Access Order Charge (Cont'd)

The Access Order Charge will be applied on a per order basis to each order received by the Telephone Company or copy of an order received by the Telephone Company pursuant to Sections 3.3.1 and 3.3.2, preceding, except by the Telephone Company applying the Interim NXX Translation Charge, and is in addition to other applicable charges as set forth in this and other sections of this pricelist.

The Access Order Charge will be applied on a per order basis for any change, rearrangement or addition 1) to the delivery of signaling to an existing STP Port, or 2) of CICs to an existing FGB or FGD trunk group.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.4 Charges Associated with Access Ordering (Cont'd)3.4.2 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge, as set forth in Section 10.2.1(D), following, applies to any service, or combination of services ordered simultaneously from Section 7 of the pricelist for which a service order is not already pending. The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance.

The charge always applies to the following services since a pending service order would not exist:

- Overtime Repair (7.2.1);
- Standby Repair (7.2.3);
- Testing and Maintenance with other Telephone Companies other than when in conjunction with Acceptance Testing (7.2.4);
- Other Labor (7.2.5); and
- Maintenance of Service (7.3.2).

The Miscellaneous Service Order Charge will also apply to the following services if they are ordered subsequent to the initial installation of the associated access service, thereby, necessitating the issuance of another service order:

- Telecommunications Service Priority (7.3.3).

The charge does not apply to the following services, since there would exist a pending service order:

- Additional Engineering (7.1);
- Overtime Installation (7.2.1);
- Standby Acceptance Testing (7.2.3);
- Testing and Maintenance with other Telephone Companies when in conjunction with Acceptance Testing (7.2.4);
- Additional Cooperative Acceptance Testing [7.3.1(A)(1)].

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.4 Charges Associated with Access Ordering (Cont'd)3.4.3 Access Order Change Charges

Access Order changes involve service date changes and design changes. The customer may request a change of its Access Order prior to the service date. The Telephone Company will make every effort to accommodate a requested change when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the change cannot be made with the normal work force during normal business hours, the Telephone Company will notify the customer. If the customer still desires the Access Order change, the Telephone Company will schedule a new service date, as set forth in Section 3.1.2, preceding. All charges for Access Order changes, as set forth in Section 10.2.1(B) and (C), following, will apply on a per occurrence basis.

Any increase in the number of ordered: (1) Special Access Service channels, (2) Switched Access Service lines, trunks, or busy hour minutes of capacity, (3) Frame Relay Connections and/or PVCs, (4) CCS/SS7 Port Terminations, (5) ATM-CRS Ports, Virtual Paths or Virtual Circuit Channels, (6) ETS Ports, ETS Channel Terminations, ETS Ethernet Virtual Connections, ETS Extended Ethernet Virtual Connections, or ETS Interconnected Ethernet Virtual Connections, or (7) IPG Ports, IPG Transport Terminations, IPG Transport Mileage Facilities or IPG Transport Mileage Terminations will be treated as a new Access Order (for the increased amount only).

If order changes are necessary to satisfy the transmission performance for a Special Access Service ordered by a customer, these changes will be made without order change charges being incurred by the customer.

(A) Service Date Change

The customer may request a change of service date on a pending Access Order prior to the service date. A change of service date is a change of the scheduled service date by the customer to either an earlier date or a later date which does not exceed 30 calendar days from the original service date.

If the Telephone Company determines that the customer's request can be accommodated without delaying the service dates for orders of other customers, the service date will be changed and the Service Date Change Charge, as set forth in Section 10.2.1(B), following, will be applied to the order.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.4 Charges Associated with Access Ordering (Cont'd)3.4.3 Access Order Change Charges (Cont'd)(A) Service Date Change (Cont'd)

If the service date is changed to an earlier date, and the Telephone Company determines additional labor is necessary to meet the earlier service date requested by the customer, the customer will be notified by the Telephone Company that Expedited Order Charges, as set forth in Section 3.1.2, preceding, apply. Such charges will apply in addition to the Service Date Change Charge.

If the requested service date exceeds 30 calendar days following the original service date, and the Telephone Company determines that the customer's request can be accommodated, the Telephone Company will cancel the original order and apply the Cancellation Charges, as set forth in Section 3.5.3, following. A new Access Order with a new service date will be issued. The Service Date Change Charge will not apply; however, the Access Order Charge will apply to the new order.

If the service date is changed due to a design change as set forth in (B), following, the Service Date Change Charge will apply.

(B) Design Change

The customer may request a design change to the service ordered prior to the requested service date. A design change is any change to an Access Order which requires engineering review. An engineering review is a review, by Telephone Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of Transport Termination (Switched Access only), type of channel interface, type of Interface Group or technical specification package. or a change in the destination or speed of: (1) a Frame Relay Access Service Permanent Virtual Connection, (2) an Asynchronous Transfer Mode Cell Relay Access Service Virtual Path, (3) an Ethernet Transport Service (ETS) Ethernet Virtual Connection, (4) an ETS Extended Ethernet Virtual Connection or (5) an ETS Interconnected Ethernet Virtual Connection.

Design changes do not include a change of customer designated premises, first point of switching, Feature Group type or Special Access Service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

## ACCESS SERVICE

3. Access Ordering (Cont'd)3.4 Charges Associated with Access Ordering (Cont'd)3.4.3 Access Order Change Charges (Cont'd)(B) Design Change (Cont'd)

The Telephone Company will review the requested change, notify the customer whether the change is a design change, if the change can be accommodated and if a new service date is required. If the customer authorizes the Telephone Company to proceed with the design change, a Design Change Charge, as set forth in Section 10.2.1(C), following, will apply in addition to the charge for Additional Engineering, as set forth in Section 10.2.2, following. If a change of service date is required, the Service Date Change Charge, as set forth in Section 10.2.1(B), following, will also apply. The Access Order Charge, as specified in Section 10.2.1(A), following, does not apply.

3.4.4 Access Order Quote Charges

A customer may request a quote for any number of services of the same type and between the same premises on a single Access Order Quote. All details for services for a particular quote must be identical except for those for multipoint services.

The Access Order Quote Charge will be applied on a per request, per location basis to each quote request received by the Telephone Company as set forth in Section 10.2.1(E), following. If the quote is executed and an Access Order for the services quoted is formally issued by the customer within one year of the date of the quote, the Access Order Quote Charge will be applied against the Access Service Order charge(s).

When placing a request for an Access Order Quote the customer must specify:

- The customer designated premises or hubs or ADM equipped wire centers involved;
- Type of service (e.g., Voice Grade, High Capacity, etc.);
- The channel interface(s);
- Technical specification package;
- Options desired;
- For multipoint services, the channel interface at each customer designated premises may, at the request of the customer, be different but all such interfaces shall be compatible; and,
- That the traffic consists of more than ten percent interstate traffic.

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## ACCESS SERVICE

3.5 Minimum Periods and Cancellations3.5.1 Minimum Periods

The minimum period for part-time Video and Program Audio Special Access Services is one day, as set forth in Section 4.2.4, following, even though the service will be provided only for the duration of the event specified on the order (e.g., one-half hour, two hours, five hours, etc.).

The minimum period for Synchronous Optical Channel Service is as set forth in Section 4.2.7, following.

The minimum period for Frame Relay Access Service is as set forth in Sections 9.1.4(C), following. The minimum period for Asynchronous Transfer Mode Cell Relay Access Service is as set forth in Section 9.2.4(C), following. The minimum period for Ethernet Transport Service is as set forth in Section 9.3.4(C), following. The minimum period for Internet Protocol Gateway Access Service is as set forth in Section 9.4.4(C), following.

The minimum period for which all other Access Service is provided and for which charges are applicable, is one month.

3.5.2 Development of Minimum Period Charges

When Access Service is disconnected after commencement of service but prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. A disconnect constitutes facilities being returned to available inventory.

The Minimum Period Charge for monthly billed services will be determined as follows:

- (A) For Special Access Service and Public Packet Data Network Service, the charge for a month or fraction thereof is the applicable monthly rates for the appropriate channel or service type plus any optional features, nonrecurring charges, and/or Special Construction charge(s) that may apply.

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## ACCESS SERVICE

3. Access Ordering (Cont'd)3.5 Minimum Periods and Cancellations (Cont'd)3.5.3 Cancellation of an Access Order

(A) A customer may cancel an Access Order for the installation of service on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a customer or a customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:

- The Access Order shall be canceled and charges set forth in (B), following, will apply; or,
- Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the 31st day beyond the original service date of the Access Order.

(B) When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

- (1) Installation of Special Access or Public Packet Data Network Service facilities is considered to have started when the Telephone Company incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
- (2) Where the customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.
- (3) Where installation of access facilities has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.

(a) A charge equal to the costs incurred in such installation, less estimated net salvage. Such costs include the non-recoverable cost of equipment and material ordered, provided or used, plus the non-recoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs;

(b) The minimum period charges for Special Access or Public Packet Data Network Service ordered by the customer, as set forth in Section 3.5.2, preceding.

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ACCESS SERVICE

3. Access Ordering (Cont'd)

3.5 Minimum Periods and Cancellations (Cont'd)

3.5.3 Cancellation of an Access Order (Cont'd)

- (C) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- (D) If the Telephone Company misses a service date by more than 30 days and such delay is not requested or caused by the customer (excluding those circumstances where the date is missed due to acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel the Access Order without incurring cancellation charges.

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3.5.4 Partial Cancellation Charge

Any decrease in the number of ordered: (1) Special Access Service channels, (2) Switched Access Service lines, trunks, or busy hour minutes of capacity, (3) Frame Relay Connections and/or PVCs, (4) CCS/SS7 Port Terminations, (5) Asynchronous Transfer Mode Cell Relay Access Service Ports, Virtual Paths or Virtual Circuit Channels, (6) ETS Ports, ETS Channel Terminations, ETS Ethernet Virtual Connections, ETS Extended Ethernet Virtual Connections, or ETS Interconnected Ethernet Virtual Connections, or (7) IPG Ports, IPG Transport Terminations, IPG Transport Mileage Facilities or IPG Transport Mileage Terminations will be treated as a partial cancellation and charges will be determined as set forth in Section 3.5.3(B), preceding.

## ACCESS SERVICE

4. Special Access Service4.1 General

Special Access Service provides a transmission path to connect customer designated premises\*, directly, through a Telephone Company hub where bridging or multiplexing functions are performed, or to connect a customer designated premises and a WATS Serving Office (WSO), or to connect a customer designated premises to a DSL Access Service Connection Point, or to connect a customer designated premises to a Public Packet Data Network Service. Special Access Service includes all exchange access not utilizing Telephone Company end office switches.

The connections provided by Special Access Service can be either analog, digital or optical. Analog connections are differentiated by spectrum and bandwidth. Digital and optical connections are differentiated by bit rate.

Special Access Service purchased from the provisions of this pricelist may be commingled with unbundled network elements or unbundled network element combinations purchased pursuant to the Commission's Part 51 Interconnection Rules and in compliance with the Federal Communications Commission's Report and Order and Order on Remand and Further Notice of Proposed Rulemaking in CC Docket Nos. 01-338, 96-98 and 98-147, adopted February 20, 2003 and released August 21, 2003 (FCC 03-36).

4.1.1 Channel Types

There are eight types of channels used to provide Special Access Services. Each type has its own characteristics. All are subdivided by one or more of the following:

- Transmission specifications
- Bandwidth
- Speed (i.e., bit rate)
- Spectrum

Customers can order a basic channel and select from a list of those available transmission parameters and channel interfaces that they desire in order to meet specific communications requirements.

\* Telephone Company Centrex CO and CO-like switches and packet switches included in Public Packet Switching Network (PPSN) Service are considered to be a customer designated premises for purposes of this pricelist.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.1 General (Cont'd)4.1.1 Channel Types (Cont'd)

For purposes of ordering channels, each has been identified as a type of Special Access Service. However, such identification is not intended to limit a customer's use of the channel nor to imply that the channel is limited to a particular use. For example, if a customer's equipment is capable of transmitting voice over a channel that is identified as a Metallic Service in this pricelist, there is no restriction against doing so.

Following is a brief description of each type of channel:

Metallic - a channel for the transmission of low speed varying signals at rates up to 30 baud.

Telegraph Grade - a channel for the transmission of binary signals at rates of 0 to 75 baud or 0 to 150 baud.

Voice Grade - a channel for the transmission of analog signals within an approximate bandwidth of 300 to 3000 Hz.

Program Audio - a channel for the transmission of audio signals. The nominal frequency bandwidths are from 200 to 3500 Hz, from 100 to 5000 Hz, or from 50 to 8000.

Video - a channel for the transmission of standard 525 line 60 field monochrome or National Television Systems Committee color video signal and one or two associated 5 or 15 kHz audio signals. The bandwidth is either 30 Hz or 4.5 MHz or 30 Hz to 6.6 MHz.

Digital Data - a channel for the digital transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, or 56.0 Kbps.

High Capacity - a channel for the transmission of isochronous serial digital data at rates of 1.544, 3.152, 6.312, 44.736 or 274.176 Mbps.

Synchronous Optical - a high speed channel for the transmission of synchronous full duplex data over optical fiber at rates of 155.52 or 622.08 Mbps.

Detailed descriptions of each of the channel types are provided in Section 4.4 following.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.1 General (Cont'd)4.1.1 Channel Types (Cont'd)

The customer also has the option of ordering Voice Grade and High Capacity facilities (i.e., 1.544 Mbps and 44.736 Mbps) to a Telephone Company hub for multiplexing to individual channels of a lower capacity or bandwidth. Descriptions of the types of multiplexing available at the hubs, as well as the number of individual channels which may be derived from each type of facility are set forth in Sections 4.6 and 4.10, following. Additionally, the customer may specify optional features for the individual channels derived from the facility to further tailor the channel to meet specific communications requirements. Descriptions of the optional features and functions available are set forth in Section 4.2.1, following.

For example, a customer may order a 44.736 Mbps High Capacity channel from a customer designated premises to a Telephone Company hub for multiplexing to twenty-eight 1.544 Mbps channels. The 1.544 Mbps channels may be further multiplexed at the same or a different hub to Voice Grade channels or may be extended to other customer designated premises. Optional features may be added to either the 1.544 Mbps or the Voice Grade channels.

Similarly, the customer has the option of ordering Synchronous Optical Channel Service to a wire center equipped for Add/Drop Multiplexing. This allows lower level signals to be added or dropped from a high speed optical carrier channel for delivery to a customer designated premises, WATS office, Public Packet Data Network Service, or another wire center. A description of Add/Drop Multiplexing is set forth in 4.4.3(C), following.

4.1.2 Service Descriptions

For the purpose of ordering, there are eight categories of Special Access Service. These are:

Service Designator Codes

Metallic	MT
Telegraph Grade	TG
Program Audio	AP
Video	TV
Voice	VG
Digital Data	DA
High Capacity	HC
Synchronous Optical	OC

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.1 General (Cont'd)4.1.2 Service Descriptions (Cont'd)

Each service consists of a basic channel to which a technical specifications package (customized or predefined), channel interface(s) and, when desired, optional features and functions are added to construct the service desired by the customer.

Customized technical specifications packages will be provided where technically feasible. If the Telephone Company determines that the requested parameter specifications are not compatible, the customer will be advised and given the opportunity to change the order.

When a customized channel is ordered the customer will be notified whether Additional Engineering Charges apply. In such cases, the customer will be advised and given the opportunity to change the order.

The channel description provided in Section 4.4, following, specify the characteristics of the basic channel and indicate whether the channel is provided between customer designated premises, between a customer designated premises and a Telephone Company hub where bridging or multiplexing functions are performed, between a customer designated premises and a WATS Serving Office (WSO), between a customer designated premises and a DSL Access Service Connection Point, between a customer designated premises and a wire center equipped with a Public Packet Data Network Service, between a Telephone Company serving wire center equipped with Asynchronous Transfer Mode Cell Relay Access Service (ATM-CRS) and another telephone company ATM-equipped serving wire center, between a Telephone Company serving wire center equipped with Frame Relay Access Service (FRAS) and another telephone company service serving wire center equipped with a frame relay switch that is located in a non-adjacent serving territory, or between a Telephone Company serving wire center equipped with Ethernet Transport Service (ETS) and another telephone company Ethernet-equipped serving wire center that is located in a non-adjacent serving territory.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.1 General (Cont'd)4.1.2 Service Descriptions (Cont'd)

- (A) Information pertaining to the technical specifications packages indicates the transmission parameters that are available with each package.
- (B) Channel interfaces at each Point of Termination on a two-point service may be symmetrical or asymmetrical. On a multipoint service, they may also be symmetrical or asymmetrical, but communications can only be provided between compatible channel interfaces. Only certain channel interfaces are compatible.
- (C) Only certain channel interface combinations are available with the predefined technical specifications packages. These are delineated in the Technical References set forth in (F), following. When a customized channel is requested, all channel interface combinations available with the specified type of service are available with the customized channel.
- (D) The optional features and functions available with each type of Special Access Service are described in this section. The optional features and functions information also indicates with which technical specifications packages they are available.
- (E) The Telephone Company will maintain existing transmission specifications on services installed prior to effective date of this pricelist, except that existing services with performance specifications exceeding the standards listed in this provision will be maintained at the performance levels specified in this pricelist.
- (F) All services installed after the effective date of this pricelist will conform to the transmission specifications standards contained in this pricelist or in the following Technical References for each category of service:

Synchronous Optical	GR-253-CORE
For OC3, OC3c, and OC12	GR-1374-CORE
	ATIS-0900105
	ATIS-0900102



## ACCESS SERVICE

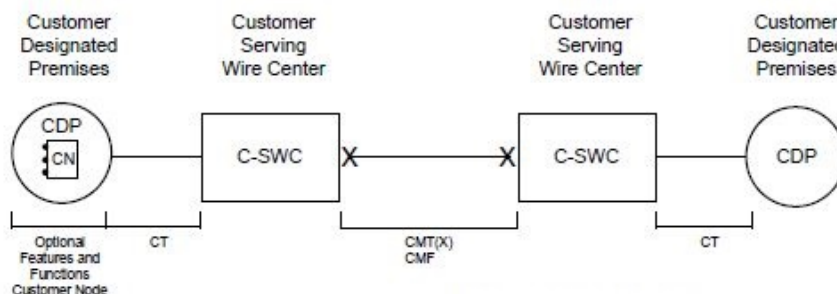
4. Special Access Service (Cont'd)4.1 General (Cont'd)4.1.3 Synchronous Optical Channel Service Configurations

A Synchronous Optical Channel Service connects two customer designated premises, or a customer designated premises and a DSL Access Service Connection Point, or a customer designated premises and a wire center equipped for Add/Drop Multiplexing, or a customer designated premises and a wire center equipped with an Asynchronous Transfer Mode Cell Relay Access Service, or a customer designated premises and a wire center equipped with an Ethernet Transport Service. The connection is provided via a high speed optical carrier communications path delivering an optical handoff.

Applicable rate elements are:

- Channel Terminations
- Channel Mileage (as applicable)
- Optional Features and Functions (when applicable)

(A) The following diagram depicts a Synchronous Optical Channel Service connecting two Customer Designated Premises (CDPs). The Optional Feature and Function of a Customer Node was ordered at one CDP.



Applicable rate elements are:

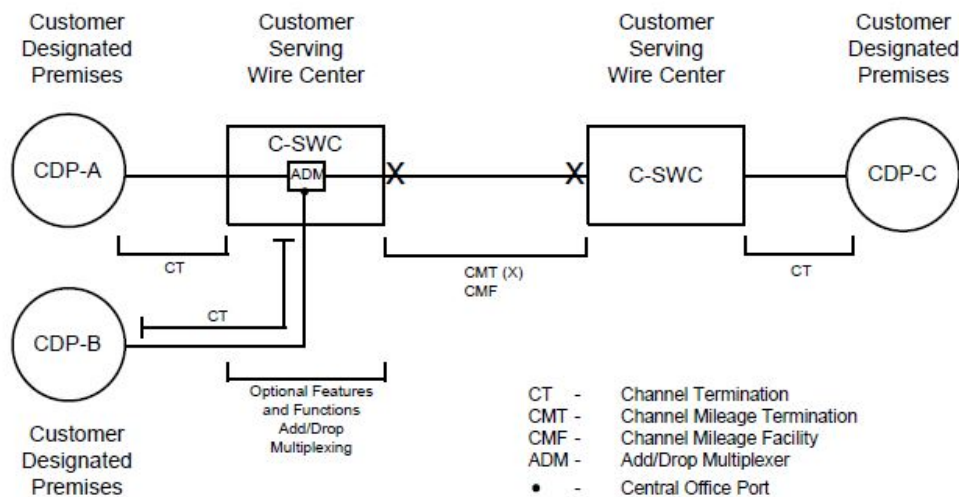
- Channel Terminations (CT) (2 applicable, one per CDP)
- Channel Mileage
  - 2 Channel Mileage Terminations (CMT), plus
  - 1 segment of Channel Mileage Facility (CMF), per mile
- Optional Features
  - 1 Customer Node (CN), plus
  - 3 Customer Premises Ports (•)

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.1 General (Cont'd)4.1.3 Synchronous Optical Channel Service Configurations (Cont'd)

(B) The following diagram depicts a Synchronous Optical Channel Service connecting three Customer Designated Premises (CDPs). CDP-A and CDP-B are connected using an Add/Drop Multiplexer. At the Add/Drop Multiplexor, the customer may drop off lower speed Special Access Services.

Rates and charges are as set forth in Section 10.1.1, following.



Applicable rate elements are:

- Channel Terminations (CT) (3 applicable, one per CDP)
- Channel Mileage
  - 2 Channel Mileage Terminations (CMT), plus
  - 1 segment of Channel Mileage Facility (CMF), per mile
- Optional Features
  - 1 Customer Node (CN), plus
  - 3 Customer Premises Ports (•)

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.1 General (Cont'd)4.1.4 Alternate Use

Alternate Use occurs when a service is arranged by the Telephone Company so that the customer can select different types of transmission at different times. A customer may use a service in any privately beneficial manner. However, where technical or engineering changes are required to effectuate an alternate use, the Telephone Company will make such special arrangements available on an Individual Case Basis (ICB).

The arrangement required to transfer the service from one operation to the other (i.e., the transfer relay and control leads) will be rated and provided on an Individual Case Basis (ICB) and filed in Section 6, following, Specialized Service or Arrangements. The customer will pay the stated pricelist rates for the Access Service rate elements for the service ordered [i.e., Channel Terminations, Channel Mileage (as applicable), and Optional Feature and Functions (if any)].

4.1.5 Special Facilities Routing

A customer may request that the facilities used to provide Special Access Service be specially routed.

4.1.6 Design Layout Report

At the request of the customer, the Telephone Company will provide to the customer the make-up of the facilities and services provided under this pricelist as Special Access Service to aid the customer in designing its overall service. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

4.1.7 Ordering Options and Conditions

Special Access Service is ordered under the Access Order provisions set forth in Section 3, preceding. Also included in that section are other charges which may be associated with ordering Special Access Service (e.g., Service Date Change Charges, Cancellation Charges, etc.).

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Special Access Service.

4.2.1 Rate Categories

There are three basic rate categories which apply to Special Access Service:

- Channel Terminations (described in Section 4.2.1(A), following)
- Channel Mileage (described in Section 4.2.1(B), following)
- Optional Features and Functions (described in Section 4.2.1(C), following)

(A) Channel Terminations

The Channel Termination rate category provides for the communications path between a customer designated premises and the serving wire center of that premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability is provided as an optional feature as set forth in (C) following.

For Synchronous Optical Channel Service, the high speed optical communications path is between the Optical Line Termination (OLT) at the customer designated premises and the serving wire center of that premises.

One Channel Termination charge applies per customer designated premises at which the channel is terminated. This charge will apply even if the customer designated premises and the serving wire center are collocated in a Telephone Company building, except as provided for below. The Channel Termination charge will not apply when: (1) the customer designated premises and serving wire center are physically (including caged, cageless, shared and adjacent arrangements) or virtually collocated, as those terms are used in 47 C.F.R. § 51.323 and (2) the customer obtains such collocation for the purpose of interconnection with the Telephone Company's network for the transmission and routing of telephone exchange service, exchange access service or both, and for the purpose of providing local exchange or exchange access services to its customers.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.1 Rate Categories (Cont'd)(A) Channel Terminations (Cont'd)

For an OC3 or OC12 Synchronous Optical Channel Service connecting a customer designated premises to an Asynchronous Transfer Mode Cell Relay Access Service, as described in Section 9.2, following, there will be a charge for only one Channel Termination.

For an OC3 or OC12 Synchronous Optical Channel Service connecting a customer designated premises to an Ethernet Transport Service, as described in Section 9.3, following, there will be a charge for only one Channel Termination.

For an OC3/OC3c Synchronous Optical Channel Service connecting a customer designated premises to DSL Access Service Connection Point, or for interconnection with the ADSL and/or SDSL Access Services provided by the Telephone Company for interconnection with a wireline broadband Internet transmission service provided on a non-pricelisted, common carrier basis, there will be a charge for only one Channel Termination.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.1 Rate Categories (Cont'd)(B) Channel Mileage

The Channel Mileage rate category recovers the costs associated with the end office equipment and transmission facilities between the serving wire centers associated with two customer designated premises, between a serving wire center associated with a customer designated premises and a Telephone Company hub, between two Telephone Company hubs, between a serving wire center associated with a customer designated premises and a wire center equipped for Add/Drop Multiplexing (ADM), or between two ADM equipped wire centers.

Channel Mileage rates are made up of the Channel Mileage Facility rate and the Channel Mileage Termination rate.

(1) Channel Mileage Facility

The Channel Mileage Facility rate recovers the per mile cost for the transmission path which extends between the Telephone Company serving wire centers and/or hub(s), between the Telephone Company serving wire center and another wire center equipped with a Public Packet Data Network Service, between a Telephone Company serving wire center equipped with ATM-CRS and another telephone company ATM-equipped serving wire center, between a Telephone Company serving wire center equipped with FRAS and another telephone company serving wire center equipped with a frame relay switch that is located in a non-adjacent serving territory, or between a Telephone Company serving wire center equipped with ETS and another telephone company Ethernet-equipped serving wire center that is located in a non-adjacent serving territory.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.1 Rate Categories (Cont'd)(B) Channel Mileage (Cont'd)(1) Channel Mileage Facility (Cont'd)

The Synchronous Optical Channel Service Channel Mileage Facility provides high speed transmission facilities between the Telephone Company serving wire centers, or between a Telephone Company serving wire center and another wire center equipped for Add/Drop Multiplexing (ADM), or between two ADM equipped wire centers, or between the Telephone Company serving wire center and another wire center equipped with ATM-CRS, or between the Telephone Company serving wire center and another wire center equipped with ETS, or between a Telephone Company serving wire center equipped with ETS and another telephone company Ethernet-equipped serving wire center that is located in a non-adjacent serving territory.

(2) Channel Mileage Termination

The Channel Mileage Termination rate recovers the cost for end office equipment associated with terminating the facility (i.e., basic circuit equipment and terminations at serving wire centers and hubs). The Channel Mileage Termination rate will apply at the serving wire center(s) for each customer designated premises and Telephone Company hub where the channel is terminated. If the Channel Mileage is between Telephone Company bridging hubs, the Channel Mileage Termination rate will apply per Telephone Company designated hub. If the Channel Mileage is between the serving wire center for a customer designated premises and a WATS Serving Office, the Channel Mileage Termination rate will apply at both the serving wire center associated with the customer designated premises and the WATS Serving Office.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.1 Rate Categories (Cont'd)(B) Channel Mileage (Cont'd)(2) Channel Mileage Termination (Cont'd)

If the Channel Mileage is between the serving wire center for a customer designated premises and another wire center equipped for Public Packet Data Network Service, the Channel Mileage Termination Rate will apply only at the serving wire center for the customer designated premises. If the Channel Mileage is between a Telephone Company serving wire center equipped with FRAS and another telephone company serving wire center equipped with a frame relay switch that is located in a non-adjacent serving territory, or between a Telephone Company serving wire center equipped with ATM-CRS and another telephone company ATM-equipped serving wire center, or between a Telephone Company serving wire center equipped with ETS and another telephone company Ethernet-equipped serving wire center that is located in a non-adjacent serving territory, no Channel Mileage Termination Rate will apply.

If the Channel Mileage for Synchronous Optical Channel Service is between the serving wire center for a customer designated premises and a wire center equipped for Add/Drop Multiplexing, the Channel Mileage Termination Rate will apply at both the serving wire center associated with the Customer Designated Premises and the wire center equipped for Add/Drop Multiplexing. If the Channel Mileage is between two wire centers equipped for Add/Drop Multiplexing, the Channel Mileage Termination rate will apply at both wire centers equipped for Add/Drop Multiplexing.

When the Channel Mileage is zero (i.e., collocated serving wire centers), neither the Channel Mileage Facility rate nor the Channel Mileage Termination rate will apply.



## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.1 Rate Categories (Cont'd)(C) Optional Features and Functions

The Optional Features and Functions rate category recovers the costs associated with optional features and functions which may be added to a Special Access Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Signaling Capability
- Hubbing Functions
- Conditioning
- Transfer Arrangements

Descriptions for each of the available Optional Features and Functions are set forth in Section 4.4, following.

A hub is a Telephone Company designated serving wire center at which bridging or multiplexing functions are performed. The bridging functions performed are to connect three or more customer designated premises in a multipoint arrangement. The multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4 identifies serving wire centers, hub locations, hub level (i.e., Hub, Terminus Hub, Intermediate Hub, or Super-Intermediate Hub) and the type of bridging or multiplexing functions available. Additionally, subtending wire centers are identified for Intermediate and Super-Intermediate Hubs

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.2 Types of Rates and Charges

There are three types of rates and charges. These are monthly rates, daily rates and nonrecurring charges. The rates and charges are described as follows:

(A) Monthly Rates

Monthly rates are recurring rates that apply each month or fraction thereof that a Special Access Service is provided. For billing purposes, each month is considered to have 30 days.

(B) Daily Rates

Daily rates are recurring rates that apply to each 24-hour period. For purposes of applying daily rates, the 24-hour period is not limited to a calendar day.

(C) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Special Access Service are: installation of service, installation of optional features and functions, and service rearrangements. These charges are in addition to the Access Order Charge, as specified in Section 10.2.1, following.

(1) Installation of Service

Nonrecurring charges apply to each service installed. The nonrecurring charges for the installation of service are set for each channel type as a nonrecurring charge for the Channel Termination rate element.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.2 Types of Rates and Charges (Cont'd)(C) Nonrecurring Charges (Cont'd)(2) Installation of Optional Features and Functions

When Optional Features and Functions are installed coincident with the initial installation of service, no separate nonrecurring charge is applicable. When Optional Feature and Functions are installed or changed subsequent to the installation of service, an Access Order Charge, as specified in Section 10.2.1, following, will apply per order.

(3) Service Rearrangements

Service rearrangements are changes to existing (installed) services which may be administrative only in nature, as set forth following, or that involve actual physical change to the service. Changes to pending orders are set forth in Section 3.4.3, preceding.

Changes in the physical location of the point of termination or customer designated premises are moves as set forth in Section 4.2.3, following.

Changes in the type of Service or Channel Termination which result in a change of the minimum period requirement will be treated as a discontinuance of the service and an installation of a new service.

Changes in ownership or transfer of responsibility from one customer to another will be treated as a discontinuance of the service and an installation of a new service. In the event the change in ownership or transfer of responsibility is as set forth in Section 2.1.2(A), preceding, where there is no change in facilities or arrangements, the change will be treated as an administrative change.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.2 Types of Rates and Charges (Cont'd)(C) Nonrecurring Charges (Cont'd)(3) Service Rearrangements (Cont'd)

Administrative changes will be made without charge(s) to the customer. Administrative changes are as follows:

- Change of customer name,
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number),
- Change of agency authorization,
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer test line number,
- Change of customer or customer's end user contact name or telephone number, and
- Change of jurisdiction.

All other service rearrangements will be charged as follows:

- If the change involves the addition of other customer designated premises to an existing service, the nonrecurring charge for the channel termination rate element will apply. The charge(s) will apply only for the location(s) that is being added. The charge(s) will be in addition to an Access Order Charge, as set forth in Section 10.2.1, following.
- If the change involves the addition of an optional feature or function (with the exception of the addition of Clear Channel Capability to an existing service), or if the change involves changing the type of signaling on a Voice Grade service, and for all other changes, the Access Order Charge, as set forth in Section 10.2.1, following, will apply.
- When the Clear Channel Capability optional feature is installed on an existing facility, the addition will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.3 Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer's premises
- The customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

(A) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring (i.e., installation) charge for the service termination affected. There will be no change in the minimum period requirements. This charge is in addition to the Access Order Charge, as set forth in Section 10.2.1, following.

(B) Moves To a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

4.2.4 Minimum Periods

The minimum service period for all services, except Synchronous Optical Channel Service, is one month and the full monthly rate will apply to the first month. Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period are as set forth in Section 2.4.1(F), preceding.

The minimum service period for Synchronous Optical Channel Service is twelve months.

The minimum service period will be waived for a Synchronous Optical Channel Service, included in a Term Discount plan, that is replaced with a qualifying SOCS Optional Rate Plan Replacement, as set forth in Section 4.2.7(A)(3), following.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.5 Mileage Measurement

The mileage to be used to determine the monthly rate for the Channel Mileage Facility is calculated on the airline distance between the locations involved, i.e.,

- The serving wire centers associated with two customer designated premises,
- A serving wire center associated with a customer designated premises and a Telephone Company hub,
- A serving wire center associated with a customer designated premises and a wire center equipped with a Public Packet Data Network Service,
- A serving wire center equipped with ATM-CRS and another telephone company ATM-equipped serving wire center,
- A serving wire center equipped with FRAS and another telephone company serving wire center equipped with a frame relay switch that is located in a non-adjacent serving territory,
- A serving wire center equipped with ETS and another telephone company Ethernet-equipped serving wire center that is located in a non-adjacent serving territory,
- A serving wire center associated with a customer designated premises and a DSL Access Service Connection Point,
- Two Telephone Company hubs,
- A serving wire center associated with a customer designated premises and a wire center equipped for Add/Drop Multiplexing,
- Two wire centers equipped for Add/Drop Multiplexing, or
- Between the serving wire center associated with a customer designated premises and a WATS Serving Office.

The serving wire center associated with a customer designated premises is the serving wire center from which this customer designated premises would normally obtain dial tone.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.5 Mileage Measurement (Cont'd)

Mileage charges are shown with each channel type.

To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4, then multiply the resulting number of miles times the Channel Mileage Facility per mile rate, and add the Channel Mileage Termination rate for each termination. When the calculation results in a fraction of a mile, always round up to the next whole mile, before determining the mileage and applying the rates. When more than one Telephone Company is involved in the provision of service, billing will be accomplished as set forth in Section 2.4.7, preceding.

When hubs are involved, mileage is computed and rates applied separately for each section of the Channel Mileage, i.e.,

- Customer designated premises serving wire center to hub;
- Hub to hub; and/or,
- Hub to customer designated premises serving wire center.

However, when any service is routed through a hub for purposes other than customer specified bridging or multiplexing (e.g., the Telephone Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the serving wire centers associated with the customer designated premises.

See the service configuration example for multipoint service, as set forth in Moss Adams LLC Tariff F.C.C. No. 1, Section 7.1.3(B). (x)

When Add/Drop Multiplexing is offered in connection with Synchronous Optical Channel Service, mileage is computed and rates applied separately for each section of the Channel Mileage, i.e.,

- Customer designated premises serving wire center to an Add/Drop Multiplexing (ADM) equipped wire center;
- ADM equipped wire center to ADM equipped wire center; and/or,
- ADM equipped wire center to a customer designated premises serving wire center.

(x) Nemont Telephone Cooperative Inc., Project Telephone Company and Missouri Valley Communications, Inc. are Issuing Carriers in Moss Adams LLC Tariff F.C.C. No. 1.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.6 Mixed Use

Mixed use refers to a rate applicable when the customer orders High Capacity or Synchronous Optical Channel Service Special Access facilities between a customer designated premises and a Telephone Company hub or ADM equipped wire center where the Telephone Company performs multiplexing/de-multiplexing functions and the same customer then orders the derived channels as Special and Switched Access Services. Mixed use also applies when the customer orders Switched Access Service between a customer designated premises and an end office that is multiplexed at a Telephone Company hub or ADM equipped wire center and the same customer then orders the derived channels as Special and Switched Access Service. Rates and charges will apply for the existing facilities and new facilities as if the service were ordered as mixed use.

Except as noted above, the High Capacity or Synchronous Optical Channel Service facility will be ordered, provided and rated as Special Access Service (i.e., Channel Termination, Channel Mileage, as appropriate, Multiplexing, Customer Node, Customer Premises Port, and Add/Drop Multiplexing). The nonrecurring charge that applies when the mixed use facility is installed will be the nonrecurring charge associated with the appropriate Special Access High Capacity or Synchronous Optical Channel Service Channel Termination.

Rating as Special Access will continue until such time as the customer chooses to use a portion of the available capacity for Switched Access Service. Individual service (i.e., Switched or Special Access) nonrecurring charges will not apply to the individual channels of the mixed use facility.

When Special Access Service is provided utilizing a channel of the mixed use facility to a hub, High Capacity rates and charges will apply for the facility to the hub, as set forth preceding, and individual service rates and charges will apply from the hub to the customer designated premises.

The rates and charges that will apply to the portion from the hub to the customer designated premises will be dependent on the specific type of Special Access Service that is provided (e.g., Voice Grade, Telegraph, etc.). The applicable rates and charges will include a Channel Termination and Channel Mileage, if applicable. Rates and charges for optional features and functions associated with the service, if any, will apply for the appropriate channel type.

As each individual channel of a Special Access High Capacity Service is activated for Switched Access Service, the Special Access Channel Termination, Channel Mileage and Multiplexing rates will be reduced accordingly (e.g., 1/24th for a DS1 service, 1/672nd for a DS3 service).



## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.6 Mixed Use (Cont'd)

Similarly, as each individual channel of a Special Access Synchronous Optical Channel Service is activated for Switched Access Service, the Special Access Channel Termination, Channel Mileage, Customer Node, Customer Premises Port, and Add/Drop Multiplexing rates will be reduced accordingly (e.g., 1/2016th for an OC3 service, 1/8064th for an OC12 service).

If the Special Access charges for the mixed use facility are subject to Optional Rate Plan discounts (e.g., Term Discount Optional Rate Plan) as set forth in Section 4.2.7, following, the Special Access charges will be reduced to reflect mixed use before the Optional Rate Plan discounts are applied.

Switched Access Service rates and charges, as set forth in Moss Adams LLC Tariff F.C.C. No. 1, Section 17.2, will apply for each channel that is used to provide a Switched Access Service. The Switched Access Service Entrance Facility charge will be reduced by multiplying its rate by a rate reduction factor (i.e., the ratio of derived Switched Access Service channels to the total number of channels that can be derived). If the Telephone Company is providing Direct Trunked Transport, then the Direct Trunked Transport, Multiplexing, Customer Node, Customer Premises Port, and Add/Drop Multiplexing charges will be reduced by multiplying their respective rates by the rate reduction factor.

(x)

The following table shows the total voice grade equivalents for each of the services that may be used for Mixed Use.

High Capacity or Synchronous Optical Channel Service	DS3 Quantities	DS1 Quantities	Voice Grade Equivalents
DS1	n/a	1	24
DS3	1	28	672
OC3	3	84	2,016
OC12	12	336	8,064

The customer must place an order for each individual Switched or Special Access Service utilizing the Mixed Use Facilities and specify the channel assignment for each such service.

(x) Nemont Telephone Cooperative Inc., Project Telephone Company and Missouri Valley Communications, Inc. are Issuing Carriers in Moss Adams LLC Tariff F.C.C. No. 1.

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 Effective: July 1, 2020

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.7 Optional Rate Plans(A) Synchronous Optical Channel Service (SOCS) Optional Rate Plan

The Synchronous Optical Channel Service Optional Rate Plan offers a Term Discount. The Term Discount applies to Channel Terminations, Channel Mileage, Customer Nodes, Customer Premises Ports, and Central Office Ports, monthly rates, as set forth following. The Term Discount percentages for the Synchronous Optical Channel Service Term Discount are as set forth in Section 10.1.1(C), following.

Discounts for the Synchronous Optical Channel Service Optional Rate Plan are only applied to Synchronous Optical Channel Service provided to a customer within the same state and LATA by the same Telephone Company.

OC3/OC3c and OC12 Synchronous Optical Channel Service may be ordered at the customer's option on a monthly rate basis or for Term Discount periods of 36 months (3 years) or 60 months (5 years).

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.7 Optional Rate Plans (Cont'd)(A) Synchronous Optical Channel Service (SOCS) Optional Rate Plan (Cont'd)

The minimum service period for all term discount plans is twelve months. The minimum service period will be waived for a Synchronous Optical Channel Service included in a Term Discount plan that is replaced with a qualifying SOCS Optional Rate Plan Replacement, as set forth in Section 4.2.7(A)(3) following. The customer must specify the length of the service commitment period at the time the service is ordered.

For customers that subscribe to the Term Discount plan for 36 or 60 months, the Term Discount percentage, as set forth in Section 10.1.1(C), following, will be frozen from Telephone Company initiated decreases, for the entire discount period at the percent in effect at the beginning of the Term Discount period.

If a Term Discount percentage increase occurs during the term of an existing Term Discount plan, the increased percentage will be applied automatically to the remainder of the current Term Discount period.

At the end of the Term Discount period, the customer may convert to month-to-month service or subscribe to a new Term Discount plan. If the customer does not make a choice by the end of the discount period, the rates will automatically convert to month-to-month service rates. The minimum service period on a monthly rate basis is twelve months for Synchronous Optical Channel Service.

To be included in a Term Discount plan, all eligible Synchronous Optical Channel Service rate elements must be ordered for the same commitment term (i.e., all 36 months or all 60 months) and with the same service date. When additional capacity is subsequently added, it will be available only on a month-to-month basis unless the discount period of the entire service is upgraded.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.7 Optional Rate Plans (Cont'd)(A) Synchronous Optical Channel Service (SOCS) Optional Rate Plan (Cont'd)

Eligible OC3/OC3c or OC12 Synchronous Optical Channel Service rate elements are those Channel Terminations, Channel Mileage Facility, Channel Mileage Terminations, Customer Nodes, Customer Premises Ports and Central Office Ports provided to a customer within the same state and LATA by the same Telephone Company. As long as the number of OC3s, OC3cs or OC12s, included in a Term Discount plan, remains constant, except for qualifying SOCS Optional Rate Plan Replacements, as set forth in Section 4.2.7(A)(3), following, customer requests to install and disconnect OC3, OC3c or OC12 services, including changes affecting different wire centers and/or customer designated premises, will not change the current Term Discount period or the minimum service period, and Discontinuance of Service charges, as set forth in (4), following, will not apply.

(1) Upgrades in Term Discounts

Services provided under monthly rates or Term Discount rates may be upgraded to a Term Discount plan at any time without incurring nonrecurring charges or discontinuance charges for existing services. The new Term Discount plan must meet or exceed the service term of the plan being upgraded. For example, a service with a 36 month commitment period may be upgraded to a new 36 month, or 60 month, service period. The monthly rates will be those that are in effect at the time the service is upgraded. A new minimum service period applies to all Synchronous Optical Channel Service that is upgraded.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.7 Optional Rate Plans (Cont'd)(A) Synchronous Optical Channel Service (SOCS) Optional Rate Plan (Cont'd)(2) Upgrades in Capacity (OC3/OC3c to OC12)

If the customer chooses to upgrade a service under the Term Discount rate plan to a higher capacity (i.e., OC3/OC3c to OC12), discontinuance charges will not apply, provided all the following conditions are met:

- The customer's order for the disconnect of the existing OC3/OC3c Service and the installation of the new OC12 Service are received at the same time and specifically reference the application of upgrade in capacity,
- The customer's disconnect order for the existing OC3/OC3c Service must reference the OC12 Service installation order,
- The new service has a total channel capacity greater than the total channel capacity of the service being discontinued, and,
- The new Term Discount period meets or exceeds the Term Discount period being discontinued.

A new minimum service period applies to all upgrades. Nonrecurring charges will not be assessed when an existing OC3/OC3c service is upgraded to an equivalent channel capacity at a higher speed.

Should the customer choose to upgrade either a portion of, or the entire OC3/OC3c Service under the Term Discount plan to an OC12 Service and move the service to a new customer location(s) within the same state and LATA, and when service is provided by the same Telephone Company, discontinuance charges will not apply.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.7 Optional Rate Plans (Cont'd)(A) Synchronous Optical Channel Service (SOCS) Optional Rate Plan (Cont'd)(3) SOCS Optional Rate Plan Replacements

All or a portion of existing OC3/OC3c or OC12 services, included in a SOCS Optional Rate Plan, may be replaced before the end of its term commitment period with a new or existing ATM-CRS Term Discount Plan, or with a new or existing ETS Term Discount Plan, without incurring Discontinuance of Service charges, as set forth in (4), following, if all of the requirements listed in (a), below, are met.

- (a) A customer may replace all or a portion of the services included in its existing SOCS Optional Rate Plan(s) before the end of its term commitment period(s) with newly committed ATM-CRS Port(s) added to the customer's new or existing ATM-CRS Term Discount Plan, or with newly committed ETS Port(s) added to the customer's new or existing ETS Term Discount Plan, provided:
- (i) The term commitment period remaining in the customer's existing ATM-CRS Term Discount Plan, or existing ETS Term Discount Plan, or established in the new ATM-CRS Term Discount Plan, or new ETS Term Discount Plan, meets or exceeds the number of months remaining in the customer's existing SOCS Optional Rate Plan(s);
  - (ii) The bandwidth capacity of the newly committed ATM-CRS Port(s) included in the new or existing ATM-CRS Term Discount Plan, or the newly committed ETS Port(s) included in the new or existing ETS Term Discount Plan, meets or exceeds the bandwidth capacity of the service(s) being replaced in the customer's existing SOCS Optional Rate Plan(s);

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.7 Optional Rate Plans (Cont'd)(A) Synchronous Optical Channel Service (SOCS) Optional Rate Plan  
(Cont'd)(3) SOCS Optional Rate Plan Replacements (Cont'd)

## (a) (Cont'd)

- (iii) The customer commits to retain the newly committed ATM-CRS Port(s), or newly committed ETS Port(s), in-service at the same bandwidth capacity for the remaining term commitment period for its existing ATM-CRS Term Discount Plan, or its existing ETS Term Discount Plan, or for the entire term commitment period of its new ATM-CRS Term Discount Plan, or new ETS Term Discount Plan;
- (iv) The customer's orders for the disconnect of all or a portion of the services included in its SOCS Optional Rate Plan and the addition of newly committed ATM-CRS Port(s) to a new or existing ATM-CRS Term Discount Plan, or newly committed ETS Port(s) to a new or existing ETS Term Discount Plan, are submitted to the Telephone Company at the same time and include cross references, as described in Section 3.2.2, preceding;
- (v) Any newly committed ATM-CRS Ports, or newly committed ETS Ports, are added to the customer's existing ATM-CRS Term Discount Plan, or existing ETS Term Discount Plan, before the last year of the existing term commitment period; and,

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.7 Optional Rate Plans (Cont'd)(A) Synchronous Optical Channel Service (SOCS) Optional Rate Plan (Cont'd)(3) SOCS Optional Rate Plan Replacements (Cont'd)

## (a) (Cont'd)

(vi) Any newly committed ATM-CRS Ports added to a new or existing ATM-CRS Term Discount Plan, or a newly committed ETS Ports added to a new or existing ETS Term Discount Plan, are installed at the same location as the service(s) being replaced under the customer's existing SOCS Optional Rate Plan(s).

(b) If any of the requirements specified in (a), above, are not met, replacement ATM-CRS Port(s), and/or replacement ETS Port(s), will not qualify for the provisions under Section 4.2.7(B)(3). Discontinuance charges will apply to replace all or a portion of the services in an existing SOCS Optional Rate Plan, as described in (4), below.

(c) When a customer replaces all or a portion of the services included in its existing SOCS Optional Rate Plan with a newly committed ATM-CRS Port(s) added to the customer's new or existing ATM-CRS Term Discount Plan, or with a newly committed ETS Port(s) added to the customer's new or existing ETS Term Discount Plan, provided pursuant to Sections 9.2 and 9.3, following, the Telephone Company will waive any unsatisfied minimum period charges that may otherwise be applicable for disconnecting the customer's SOCS prior to satisfying the minimum service period.

(d) The term discount percentage for the replacement ATM-CRS Term Discount Plan, or replacement ETS Term Discount Plan, will apply on a going forward basis based on the customer's written request to establish a replacement term commitment period under this section.

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Effective: July 1, 2020



## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.7 Optional Rate Plans (Cont'd)(A) Synchronous Optical Channel Service (SOCS) Optional Rate Plan  
(Cont'd)(3) SOCS Optional Rate Plan Replacements (Cont'd)

- (e) When a customer replaces all or a portion of its existing SOCS Optional Rate Plan with a newly committed ATM-CRS Port(s) added to its existing ATM-CRS Term Discount Plan or with a newly committed ETS Port(s) added to its existing ETS Term Discount Plan, the customer's existing ATM-CRS Term Discount Plan or existing ETS Term Discount Plan term commitment period would continue uninterrupted.
- (f) An Access Order Charge, as described in Section 3.4.1, preceding, does not apply to make a change to an existing SOCS Optional Rate Plan as a result of a SOCS Optional Rate Plan Replacement under this section. An Access Order Charge, per order, does apply to install an ATM-CRS Port(s) and ETS Port(s).
- (g) Terms and conditions for the ATM-CRS Term Discount Plan, and ETS Term Discount Plan, are specified in Sections 9.2.5 and 9.3.5, following.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.2 Rate Regulations (Cont'd)4.2.7 Optional Rate Plans (Cont'd)(A) Synchronous Optical Channel Service (SOCS) Optional Rate Plan (Cont'd)(4) Discontinuance of Service

Except as specified in (3) above, discontinuance charges, as described below, will apply to the portion of the service being discontinued when the customer chooses to disconnect all or a portion of the service prior to the expiration of the term commitment period.

- (a) Should the customer choose to discontinue a Term Discount plan prior to the completion of the minimum service period, discontinuance charges will apply. Discontinuance charges equal to one-hundred percent of the total undiscounted monthly rates, less any amounts previously paid, will apply for the minimum service period. Additionally, discontinuance charges of fifteen percent for OC3/OC3c service, and thirty-five percent for OC12 service, of the total undiscounted monthly charges, will apply to the remaining portion of the term commitment period.
- (b) Should the customer choose to discontinue service ordered under a Term Discount plan, after the minimum service period, but before the completion of the discount period, discontinuance charges will apply. Discontinuance charges of fifteen percent for OC3/OC3c Service, and thirty-five percent for OC12 Service, of the total undiscounted monthly charges, will apply to the remaining portion of the term commitment period. For example, a customer has an OC3 Service which it chooses to discontinue after 33 months into a 60-month service term. The discontinuance charge would be 0.15 times 27 months times the undiscounted monthly rates for that service.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.3 Surcharge for Special Access Service4.3.1 General

Special Access Services provided under this pricelist may be subject to the monthly Special Access Surcharge.

4.3.2 Application

- (A) The Special Access Surcharge will apply to each interstate Special Access Service that terminates on an end user's PBX or other device, where through a function of the device, the Special Access Service interconnects to the local exchange network. Interconnection functions include, but are not limited to, wiring and software functions, bridging, switching or patching of calls or stations. The Surcharge will apply irrespective of whether the interconnection function is performed in equipment located at the customer's premises or in a Centrex CO-type switch.
- (B) Special Access Service will be exempted from the Surcharge by the Telephone Company upon receipt of the customer's written certification for the following Special Access Service terminations:
- (1) An open-end termination in a Telephone Company switch of an FX line, including CCSA and CCSA-equivalent ONALs; or
  - (2) An analog channel termination that is used for radio or television program transmission; or
  - (3) A termination used for TELEX service; or
  - (4) A termination that by the nature of its operating characteristics could not make use of Telephone Company common lines, such as, terminations which are restricted through hardware or software; or
  - (5) A termination that interconnects either directly or indirectly to the local exchange network where the Special Access Service accesses only FGA and no local exchange lines, or Special Access Service between customer points of termination, or Special Access Service connecting CCSA or CCSA-type equipment (inter-machine trunks); or
  - (6) A termination that the customer certifies to the Telephone Company is not connected to a PBX or other device which interconnects the Special Access Service to a local exchange subscriber line.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.3 Surcharge for Special Access Service (Cont'd)4.3.3 Exemption of Special Access Service

(A) Special Access Services which are terminated as set forth in Section 4.3.2(B), preceding, will be exempted from the Special Access Surcharge, if the customer provides the Telephone Company with written exemption certification. The certification may be provided to the Telephone Company as follows:

- At the time the Special Access Service is ordered or installed; or
- At such time as the service is re-terminated to a device which does not interconnect the service to local exchange facilities

(B) 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 Section 4.3.2(B), preceding, for each termination, and the date which the exemption is effective.

(C) The customer shall also notify the Telephone Company when an exempted Special Access Service is changed or re-terminated such that the exemption is no longer applicable.

(D) The Telephone Company will work cooperatively with the customer to resolve any questions regarding the exemption certification. In addition, the Telephone Company may withhold exemption of the service until the questions are resolved.

4.3.4 Rate Regulations

(A) The surcharge will apply as set forth in Section 4.3.2(A), preceding, except that a surcharge will be assessed on a per voice grade equivalent basis for Special Access Services derived from High Capacity Special Access Services.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.3 Surcharge for Special Access Service (Cont'd)4.3.4 Rate Regulations (Cont'd)

## (A) (Cont'd)

If the customer claims exemption(s), as set forth in Section 4.3.3, preceding, or, is not utilizing all available voice grade equivalents and has spare capacity, the number of surcharges would be reduced accordingly.

In the case of multipoint Special Access Services, one Special Access Surcharge will apply for each termination of a Special Access Channel at an end user's premises.

(B) The Telephone Company will bill the appropriate Special Access Surcharge to the ordering customer for each interstate Special Access Service installed, unless exemption certification is provided, as set forth in Section 4.3.3, preceding.

(C) If a written certification is not received at the time the Special Access Service is obtained, the Surcharge will be applied. Exempt status will become effective on the certification date, indicated by the customer, subject to the regulations set forth in (D), following.

(D) The Telephone Company will cease billing the Special Access Surcharge when certification, as set forth in Section 4.3.3, preceding, is received. If the status of the Special Access Service was changed prior to receipt of the exemption certification, the Telephone Company will credit the customer's account, not to exceed ninety (90) days, based on the effective date of the change, as specified by the customer in the letter of certification.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.4 Synchronous Optical Channel Service4.4.1 Basic Channel Description

A Synchronous Optical Channel Service channel provides dedicated transport utilizing Synchronous Optical Network (SONET) transmission standards. Synchronous Optical Channel Service provides optical network capability to customers requiring connections at transmission rates of 155.52 Mbps (OC3) and 622.08 Mbps (OC12). Synchronous Optical Channel Service is provided between two customer designated premises (CDP) through one or more Telephone Company wire centers, or between a CDP and a wire center equipped with Asynchronous Transfer Mode Cell Relay Access Service, or between a CDP and a wire center equipped for Add/Drop Multiplexing (ADM). In addition, customers at an ADM equipped wire center may add or drop bandwidth capacity from the synchronous optical channel for delivery to a customer designated premises, WATS office, Public Packet Data Network Service, or another wire center.

OC3/OC3c Synchronous Optical Channel Service may also be provided between a customer designated premises and a Telephone Company designated DSL Access Service Connection Point.

Additionally, a Synchronous Optical Channel Service channel may be provided between a customer designated premises and a serving wire center equipped with Ethernet Transport Service (ETS), and/or between a Telephone Company serving wire center equipped with ETS and another telephone company Ethernet-equipped serving wire center that is located in a non-adjacent serving territory.

Each channel will be configured with one working and one protect fiber pair within the same sheath between the CDP and the serving wire center of the CDP which provides redundancy to protect the customer's service. Should a failure occur, the SONET technology will automatically switch the customer's transmission to the dedicated protect fiber pair.

The customer may provide node and port equipment at the CDP which allows the high speed optical carrier channel to be converted to an electrical signal at a lower speed. The provision of such equipment by the customer is subject to compatibility with the Telephone Company's equipment in the serving wire center and must comply with the standards specified in GR-253-CORE.

The OC3 channel is available in a non-concatenated format (OC3) which provides three individual signals. The OC3 channel is also available in a concatenated format (OC3c) which provides a single signal appropriate for data transmissions.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.4 Synchronous Optical Channel Service (Cont'd)4.4.1 Basic Channel Description (Cont'd)

A term discount is available for Synchronous Optical Channel Service. Section 4.2.7(B), preceding, specifies the conditions under which a term discount is applicable.

Synchronous Optical Channel Service is available at the wire centers as identified in National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4.

Rates and charges for Synchronous Optical Channel Service are as set forth in Section 10.1.1, following

4.4.2 Network Channel Interfaces

The following network channel interfaces (NCIs) define the bit rates that are available for a synchronous optical channel:

<u>NCI</u>	<u>Bit Rate</u>
FCF-B	155.52 Mbps (OC3, OC3c)
FCF-D	622.08 Mbps (OC12)

4.4.3 Optional Features and Functions(A) Customer Node

A Customer Node charge applies when the Telephone Company provides terminal equipment at the customer designated premises for termination of a Synchronous Optical Channel Service Channel Termination. Such equipment may be used to convert the signal from an optical to electrical format. The Customer Node charge is determined by the level of optical service (i.e., OC3, OC3c or OC12) delivered to the premises. Each Customer Node must be configured with one or more Customer Premises Ports.

Rates and charges for the Customer Node are as set forth in Section 10.1.1(D)(1), following.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.4 Synchronous Optical Channel Service (Cont'd)4.4.3 Optional Features and Functions (Cont'd)(B) Customer Premises Port

Customer Premises Port charges apply in conjunction with the Customer Node charge. Each Customer Premises Port provides the interface to derive a lower capacity service at the customer premises. The type and quantity of ports is determined by the customer and is based on the type of Customer Node selected and the number of DS1, DS3, STS-1 and/or OC3/OC3c channels ordered. Customer Premises Ports are available at the following speeds:

<u>Customer Premises Port</u>	<u>Speed</u>
OC3, OC3c	155.52 Mbps
STS-1	51.84 Mbps
DS3	44.736 Mbps
DS1	1.544 Mbps

Rates and charges for the Customer Premises Port are as set forth in Section 10.1.1(D)(2), following.

(C) Add/Drop Multiplexing

An Add/Drop Multiplexing Central Office Port charge applies to the interface provided at a Telephone Company wire center for the purpose of adding or dropping lower capacity services from Synchronous Optical Channel Service Channel Termination or Channel Mileage transport facilities. Central Office Ports are available at the following speeds:

<u>Central Office Port</u>	<u>Speed</u>
OC3, OC3c	155.52 Mbps
DS3	44.736 Mbps
DS1	1.544 Mbps

OC12 service may only be multiplexed to OC3/OC3c channels.

When an OC3 channel is derived from an OC12 service and is further multiplexed to obtain DS3 service, a DS3 port charge will apply in addition to the OC3 port charge.



## ACCESS SERVICE

4. Special Access Service (Cont'd)4.4 Synchronous Optical Channel Service (Cont'd)4.4.3 Optional Features and Functions (Cont'd)(C) Add/Drop Multiplexing (Cont'd)

When a DS3 channel is derived from an OC3 service and is further multiplexed to obtain DS1 service, a DS3 to DS1 Multiplexing charge, as set forth in Moss Adams LLC Tariff F.C.C. No. 1, Section 17.3.8(D)(1), will apply in addition to the DS3 port charge. (x)

When a DS1 channel is directly derived from an OC3 service, a DS1 port charge will apply.

When a DS1 channel is further multiplexed to a lower level signal, a DS1 to Voice Grade Multiplexing charge, as set forth in Section 10.1.8(D)(1), following, will also apply.

Rates and charges for the Central Office Port are as set forth in Section 10.1.1(D)(3), following.

(D) Shared SONET Ring Interoffice Transport

(1) Shared SONET Ring Interoffice Transport (SSRIT) is a non-chargeable optional feature which provides interoffice transmission of a Synchronous Optical Channel Service over a SONET-based facility deployed in a ring configuration. Shared SONET Ring Interoffice Transport provides increased reliability and functionality using a self-healing ring topology designed to continually monitor service quality, detect any failure within the system, and automatically self-heal within 50 milliseconds around the point of failure by switching to a protect path to ensure the flow of services between locations within the self-healing ring.

(2) Shared SONET Ring Interoffice Transport is provided for the interoffice portion of Synchronous Optical Channel Service, subject to availability of SONET ring facilities. The wire centers offering Shared SONET Ring Interoffice Transport are identified in National Exchange Carrier Association, Inc. Pricelist F.C.C. No.4.

(x) Nemont Telephone Cooperative Inc., Project Telephone Company and Missouri Valley Communications, Inc. are Issuing Carriers in Moss Adams LLC Tariff F.C.C. No. 1.

## ACCESS SERVICE

4. Special Access Service (Cont'd)4.4 Synchronous Optical Channel Service (Cont'd)4.4.3 Optional Features and Functions (Cont'd)(D) Shared SONET Ring Interoffice Transport (Cont'd)

- (3) The Shared SONET Ring Interoffice Transport optional feature may be ordered at the same time the Synchronous Optical Channel Service is ordered, or it may be ordered as an addition to an existing Synchronous Optical Channel Service. The customer must agree to out-of-service periods required to add this feature to an existing Synchronous Optical Channel Service.

The charges for the Shared SONET Ring Interoffice Transport optional feature are as set forth in Section 4.2.2(C)(3), preceding.

(E) DSL Access Service Connection

The DSL Access Service Connection function provides for the interconnection of an OC3 or OC3c Synchronous Optical Channel Service with ADSL Access Service and with SDSL Access Service, provided by the Telephone Company under this pricelist. The function also provides for the interconnection of an OC3 or OC3c Synchronous Optical Channel Service with a wireline broadband Internet transmission service provided on a non-pricelisted, common carrier basis.

This function applies to each OC3 or OC3c Synchronous Optical Channel terminated at a DSL Access Service Connection Point.

Rates and charges for the DSL Access Service Connection function are as set forth in Section 10.1.1(D)(5), following.

ACCESS SERVICE

5. Directory Assistance Service

Directory Assistance Service is not available from any of the Issuing Carrier Telephone Companies.

## ACCESS SERVICE

6. Specialized Service or Arrangements6.1 General

Specialized Service or Arrangements may be provided by the Telephone Company, at the request of a customer, on an individual case basis, if such service or arrangements meet the following criteria:

- The requested service or arrangements are not offered under other sections of this pricelist.
- The facilities utilized to provide the requested service or arrangements are of a type normally used by the Telephone Company in furnishing its other services.
- The requested service or arrangements are compatible with other Telephone Company services, facilities, and its engineering and maintenance practices.
- This offering is subject to the availability of the necessary Telephone Company personnel and capital resources.

Rates and charges and additional regulations, if applicable, for Specialized Service or Arrangements, are provided on an Individual Case Basis (ICB), and are as set forth in Section 10.2.5, following.

## ACCESS SERVICE

7. Additional Engineering, Additional Labor, and Miscellaneous Services

Section 7.1 addresses Additional Engineering. Section 7.2 addresses Additional Labor (which is comprised of Overtime Installation, Overtime Repair, Standby, Testing and Maintenance with Other Telephone Companies and Other Labor). Section 7.3 addresses Miscellaneous Services (which are comprised of Testing Services, Maintenance of Service, and Telecommunications Service Priority).

In this section, normally scheduled working hours are an employee's scheduled work period in any given calendar day (e.g., 8:00 a.m. to 5:00 p.m.) for the application of rates based on working hours.

A Miscellaneous Service Order charge, as described in Section 3.4.2, preceding, may be applicable to services ordered from this section.

7.1 Additional Engineering

Additional Engineering, including engineering reviews, as set forth in Section 3.4.3, preceding, will be undertaken only after the Telephone Company has notified the customer that additional engineering charges apply, as set forth in Section 10.2.2, following, and the customer agrees to such charges.

Additional Engineering will be provided by the Telephone Company at the request of the customer only when:

- (A) A customer requests additional technical information after the Telephone Company has already provided the technical information normally included on the Design Layout Report (DLR), as set forth in Section 4.1.6, preceding.
- (B) Additional engineering time is incurred by the Telephone Company to engineer a customer's request for a customized service, as set forth in Section 4.1.2, preceding.
- (C) A customer requested Design Change requires the expenditure of Additional Engineering time. Such Additional Engineering time is incurred by the Telephone Company for the engineering review, as set forth in Section 3.4.3, preceding. The charge for Additional Engineering time relating to the engineering review, which is undertaken to determine if a Design Change is indeed required, will apply whether or not the customer authorizes the Telephone Company to proceed with the Design Change. In this case, the Design Change charge, as set forth in Section 10.2.1(C), following, does not apply unless the customer authorizes the Telephone Company to proceed with the Design Change.

## ACCESS SERVICE

7. Additional Engineering, Additional Labor, and Miscellaneous Services (Cont'd)7.2 Additional Labor

Additional Labor is that labor requested by the customer on a given service and agreed to by the Telephone Company, as set forth in Sections 7.2.1 through 7.2.5, following. The Telephone Company will notify the customer that additional labor charges, as set forth in Section 10.2.3, following, will apply before any additional labor is undertaken. A call-out of a Telephone Company employee, at a time not consecutive with the employee's scheduled work period, is subject to a minimum charge of four hours. When provisioning or restoring Telecommunications Service Priority services, the Telephone Company will, when possible, notify the customer of the applicability of these Additional Labor charges.

7.2.1 Overtime Installation

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

7.2.2 Overtime Repair

Overtime Repair is that Telephone Company repair effort performed outside of normally scheduled working hours.

7.2.3 Standby

Standby includes all time in excess of one-half (1/2) hour during which Telephone Company personnel standby to make installation acceptance tests or cooperative tests with a customer to verify facility repair on a given service.

7.2.4 Testing and Maintenance with Other Telephone Companies

Additional testing, maintenance, or repair of facilities which connect other telephone companies is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Telephone Company.

7.2.5 Other Labor

Other labor is that additional labor not included in Sections 7.2.1 through 7.2.4, preceding, and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this pricelist.

## ACCESS SERVICE

7. Additional Engineering, Additional Labor, and Miscellaneous Services (Cont'd)7.3 Miscellaneous Services7.3.1 Testing Services

Testing Services, offered under this section of the pricelist, are optional and subject to rates and charges, as set forth in Section 10.2.4, following. A call-out of a Telephone Company employee, at a time not consecutive with the employee's scheduled work period, is subject to a minimum charge of four hours.

Testing Services are normally provided by Telephone Company personnel at Telephone Company locations; however, provisions are made in (A)(2), following, for a customer to request Telephone Company personnel to perform Testing Services at the customer designated premises.

The offering of Testing Services, under this section of the pricelist, is made subject to the availability of the necessary qualified personnel and test equipment, at the various test locations mentioned in (A), following.

(A) Special Access Service

The Telephone Company will provide assistance in performing specific tests requested by the customer.

(1) Additional Cooperative Acceptance Testing

When a customer provides a technician at its premises, or at an end user's premises, with suitable test equipment to perform the requested tests, the Telephone Company will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing on Voice Grade Services. At the customer's request, the Telephone Company will provide a technician at the customer's premises, or at the end user's premises. These tests may, for example, consist of the following:

- Attenuation Distortion (i.e., frequency response)
- Intermodulation Distortion (i.e., a harmonic distortion)
- Phase Jitter
- Impulse Noise
- Envelope Delay Distortion
- Echo Control
- Frequency Shift

The rates for Additional Cooperative Acceptance Testing are as set forth in Section 10.2.4(D), following.

## ACCESS SERVICE

7. Additional Engineering, Additional Labor, and Miscellaneous Services (Cont'd)7.3 Miscellaneous Services (Cont'd)7.3.1 Testing Services (Cont'd)(A) Special Access Service (Cont'd)(2) Additional Manual Testing

The Telephone Company will provide a technician at its premises, and the Telephone Company or customer will provide a technician at the customer's designated premises with suitable test equipment to perform the requested tests.

The rates for Additional Manual Testing are as set forth in Section 10.2.4(E), following.

(3) Obligation of the Customer

When the customer subscribes to Testing Service as set forth in this section, the customer shall make the facilities to be tested available to the Telephone Company at times mutually agreed upon.

7.3.2 Maintenance of Service

(A) When a customer reports a trouble to the Telephone Company for clearance and no trouble is found in the Telephone Company's facilities, the customer shall be responsible for payment of a Maintenance of Service Charge, as set forth in Section 10.2.4(F), following, for the period of time from when Telephone Company personnel are dispatched, at the request of the customer, to the customer designated premises, to when the work is completed. Failure of Telephone Company personnel to find trouble in Telephone Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

(B) The customer shall be responsible for payment of a Maintenance of Service Charge when the Telephone Company dispatches personnel to the customer designated premises, and the trouble is in equipment or communications systems provided by other than the Telephone Company or in depreciable CPE provided by the Telephone Company.

In either (A) or (B), preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service Charge applies.



## ACCESS SERVICE

7. Additional Engineering, Additional Labor, and Miscellaneous Services (Cont'd)7.3 Miscellaneous Services (Cont'd)7.3.3 Telecommunications Service Priority - TSP

- (A) Priority installation and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's Rules and Regulations.

In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" (NCSH 3-1-2) dated July 9, 1990, and "Telecommunications Service Priority System for National Security Emergency Preparedness Service User Manual" (NCSM 3-1-1).

The TSP System is a service, developed to meet the requirements of the Federal Government, as specified in the Service Vendor's Handbook and Service User's Manual which provides the regulatory, administrative, and operational framework for the priority installation and/or restoration of NSEP telecommunications services. These include both Switched and Special Access Services. The TSP System applies only to NSEP telecommunications services, and requires and authorizes priority action by the Telephone Company providing such services.

For Switched Access Service, the TSP System's applicability is limited to those services which the Telephone Company can discreetly identify for priority provisioning and/or restoration.

- (B) A Telecommunications Service Priority charge applies, as set forth in Section 10.2.4(G), following, when a request to provide or change a Telecommunications Service Priority is received subsequent to the issuance of an Access Order to install the service.

Additionally, a Miscellaneous Service Order Charge, as set forth in Section 10.2.1(D), following, will apply to Telecommunications Service Priority requests that are ordered subsequent to the initial installation of the associated access service.

A Telecommunications Service Priority charge does not apply when a Telecommunications Service Priority is discontinued or when ordered coincident with an Access Order to install or change service.

## ACCESS SERVICE

7. Additional Engineering, Additional Labor, and Miscellaneous Services (Cont'd)7.3 Miscellaneous Services (Cont'd)7.3.3 Telecommunications Service Priority – TSP (Cont'd)

## (B) (Cont'd)

In addition, Additional Labor rates, as set forth in Section 10.2.3, following, may be applicable when provisioning or restoring Switched or Special Access Services with Telecommunications Service Priority.

When the customer requests an audit, or a reconciliation of the Telephone Company's Telecommunications Service Priority records, a Miscellaneous Service Order Charge, as set forth in Section 10.2.1(D), following, and Additional Labor rates, as set forth in Section 10.2.3, following, are applicable.

7.4 Billing Name and Address Service7.4.1 General Description

(A) Billing Name and Address (BNA) Service is the provision, by the Telephone Company, to an interstate service provider, who is a customer of the Telephone Company, of the complete billing name, street address, city or town, state and zip code for a telephone number, or calling card account number, assigned by the Telephone Company. An interstate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider, or any other provider of interstate telecommunications services.

(B) BNA Service is provided only for the purposes of allowing customers to bill their end users for telephone services provided by the customer, order entry and customer service information, fraud prevention identification of end users who have moved to a new address, any purpose associated with equal access requirement, and information associated with Local Exchange Carrier (LEC) calling card calls, collect and third party calls.

BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.

(C) BNA information associated with listed/published telephone numbers will be provided. Requests for BNA information associated with nonpublished and unlisted telephone numbers will be provided, unless the subscriber to a nonpublished or unlisted telephone number has affirmatively requested that its BNA not be disclosed.

## ACCESS SERVICE

7. Additional Engineering, Additional Labor, and Miscellaneous Services (Cont'd)7.4 Billing Name and Address Service (Cont'd)7.4.2 Undertaking of the Telephone Company

- (A) A standard format for the receipt of BNA requests and the provision of BNA information will be established by the Telephone Company.
- (B) Standard response to BNA requests will be by First Class Mail. Standard format will be on paper. Optional Magnetic Tape formatting will be offered, where available.
- (C) Where facilities are available, the customer may request an optional specialized output format required to meet a specific customer need.
- (D) The Telephone Company will make every effort to provide accurate and complete BNA data. The Telephone Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.
- (E) The Telephone Company will not disclose BNA information to parties other than interstate service providers and their authorized billing agents, as defined in Section 7.4.1(A), preceding. BNA disclosure is limited to those purposes, as defined in Section 7.4.1(B) preceding.
- (F) The Telephone Company reserves the right to request from an interstate service provider who has placed an order for BNA service, the source data upon which the interexchange carrier has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in Section 7.4.1(B), preceding. The Telephone Company will not process the order until such time as the interstate service provider supplies the requested data.

7.4.3 Obligations of the Customer

- (A) The customer shall order BNA Service on a separate BNA Order. The order must identify both the customer's authorized representative and the address to which the information is to be sent.
- (B) The customer shall treat all BNA information as confidential. The customer shall ensure that BNA information is used only for the purposes, as described in Section 7.4.1(B), preceding.

## ACCESS SERVICE

7. Additional Engineering, Additional Labor, and Miscellaneous Services (Cont'd)7.4 Billing Name and Address Service (Cont'd)7.4.3 Obligations of the Customer (Cont'd)

- (C) The customer shall not publicize or represent to others that the Telephone Company jointly participates with the customer in the development of the customer's end user records it assembles through the use of BNA Service.
- (D) Upon request, the customer will provide to the Telephone Company, the source data upon which the customer has based an order for BNA service. The Telephone Company will not process the order until such time as the customer provides the requested data.

7.4.4 Rate Regulations

- (A) For each order for BNA information received by the Telephone Company, a BNA Order Charge applies. In addition, a charge applies for each customer specific record provided. The BNA Order Charge and the Per Record Charge are specified in Section 10.2.4(L), following.
- (B) Where available, the customer may order the response formatted on Magnetic Tape. The Optional Magnetic Tape Charge is specified in Section 10.2.4(L), following, and is in addition to the BNA Order Charge and the BNA Record Charge.
- (C) Where available, the customer may order an output format, other than a standard paper format, in order to meet a customer's specific requirement. This option is subject to an hourly programming charge, as specified in Section 10.2.4(L), following, and is in addition to the BNA Order Charge and the BNA Record Charge.

ACCESS SERVICE

8. Exceptions to Access Service Offerings

The services offered under the provisions of this pricelist are subject to availability, as set forth in Section 2.1.4, preceding. In addition, the following exceptions apply:

- Reserved for future use.

## ACCESS SERVICE

9. Public Packet Data Network

Public Packet Data Networks utilize separate data networks, comprised of switching, routing and transmission facilities. The networks provide for the transfer of data provided by a customer in a frame or cell format. The data is separated into discrete segments for transmission through the public packet data network.

9.1 Frame Relay Access Service9.1.1 General

Frame Relay Access Service (FRAS) is a medium-speed, connection-oriented packet-switched data service that allows for the interconnection of Local Area Networks (LANs) or other compatible customer premises equipment for the purpose of connecting to an interstate frame relay network. FRAS also allows for the interconnection of a customer designated premises to a DSL Access Service Connection Point. The terminal equipment accumulates the customer data and puts it into a frame relay format suitable for transmission over the FRAS network. This terminal equipment must conform to the requirements specified in the following Technical References:

ITU-CCITT I.233.1,  
ITU-CCITT I.233.2,  
ITU-CCITT I.370, and  
ITU-T Q.933

FRAS permits customers to share network bandwidth for data transmissions.

Rates and charges for FRAS are set forth in Section 10.3.1, following. The application of rates for FRAS is described in Section 9.1.4, following.

In addition to the regulations and charges specified in this section, the general regulations and charges specified in other sections of this pricelist apply as appropriate.

9.1.2 Service Description

FRAS is a transport service that facilitates the exchange of variable length information units (frames) between customer connections. Frames travel a fixed path through the network with an address that specifies the permanent virtual connection. Addresses are read by the network processor and the frames are relayed to the preassigned destination.

FRAS service includes: the Frame Relay Access Connection, the Frame Relay Inter-network Connection, and Permanent Virtual Connections (PVC) which have associated Committed Information Rates (CIRs).

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.1 Frame Relay Access Service (Cont'd)9.1.2 Service Description (Cont'd)

The Frame Relay Access Connection and the Frame Relay Inter-network Connection elements provide access to a Telephone Company wire center equipped with a frame relay switch. A generic view of FRAS access is shown in 9.1.4(A), following. Frame Relay Access Service connections are available from the wire centers as identified in National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4.

The Frame Relay Access Connection combines a frame relay compatible 56.0 kbps, 64.0 kbps, 1.544 Mbps, or 44.736 Mbps digital transport facility with a port on a frame relay switch. The Frame Relay Access Connection includes the Telephone Company facility between the customer designated premises and the customer's serving wire center, the interoffice transport (if applicable) between the customer's serving wire center and a wire center equipped with a frame relay switch, and the end user port. The end user port is a user-to-network interface which provides the lineside physical entry point into the Telephone Company frame relay network and permits FRAS compatible end user customer premises equipment (CPE) to originate or terminate an interstate access service.

Connections between end user customer premises equipment and the Telephone Company frame relay switch are available at speeds of 56.0 kbps, 64.0 kbps, 1.544 Mbps, or 44.736 Mbps. Each end user port requires the identification of a corresponding terminating port. All end user ports must be in conformance with the Technical References specified in (A), above.

The Frame Relay Inter-network Connection combines a frame relay compatible 1.544 Mbps or 44.736 Mbps digital transport facility with a port on a frame relay switch. The Frame Relay Inter-network Connection includes the Telephone Company facility between the customer designated premises and the customer's serving wire center, the interoffice transport (if applicable) between the customer's serving wire center and a wire center equipped with a frame relay switch, and the inter-network customer port. The inter-network customer port is a network-to-network interface which provides the trunk side physical entry point into the Telephone Company frame relay network. The inter-network customer port connects the Telephone Company frame relay switch and the access customer's network. The inter-network customer port is offered at speeds of 1.544 Mbps or 44.736 Mbps. All inter-network customer ports must be in conformance with Technical Reference TR-TSV-001370, Issued: May 1993.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.1 Frame Relay Access Service (Cont'd)9.1.2 Service Description (Cont'd)

The Telephone Company will provide the logical circuits required within its frame relay network to connect the ports or to connect a port with a DSL Access Service Connection Point. These logical circuits, or Permanent Virtual Connections (PVCs), are software defined, end-to-end, bi-directional communications paths that are established and dis-established via the access service order process. While no physical circuits are dedicated, the two network addresses (one from each port) are connected electronically to form a PVC.

There are two types of PVCs available. The standard PVC establishes a communications path within the Telephone Company's frame relay network between two ports or between a port and a DSL Access Service Connection Point. The extended PVC establishes a communications path on two interconnected telephone companies' frame relay networks located in adjacent serving territories between two ports or between a port and a DSL Access Service Connection Point.

At the time service is ordered, the number of PVCs will be identified along with their Committed Information Rates (CIRs). CIR is the bit rate at which the FRAS network commits to transfer data. Committed Information Rates provide for frame relay switch throughout at designated speeds, as set forth in Section 9.1.4(A)(3), following. This information is required for network routing purposes.

Frame Relay Access Service is ordered under the Access Order provisions, as set forth in Section 3.2, preceding. Also included in that section are other charges which may be associated with ordering FRAS (e.g., Service Date Change Charges, Cancellation Charges, etc.).

A minimum of two FRAS connections are required for data to be transported between customer designated premises.

At no additional charge, the Telephone Company will, at the customer's request, cooperatively test at the time of installation.



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.1 Frame Relay Access Service (Cont'd)9.1.3 Service Provided by More than One Telephone Company

There are two types of arrangements available for Frame Relay Access Service (FRAS) when the service is provided by more than one Telephone Company, (i.e., Jointly-Provided FRAS and Interconnected FRAS), as described below.

(A) Jointly-Provided FRAS

When the transport facility between the customer designated premises and a wire center equipped with a frame relay switch is provided by more than one Telephone Company, the telephone companies involved will provide a Special Access Service facility, as set forth in Section 4, preceding, and in accordance with Sections 2.4.7 and 3.3, preceding.

Jointly-Provided FRAS service includes: the End User Port, the Inter-network Customer Port, and Permanent Virtual Connections (PVCs) which have associated Committed Information Rates (CIRs). A Special Access Service facility is used to connect to the frame relay switch.

Connections are provided via Channel Termination(s) and Channel Mileage, as specified in Section 4 Special Access Digital Data and High Capacity Services, preceding. All regulations, rates and charges, as specified in Section 4, will apply in addition to the rates and charges associated with FRAS. A generic view of jointly-provided FRAS is shown in Section 9.1.4(A), following.

The Telephone Company that provides the frame relay switch will bill an End User Port charge for the end user port connection and/or an Inter-network Customer Port charge for the inter-network customer port connection.

The Special Access Service, End User Port, and/or Inter-network Customer Port charge(s) will apply in lieu of the Frame Relay Access Connection or Frame Relay Inter-network Connection.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.1 Frame Relay Access Service (Cont'd)9.1.3 Service Provided by More than One Telephone Company (Cont'd)(B) Interconnected FRAS

Interconnected FRAS allows the Telephone Company to interconnect its frame relay network with another telephone company's frame relay network. Interconnected FRAS provides connections between telephone companies in adjacent serving territories and in non-adjacent serving territories.

(1) Adjacent Serving Territories

In order to connect the Telephone Company's frame relay switch to a frame relay switch of another telephone company that is located in an adjacent serving territory, the customer must order Extended Permanent Virtual Connections (EPVCs), which have associated CIRs. The E-PVCs are in addition to the Frame Relay Access Connection (FRAC) and/or Frame Relay Inter-network Connection (FRIC) that are required to complete the connection from the Customer's Designated Premises (CDP) to the Telephone Company's frame relay switch. A generic view of Interconnected FRAS between adjacent serving territories is shown in Section 9.1.4 (A), following.

(2) Non-Adjacent Serving Territories

In order to connect the Telephone Company's frame relay switch to a frame relay switch of another telephone company that is located in a non-adjacent serving territory, the customer must order Inter-network Customer Ports (ICPs) and a High Capacity Special Access Channel Mileage Facility to connect the two networks. These elements are in addition to the FRAC and/or the FRIC and the Standard Permanent Virtual Connections (SPVCs), which have associated CIRs, that are required to complete the connection from the CDP to the Telephone Company's ICP.

Connections between the two Telephone Companies' ICPs are provided using 1.544 Mbps and/or 44.736 Mbps High Capacity Channel Mileage Facility, as specified in Section 4.10 High Capacity Special Access Services, preceding. Channel Mileage Termination(s) do not apply. A generic view of Interconnected FRAS between non-adjacent serving territories is shown in Section 9.1.4(A), following.

ACCESS SERVICE

9. Public Packet Data Network (Cont'd)

9.1 Frame Relay Access Service (Cont'd)

9.1.4 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Frame Relay Access Service.

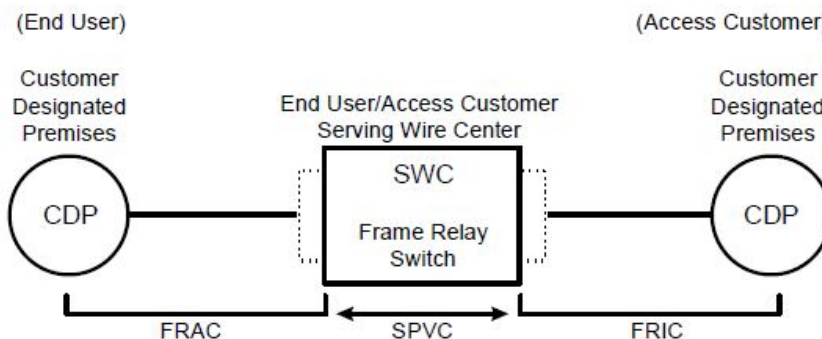
Frame Relay Access Service is available at the wire centers as identified in National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4. In the case of Interconnected Frame Relay Access Service, National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4. also identifies the intermediate and super-intermediate wire centers.

(A) Rate Categories

The following diagrams depict generic views of the components of Frame Relay Access Service and the manner in which the components are combined to provide FRAS, Interconnected FRAS, and Jointly-Provided FRAS.

**Frame Relay Access Service**

**Customer's Serving Wire Center is equipped with a frame relay switch**



RATE ELEMENTS

- FRAC = Frame Relay Access Connection
- SPVC = Standard Permanent Virtual Connection
- FRIC = Frame Relay Inter-network Connection

ACCESS SERVICE

9. Public Packet Data Network (Cont'd)

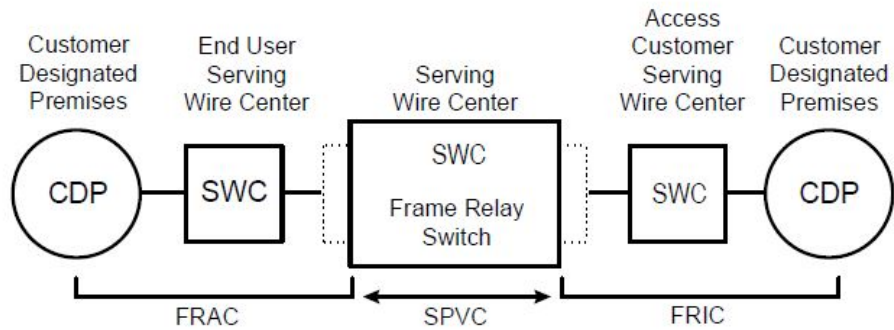
9.1 Frame Relay Access Service (Cont'd)

9.1.4 Rate Regulations (Cont'd)

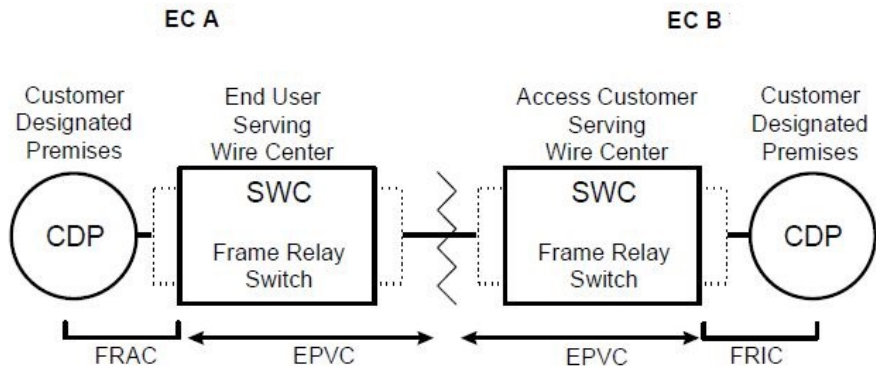
(A) Rate Categories (Cont'd)

**Frame Relay Access Service**

Customer's Serving Wire Center is not equipped with a frame relay switch



**Interconnected FRAS Between Adjacent Serving Territories**



**RATE ELEMENTS**

- FRAC = Frame Relay Access Connection
- EPVC = Extended Permanent Virtual Connection
- FRIC = Frame Relay Inter-network Connection

ACCESS SERVICE

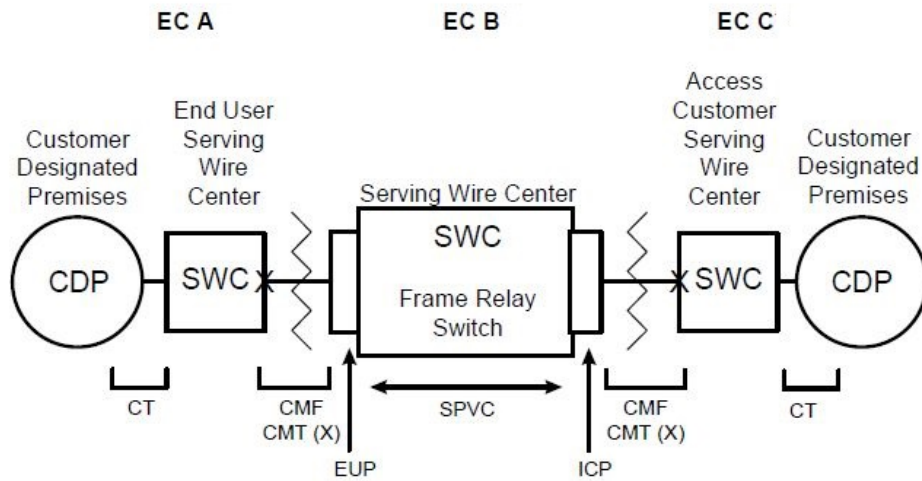
9. Public Packet Data Network (Cont'd)

9.1 Frame Relay Access Service (Cont'd)

9.1.4 Rate Regulations (Cont'd)

(A) Rate Categories (Cont'd)

**Jointly-Provided Frame Relay Access Service**



RATE ELEMENTS

	(Special Access Service)	(Frame Relay Access Service)
<b>EC "A"</b>	<ul style="list-style-type: none"> <li>• CT = Channel Termination</li> <li>• CMT = Channel Mileage Termination</li> <li>• CMF = Channel Mileage Facility</li> </ul>	
<b>EC "B"</b>	<ul style="list-style-type: none"> <li>• CMF = Channel Mileage Facility</li> <li>• CMF = Channel Mileage Facility</li> </ul>	<ul style="list-style-type: none"> <li>• EUP = End User Port</li> <li>• SPVC = Standard Permanent Virtual Connection</li> <li>• ICP = Inter-network Customer Port</li> </ul>
<b>EC "C"</b>	<ul style="list-style-type: none"> <li>• CT = Channel Termination</li> <li>• CMT = Channel Mileage Termination</li> <li>• CMF = Channel Mileage Facility</li> </ul>	

ACCESS SERVICE

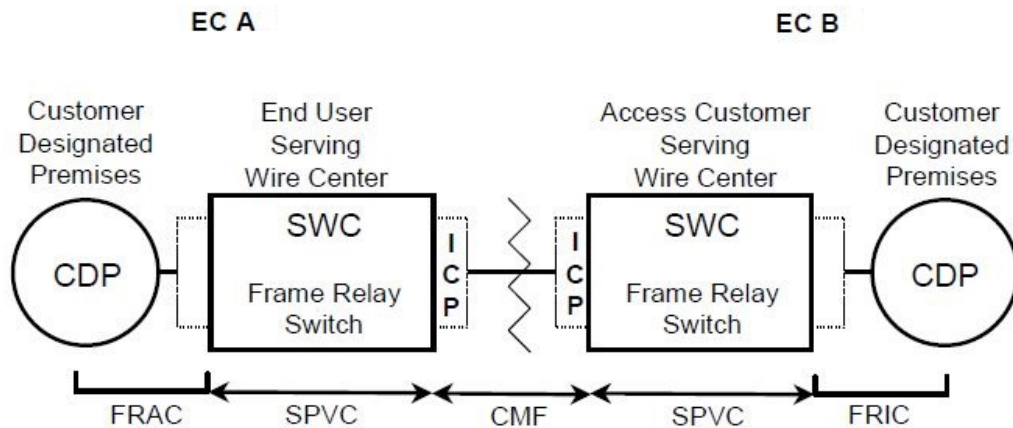
9. Public Packet Data Network (Cont'd)

9.1 Frame Relay Access Service (Cont'd)

9.1.4 Rate Regulations (Cont'd)

(A) Rate Categories (Cont'd)

**Interconnected FRAS Between Non-Adjacent Serving Territories**



**RATE ELEMENTS**

	(Special Access Service)	(Frame Relay Access Service)
<b>EC "A"-</b>	CMF = Channel Mileage Facility	FRAC = Frame Relay Access Connection SPVC = Standard Permanent Virtual Connectio ICP = Inter-network Customer Port
<b>EC "B"-</b>	CMF = Channel Mileage Facility	FRIC = Frame Relay Inter-network Connection SPVC = Standard Permanent Virtual Connection ICP = Inter-network Customer Port

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.1 Frame Relay Access Service (Cont'd)9.1.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(1) Frame Relay Access Connection

The Frame Relay Access Connection (FRAC) rate element recovers the costs associated with the communication path between the end user's premises and the Telephone Company wire center equipped with a frame relay switch. The FRAC includes the physical transmission facility between the customer designated premises and the customer's serving wire center, the interoffice transport (if applicable) between the customer's serving wire center and a wire center equipped with a frame relay switch, and the end user port on the Telephone Company's frame relay switch.

One FRAC charge applies per customer designated premises at which the FRAS connection is terminated. This applies even if the customer designated premises and the frame relay switch are collocated in a Telephone Company building.

(2) Frame Relay Inter-network Connection

The Frame Relay Inter-network Connection (FRIC) rate element recovers the costs associated with the communication path between the access customer's premises and the Telephone Company wire center equipped with a frame relay switch. The FRIC includes the physical transmission facility between the customer designated premises and the customer's serving wire center, the interoffice transport (if applicable) between the customer's serving wire center and a wire center equipped with a frame relay switch, and the inter-network customer port on the Telephone Company's frame relay switch.

One FRIC charge applies per customer designated premises at which the FRAS connection is terminated. This applies even if the customer designated premises and the frame relay switch are collocated in a Telephone Company building.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.1 Frame Relay Access Service (Cont'd)9.1.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(3) End User Port

An End User Port charge is applied as a discrete rate element in conjunction with jointly-provided Special Access Service. Refer to Moss Adams LLC Tariff F.C.C. No. 1, Sections 7.9 and 7.10, for additional applicable rates and charges. (x)

The End User Port is the physical location in the Telephone Company switching office where the transport facility of the customer connects to the FRAS Network. It specifies how a frame relay switch sends and receives data from a frame relay end user customer's LAN or other compatible CPE devices.

The End User Port consists of a 56.0 kbps, 64.0 kbps, 1.544 Mbps, or 44.736 Mbps interface. The port connecting the transport facility to the Telephone Company frame relay switch must be ordered and provided at the same speed as the associated transport facility.

(4) Inter-network Customer Port

An Inter-network Customer Port Charge is applied in conjunction with Jointly-Provided FRAS and Interconnected FRAS between non-adjacent serving territories. Refer to Moss Adams LLC Tariff F.C.C. No.1, Section 7.10, for additional applicable rates and charges for the High Capacity Special Access Service used in conjunction with these services. (x)

The Inter-network Customer Port is the physical location in the Telephone Company switching office where the access customer's transport facility connects to the Telephone Company's FRAS network. It specifies how a frame relay switch sends and receives data from a frame relay access customer's network.

The Inter-network Customer Port is offered at speeds of 1.544 Mbps or 44.736 Mbps. The port connecting the transport facility to the Telephone Company frame relay switch must be ordered and provided at the same speed as the associated transport facility.

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## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.1 Frame Relay Access Service (Cont'd)9.1.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(5) Permanent Virtual Connection (PVC)

A PVC is a software defined communications path between two port connections or between a port connection and a DSL Access Service Connection Point.

Each PVC is provisioned with a customer selected Committed Information Rate (CIR). The CIR is a transmission speed specified by the customer. CIRs range from 8 kbps to 768 kbps. The Telephone Company will provide switch capacity to permit the customer to transmit information with guaranteed delivery at the specified CIR. The Telephone Company will permit customers to attempt to transmit beyond the specified CIR up to the actual throughput speed of the port with no guarantee of completion. Attempted transmissions above the actual throughput speed of the port will not be permitted.

Customers will be permitted to order multiple PVCs on a given port, subject to switch limitations. Customers anticipating non-simultaneous transmission may order CIRs assigned to these multiple PVCs, the sum of which may theoretically exceed the actual throughput of the port. However, when simultaneous transmission of multiple PVCs occurs, the total of the transmission rate (CIRs) may not exceed the actual throughput of the port.

There are two types of PVCs available. The standard PVC (SPVC) establishes a communications path within the Telephone Company's frame relay network between two ports, or between a port and a DSL Access Service Connection Point. The extended PVC (EPVC) establishes a communications path on two interconnected telephone companies' frame relay networks located in adjacent serving territories between two ports, or between a port and a DSL Access Service Connection Point.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.1 Frame Relay Access Service (Cont'd)9.1.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges

There are two types of rates and charges. They are monthly rates and nonrecurring charges. The rates and charges are described as follows:

(1) Monthly Rates

Monthly rates are recurring rates that apply each month, or fraction thereof, that a FRAS is provided. For billing purposes, each month is considered to have 30 days.

(2) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for FRAS are: installation of service and service rearrangements. These charges are in addition to the Access Order Charge, as specified in Section 10.2.1, following:

(a) Installation of Service

Nonrecurring charges apply for the installation of Frame Relay Access Connections (FRAC), Frame Relay Inter-network Connections (FRIC), and Permanent Virtual Connections (PVC).

A nonrecurring charge applies per FRAC or FRIC installed and is based on the speed of the connection.

A nonrecurring charge applies per PVC installed.

(b) Service Rearrangements

Service Rearrangements are changes to existing (installed) services.

A PVC Rearrangement Charge will be applied whenever a change is made to the CIR of an existing PVC after initial port installation and/or a change is made to the terminating port destination of the PVC.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.1 Frame Relay Access Service (Cont'd)9.1.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(b) Service Rearrangements (Cont'd)

Administrative changes will be made without charge(s) to the customer. Administrative changes are as follows:

- Change of customer name,
- Change of customer or customer's end user premises address when the change of address is not a result of physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number),
- Change of agency authorization,
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer or customer's end user contact name or telephone number, and
- Change of jurisdiction.

(c) Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer's premises
- The customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.1 Frame Relay Access Service (Cont'd)9.1.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(c) Moves (Cont'd)(i) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring (i.e., installation) charge for the service termination affected. There will be no change in the minimum period requirements. This charge is in addition to the Access Order Charge, as specified in Section 10.2.1, following.

(ii) Moves To a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

(C) Minimum Period

The minimum period for FRAS is one month and the full monthly rate will apply to the first month. Adjustments for quantities of services established or discontinued in any billing period, beyond the minimum period, are as set forth in Section 2.4.1(F), preceding.

The minimum period for discounted FRAS is twelve months, as set forth in Sections 2.4.2 and 3.5.1, preceding.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.1 Frame Relay Access Service (Cont'd)9.1.5 FRAS Term Discount Plan

An optional term discount plan is available for Frame Relay Access Service (FRAS). The Term Discount applies to the Frame Relay Access Connection and Frame Relay Inter-network Connection charges. The End User Port and Inter-network Customer Port charges are eligible for term discounts where the associated Special Access Service facility is eligible for a Special Access Service Term Discount. The conditions under which End User Port and Inter-network Customer Port Term Discounts apply are specified in Moss Adams LLC Tariff F.C.C. No. 1, Section 7.2.8(A), while the Term Discount percentage is as set forth in Section 10.3.1(E), following. The Permanent Virtual Connections (PVCs) are not eligible for a Term Discount. Under the FRAS Term Discount plan, the current monthly rates for eligible services are reduced by a fixed percentage. The amount of the discount percentage differs based on the length of the service commitment period selected by the customer. The Term Discount percentages for FRAS are as set forth in Section 10.3.1(E), following.

(x)

Discounts for the Term Discount plan are only applied to FRAS provided to a customer within the same state and LATA by the same Telephone Company.

The minimum service period on a month-to-month basis is one month. Under an Optional Rate Plan, the minimum service period is twelve months.

FRAS may be ordered, at the customer's option, on a month-to-month basis or for Term Discount periods of 36 months (3 years) or 60 months (5 years).

The minimum service period for all Term Discount plans is twelve months. The customer must specify the length of the service commitment period at the time the service is ordered.

For customers that subscribe to the Term Discount plan for 36 or 60 months, the Term Discount percentage, as set forth in Section 10.3.1(E), following, will be frozen from Company initiated decreases for the entire discount period at the percent in effect at the beginning of the Term Discount period.

If a Term Discount Percentage increase occurs during the term of an existing Term Discount plan, the increased percentage will be applied automatically to the remainder of the current Term Discount period.

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 Effective: July 1, 2020

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.1 Frame Relay Access Service (Cont'd)9.1.5 FRAS Term Discount Plan (Cont'd)

At the end of the Term Discount period, the customer may convert to month-to-month service or subscribe to a new Term Discount plan. If the customer does not make a choice by the end of the discount period, the rates will automatically convert to month-to-month service rates.

To be included in a Term Discount plan, all eligible FRAS rate elements must be ordered for the same commitment term (i.e., all 36 months or all 60 months) and with the same service date. When additional capacity is subsequently added, it will be available only on a month-to-month basis unless the discount period of the entire service is upgraded.

Eligible FRAS rate elements are those provided to a customer within the same state and LATA by the same Telephone Company. As long as the number of FRAS connections included in a Term Discount plan remains constant, customer requests to install and disconnect FRAS connections, including changes affecting different wire centers and/or customer designated premises, will not change the current Term Discount period or the minimum service period, and Discontinuance of Service charges as set forth in (C) following will not apply.

(A) Upgrades in Term Discounts

Services provided under month-to-month rates or Term Discount rates may be upgraded to a Term Discount plan at any time without incurring FRAS nonrecurring charges or discontinuance charges for existing services. The new Term Discount plan must meet or exceed the service term of the plan being upgraded. For example, a service with a 36 month commitment period may be upgraded to a new 36 month or 60 month service period. The monthly rates will be those that are in effect at the time the service is upgraded. A new minimum service period applies to all FRAS that is upgraded.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.1 Frame Relay Access Service (Cont'd)9.1.5 FRAS Term Discount Plan (Cont'd)(B) Upgrades in Capacity

If the customer chooses to upgrade a service under the Term Discount plan to a higher capacity (e.g., from 56.0 kbps to 64.0 kbps, or from 56.0 kbps or 64.0 kbps to 1.544 Mbps), discontinuance charges will not apply, provided all the following conditions are met:

- The customer's order for the disconnect of the existing service and the installation of the new service are received at the same time and specifically reference the application of upgrade in capacity,
- The customer's disconnect order for the existing service must reference the service installation order,
- The new service has a total capacity greater than the total capacity of the service being discontinued, and,
- The new Term Discount period meets or exceeds the Term Discount period being discontinued.

A new minimum service period applies to all upgrades. A Frame Relay Access Connection nonrecurring charge for an equivalent capacity of the existing services being upgraded to the higher speed service will not be assessed. FRAC nonrecurring charges will not apply to the upgraded lower speed services placed on the higher speed service, if requested at the same time as the upgrade request. Nonrecurring charges will apply for capacity that exceeds the existing equivalent capacity.

Discontinuance charges will not apply should the customer choose to upgrade either a portion of or the entire FRAS under the Term Discount plan and move the service to a new customer location(s) within the same state and LATA where service is provided by the same Telephone Company.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.1 Frame Relay Access Service (Cont'd)9.1.5 FRAS Term Discount Plan (Cont'd)(C) Discontinuance of Service

If the customer chooses to disconnect all or a portion of the service prior to the expiration of the Term Discount period, discontinuance charges will apply to the portion of the service being discontinued.

Should the customer choose to discontinue a Term Discount plan prior to the completion of the minimum service period, discontinuance charges will apply. Discontinuance charges equal to one-hundred percent of the total undiscounted monthly rates, less any amounts previously paid, will apply for the minimum service period. Additionally, discontinuance charges of fifteen percent of the total undiscounted monthly charges will apply to the remaining portion of the discount service term.

Should the customer choose to discontinue service ordered under a Term Discount plan after the minimum service period, but before the completion of the discount period, discontinuance charges will apply. Discontinuance charges of fifteen percent of the total undiscounted monthly charges will apply to the remaining portion of the discount period. For example, a customer has a 1.544 Mbps Frame Relay Access Connection which it chooses to discontinue after 33 months into a 60-month service term. The discontinuance charge would be 0.15 times 27 months times the undiscounted monthly rates for that service.



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service9.2.1 General

Asynchronous Transfer Mode Cell Relay Access Service (ATM-CRS) is a connection-oriented transport service that is based on Asynchronous Transfer Mode (ATM) technology using fixed length, 53-byte cells. ATM cells generated by ATM-compatible customer premises equipment (CPE) are transmitted through the Telephone Company's ATM-CRS network to a pre-specified destination.

ATM-CRS provides customers requiring high-speed data transport for bandwidth intensive data, voice, or video applications with the ability to interconnect multiple locations using the Telephone Company's ATM-CRS network. The customer may use ATM-CRS to interconnect its customer designated premises (CDPs), served by the Telephone Company's ATM-CRS network, to interconnect its local area network (LAN) to the Telephone Company's ATM-CRS network, and/or to interconnect its CDPs to an ATM network located outside of the Telephone Company's serving territory.

9.2.2 Service Description

ATM-CRS is provided using a combination of Ports, Virtual Paths, and Virtual Circuit Channels. An ATM-CRS Port is required to provide the interface into the Telephone Company's ATM-CRS network. A Virtual Path (VP) is required to establish a transmission path between any two ATM-CRS Ports. Virtual Circuit Channels (VCCs) may be ordered from the Telephone Company to establish a communications path between any two CDPs, or established by the customer using its own equipment.

Service is provided, where available, between CDPs and designated Telephone Company Serving Wire Centers (SWCs). ATM-CRS will be furnished where suitable facilities exist as determined by the Telephone Company. The Telephone Company will identify its ATM-CRS equipped Serving Wire Centers in the National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4.

Rates and charges for ATM-CRS are specified in Section 10.3.2, following. The application of rates and charges for ATM-CRS is described later in this section.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.3 Obligations of the Customer

In addition to the regulations described in other sections of this pricelist, the following provisions apply to ATM-CRS:

- (A) The customer is responsible for providing the Telephone Company with the necessary information to provision ATM-CRS, as specified in Section 3.2 Ordering Requirements, preceding.
- (B) The customer is responsible for providing and maintaining all required customer premises equipment (CPE), which is compatible with ATM-CRS and complies with the standards specified in the following publications: The ATM Forum Technical Committee ATM User-Network Interface (UNI) Signaling Specification (Version 4.0), Private Network-Network Interface Specification (Version 1.0), and BISDN Inter Carrier Interface (B-ICI) Specification (Version 2.0).

A customer ordering Ethernet-based ATM-CRS Ports is also responsible for ensuring that its CPE complies with the standards specified in Technical Reference IEEE Std. 802.3-2008, Part 3, Section 1, Clause 15 for 10BASE-F, Section 2, Clause 26 for 100BASE-F, and Section 3, Clauses 34 through 38 for 1000BASE-X connections.

A customer ordering the ATM-CRS Port Internet Protocol (IP) Function is also responsible for ensuring that its CPE hands off IP packets to the Telephone Company's ATM-CRS network in a format that complies with the standards specified in the Internet Engineering Task Force Request For Comments (RFC) 791 entitled "INTERNET PROTOCOL, DARPA Internet Program Protocol Specification" (September 1981) and RFC 1483 entitled "Multiprotocol Encapsulation over ATM Adaptation Layer 5" (July 1993).

ACCESS SERVICE

9. Public Packet Data Network (Cont'd)

9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)

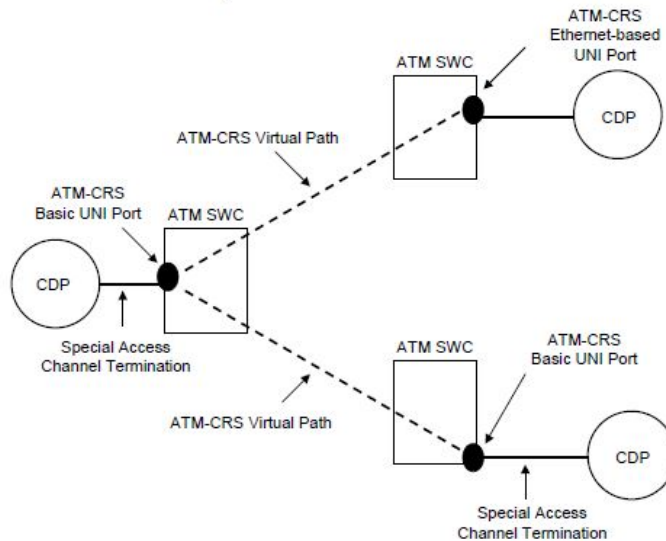
9.2.4 Rate Regulations

This section contains the regulations governing the rates and charges that apply for ATM-CRS. Regulations governing the rates and charges for Special, ADSL and/or SDSL Access Services provided under this pricelist used in conjunction with ATM-CRS are as specified in Section 4, preceding.

The following diagrams depict generic views of the components of ATM-CRS.

In the first figure, all of the customer's CDPs are served by ATM-CRS equipped SWCs. The ATM-CRS customer orders the applicable ATM-CRS components pursuant to the provisions specified in this section and the applicable Special Access Service components pursuant to the provisions specified in Section 4, preceding.

Figure 1



ACCESS SERVICE

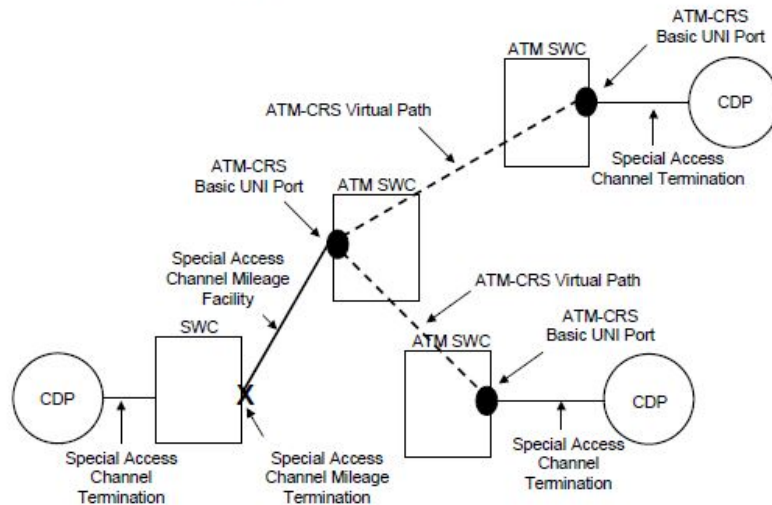
9. Public Packet Data Network (Cont'd)

9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)

9.2.4 Rate Regulations (Cont'd)

In the second figure, one of the customer's CDPs is not served by an ATM-CRS equipped SWC. The ATM-CRS customer orders the applicable ATM-CRS components pursuant to the provisions specified in this section and the applicable Special Access Service components pursuant to the provisions specified in Section 4, preceding.

Figure 2



ACCESS SERVICE

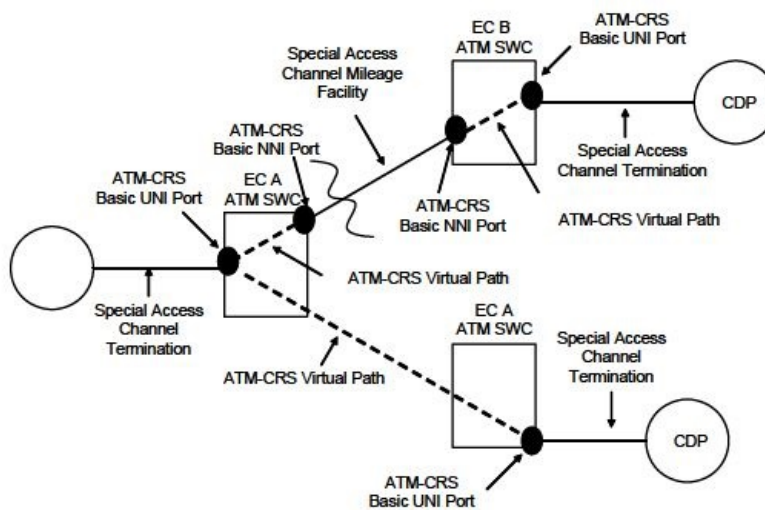
9. Public Packet Data Network (Cont'd)

9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)

9.2.4 Rate Regulations (Cont'd)

In the third figure, one of the customer's CDPs is served by another telephone company's ATM network. The ATM-CRS customer orders the applicable ATM-CRS components from the Telephone Company pursuant to the provisions specified in this section and the applicable Special Access Service components pursuant to the provisions specified in Section 4, preceding. In addition, the customer will order the applicable ATM and special access services components from the distant telephone company.

Figure 3



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.4 Rate Regulations (Cont'd)(A) Rate Categories

The various ATM-CRS service components are described below.

(1) ATM-CRS Ports

An ATM-CRS Port receives ATM cells from the customer's ATM-compatible CPE, validates the addressing parameters contained in the cell headers, and transmits the cells into the ATM-CRS network. The ATM-CRS Port also receives ATM cells from the Telephone Company's ATM-CRS network or from an ATM network located outside of the Telephone Company's serving territory, validates the addressing parameters contained in the cell headers, and transmits the cells to the pre-designated CDP.

ATM-CRS Ports are available with a User Network Interface (UNI) or a Network to Network Interface (NNI), as described below. Each ATM-CRS Port must be associated with a minimum of one ATM-CRS Virtual Path or DSL Access Service Connection optional function.

Interconnection of the Telephone Company's ATM-CRS network to another ATM network located outside of the Telephone Company's serving territory is provided using ATM-CRS Basic NNI ports and Telephone Company provided Special Access Services.

(a) Basic User Network Interface (UNI) Port

Basic UNI Ports provide a port only interface to the Telephone Company's ATM-CRS network and do not include the required transport facility between the CDP and the Telephone Company's SWC at which the basic UNI Port is located. Transport to connect the CDP with the basic UNI Port is provided using Telephone Company provided services as described in Section 4.4, preceding. Basic UNI Ports are available at bandwidth speeds of 1.544 Mbps, 44.736 Mbps, 155.52 Mbps and 622.08 Mbps.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(1) ATM-CRS Ports (Cont'd)(b) Ethernet-based User Network Interface (UNI) Port

Ethernet-based UNI Ports are used to interconnect the customer's Ethernet-compatible CPE with the Telephone Company's ATM-CRS network and include the transport facility between the CDP and the Telephone Company's SWC, provided that the CDP is served by the SWC in which the Ethernet-based UNI Port is located. Ethernet-based UNI Ports are available at bandwidth speeds of up to 10 Mbps (i.e., 10BASE-F), up to 100 Mbps (i.e., 100BASE-F) and up to 1 Gbps (i.e., 1000BASE-X).

(c) Basic Network to Network Interface (NNI) Port

Basic NNI Ports provide a port only interface to the Telephone Company's ATM-CRS network and do not include the required transport facility between the CDP and the Telephone Company's SWC at which the basic NNI Port is located. Transport to connect the CDP with the basic NNI Port is provided using Telephone Company provided services as described in Section 4.4, preceding. Basic NNI Ports are available at bandwidth speeds of 1.544 Mbps, 44.736 Mbps, 155.52 Mbps and 622.08 Mbps.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(1) ATM-CRS Ports (Cont'd)(d) Ethernet-based Network to Network Interface (NNI) Port

Ethernet-based NNI Ports are used to interconnect the customer's Ethernet-compatible CPE with the Telephone Company's ATM-CRS network and include a fiber only connection between the CDP and the Telephone Company's SWC, provided that the CDP is served by the SWC in which the Ethernet-based NNI Port is located. Ethernet-based NNI Ports are available at bandwidth speeds of up to 10 Mbps (i.e., 10BASE-F), up to 100 Mbps (i.e., 100BASE-F) and up to 1 Gbps (i.e., 1000BASE-X)

Monthly and nonrecurring charges apply for each ATM-CRS Port ordered.

(2) ATM-CRS Visual Paths

An ATM-CRS Virtual Path (VP) is a pre-defined, logical circuit established by the Telephone Company that is required to route ATM cells between any two ATM-CRS Ports located within the Telephone Company's ATM-CRS network. VPs may be established between two ATM-CRS UNI Ports, between an ATM-CRS UNI Port and an ATM-CRS NNI Port, or between two ATM-CRS NNI Ports. VPs are available in increments of 1 Mbps. The bandwidth capacity on a VP may not exceed the maximum bandwidth of the associated ATM-CRS Ports. In addition to specifying the bandwidth capacity required on its order, the customer must specify one of the following traffic routing prioritization parameters for each VP ordered.



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(2) ATM-CRS Visual Paths (Cont'd)(a) Constant Bit Rate (CBR)

CBR supports applications that require special network timing and minimal delay to ensure steady data flow of user information through the ATM-CRS network. Examples of applications requiring CBR include voice, some types of video and circuit emulation for higher speed special access services. CBR is the highest priority traffic on the network.

(b) Variable Bit Rate - real time (VBR-rt)

VBR-rt supports applications for which the data flow is bursty and requires low delay variance in ATM cell transmissions. Examples of applications requiring VBR-rt include voice and video.

(c) Variable Bit Rate - non real time (VBR-nrt)

VBR-nrt supports applications for which the data flow is bursty and variable delays in ATM cell transmissions can be tolerated. Examples of applications requiring VBR-nrt include file transfer, multimedia and computer aided design/computer aided manufacturing (CAD/CAM).

(d) Unspecified Bit Rate (UBR)

UBR supports applications for which the data flow is bursty and delay tolerant using "best effort" engineering. The Telephone Company will attempt to deliver all ATM cells received on a UBR VP, however, network congestion may result in a loss of ATM cells. Examples of applications requiring UBR include interactive data sessions, file transfers, monitoring and signaling.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(2) ATM-CRS Visual Paths (Cont'd)

Monthly and nonrecurring charges apply for each VP ordered. The monthly recurring charge is comprised of a fixed path charge and a variable bandwidth capacity charge, which is calculated based on the total bandwidth of the VP. For example the monthly charge for a single 145 Mbps VBR-rt path would equal \$1,715.83 (\$3.38 fixed plus \$11.81 per Megabit).

(3) ATM-CRS Virtual Circuit Channels (VCCs)

An ATM-CRS Virtual Circuit Channel (VCC) is a pre-defined logical circuit used to route ATM cells between any two CDPs served by the Telephone Company's ATM-CRS network. VCCs may be established by the customer using its CPE or by the Telephone Company in its ATM-CRS network via the service order process.

Monthly and nonrecurring charges apply for each VCC ordered by the customer. Rates and charges specified in Section 10.3.2(C), following, do not apply to VCCs established by the customer.

(4) Optional Features and Functions(a) DSL Access Service Connection

Where available, ATM-CRS UNI and/or NNI Ports may be equipped with the DSL Access Service Connection function. This function provides for the interconnection of ATM-CRS with ADSL Access Service and with SDSL Access Service, provided by the Telephone Company under this pricelist. The function also provides for the interconnection of ATM-CRS with a wireline broadband Internet transmission service provided on a non-pricelisted, common carrier basis.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(4) Optional Features and Functions (Cont'd)(a) DSL Access Service Connection (Cont'd)

This optional function allows the ATM-CRS customer to receive ADSL, SDSL, and/or wireline broadband Internet transmission service data traffic from and transmit ADSL, SDSL, and/or wireline broadband Internet transmission service data traffic to its end user customers using a UBR traffic routing prioritization parameter.

It is available only at Telephone Company designated DSL Access Service Connection Point SWCs located within the Telephone Company's serving territory or in the serving territory of another telephone company. The speed of the DSL Access Service Connection function ordered by the customer may not exceed the speed of the associated ATM-CRS Port.

A nonrecurring charge applies per port to equip the ATM-CRS UNI or NNI Port with the DSL Access Service Connection function.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(4) Optional Features and Functions (Cont'd)(b) ATM-CRS Port Internet Protocol (IP) Function

Where available, ATM-CRS UNI and/or NNI Ports may be equipped with the ATM-CRS Port Internet Protocol (IP) Function. This non-chargeable optional function allows the customer to transmit IP packets, which were formatted by the customer's CPE in conformance with the standards specified in the Internet Engineering Task Force Request For Comments (RFC) 791 entitled "INTERNET PROTOCOL, DARPA Internet Program Protocol Specification" (September 1981) and RFC 1483 entitled "Multiprotocol Encapsulation over ATM Adaptation Layer 5" (July 1993), through the Telephone Company's ATM-CRS network.

Monthly and nonrecurring charges do not apply to the ATM-CRS Port IP Function. When this function is installed subsequent to the installation of the ATM-CRS Port or removed from an existing ATM-CRS Port, an Access Order Charge, as specified in Section 10.2.1, following, will apply per order.

(B) Types of Rates and Charges

There are two types of rates and charges. They are monthly rates and nonrecurring charges. The rates and charges are described below:

(1) Monthly Rates

Monthly rates are recurring rates that apply each month or fraction thereof that an ATM-CRS service component is provided. For billing purposes, each month is considered to have 30 days.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for ATM-CRS are installation of service, service rearrangements, and moves. Except as specified below, these charges are in addition to the Access Order Charge, as specified in Section 10.2.1, following.

(a) Installation of Service

Nonrecurring charges apply for installation of Ports, VPs, VCCs, and Optional Features and Functions ordered by the customer.

(b) Service Rearrangements

Service rearrangements are changes to existing (i.e., installed) services, which may be administrative only in nature, as set forth below, or, that involve an actual physical change to the service.

The VP nonrecurring charge will apply per VP to change the bandwidth capacity and/or to change the traffic routing prioritization parameter on an existing VP.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(b) Service Rearrangements

Administrative changes will be made without charge(s) to the customer. Administrative changes are as follows:

- Change of customer name,
- Change of customer or customer's end user premises address when the change of address is not a result of physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number),
- Change of agency authorization,
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer or customer's end user contact name or telephone number, and
- Change of jurisdiction.

(c) Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer's premises
- The customer's premises

The charges for moving ATM-CRS service components are dependent on whether the move is to a different location within the same building, to a different building within the same SWC, or to a different building in a different SWC. The charges specified below apply in addition to any applicable charges for moving the associated Special Access Services, as specified in Section 4.2.3, preceding.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(c) Moves (Cont'd)(i) Moves Within the Same Building

Port only interfaces (i.e. Basic UNI/NNI Ports), VPs and VCCs are not impacted when a customer moves its Point of Termination to a different location within the same building. The charge for moving an Ethernet-based UNI or Ethernet-based NNI Port within the same building will be an amount equal to one half of the nonrecurring (i.e., installation) charge for the port. There will be no change in the minimum period requirements.

(ii) Moves To a Different Building Within the Same SWC

Port only interfaces (i.e., Basic UNI/NNI Ports), VPs and VCCs are not impacted when a customer moves its Point of Termination to a different building within the same SWC. The move of an Ethernet-based UNI or Ethernet-based NNI Port will be treated as a discontinuance and start of service. Associated nonrecurring (i.e., installation) charges will apply. New minimum period requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(c) Moves (Cont'd)(iii) Moves to a Different Building in a Different SWC

A move to a different building in a different SWC will be treated as a discontinuance and start of service of all associated ATM-CRS service components. Associated nonrecurring (i.e., installation) charges will apply. New minimum period requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

(C) Minimum Periods

The minimum period for ATM-CRS service components, provided to a customer, and for which charges are applicable are:

- Twelve months for ATM-CRS Ports, and
- One month for ATM-CRS Virtual Paths and Virtual Circuit Channels.

When a customer replaces its existing ATM-CRS service with a new Ethernet Transport Service provided pursuant to Section 9.3, following, the Telephone Company will waive any unsatisfied minimum period charges that may otherwise be applicable.



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.5 ATM-CRS Term Discount Plan

An optional term discount plan is available for Asynchronous Transfer Mode Cell Relay Access Service (ATM-CRS). Under the ATM-CRS Term Discount Plan, the monthly rates for eligible ATM-CRS service elements are reduced by a fixed percentage. The amount of the discount percentage differs based on the length of the term commitment period selected by the ATM-CRS customer.

ATM-CRS may be ordered at the customer's option on a month-to-month basis, or under a single term commitment period of either 36 months or 60 months. The customer must notify the Telephone Company in writing of the length of its selected term commitment period. For purposes of this plan, all ATM-CRS Basic User Network Interface (UNI), ATM-CRS Basic Network to Network Interface (NNI), ATM-CRS Ethernet-based UNI, and ATM-CRS Ethernet-based NNI Ports included in a customer's ATM-CRS Term Discount Plan are referred to as committed ATM-CRS Ports. To be included in an ATM-CRS Term Discount Plan, all committed ATM-CRS Ports must be ordered for the same term commitment period (i.e., all 36 months or all 60 months) and remain in-service at the same bandwidth capacity throughout the entire term commitment period.

ATM-CRS Ports installed after the establishment of the customer's ATM-CRS Term Discount Plan may be ordered on a month-to-month basis, or added as additional committed ATM-CRS Ports to a customer's existing term commitment period, as described in (A), below.

Access Order Charges, as described in Section 3.4.1, preceding, do not apply to establish a new or make any changes to an existing ATM-CRS Term Discount Plan.

The monthly rates for ATM-CRS service elements are set forth in Section 10.3.2, following. The term discount percentages, for the ATM-CRS Term Discount Plan, are set forth in Section 10.3.2(D), following.

The term discount percentage for the customer's selected term commitment period applies to all committed ATM-CRS Ports provided within the Telephone Company's operating territory. The term discount percentage also applies to the following eligible ATM-CRS elements when these elements are provided within the Telephone Company's operating territory and associated with a committed ATM-CRS Port: (1) ATM-CRS Virtual Paths (VPs); (2) ATM-CRS Virtual Circuit Channels (VCCs); (3) ATM –CRS Digital Subscriber Line VCCs (DSL VCCs); and (4) ATM-CRS Multimedia VCCs (MM-VCCs).

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.5 ATM-CRS Term Discount Plan (Cont'd)

Since there are no bandwidth or in-service requirements for ATM-CRS VPs, ATM-CRS VCCs, ATM-CRS DSL VCCs and ATM-CRS MM-VCCs associated with committed ATM-CRS Ports under the ATM-CRS Term Discount Plan, customer ordered disconnects of or changes to the number or bandwidth capacities for these elements do not affect the customer's ATM-CRS Term Discount Plan.

The term discount percentage does not apply to: (1) ATM-CRS Ports ordered on a month-to-month basis; (2) ATM-CRS VPs, ATM-CRS VCCs, ATM-CRS DSL VCCs and ATM-CRS MM-VCCs that are not associated with a committed ATM-CRS Port; (3) ATM-CRS nonrecurring charges; and (4) special access services connected to an ATM-CRS Port.

Except as specified in (A)-(C), below, discontinuance charges will apply when the customer fails to satisfy the term commitment period or the in-service requirements for its committed ATM-CRS Ports.

The term discount percentage, set forth in Section 10.3.2(D), following, will not be subject to Telephone Company initiated decreases during the customer's selected term commitment period.

If a term discount percentage increase occurs during the term of an existing ATM-CRS Term Discount Plan, the increased percentage will be applied automatically for the remainder of the customer's existing term commitment period.

At the end of the term commitment period, the customer may subscribe to a new ATM-CRS Term Discount Plan commitment period, or revert to month-to-month rates. If the customer does not notify the Telephone Company in writing of its choice by the end of its existing term commitment period, the Telephone Company will automatically convert the customer's ATM-CRS billing to month-to-month rates. An Access Order Charge will not apply when a customer, at the end of its existing term commitment period, subscribes to a replacement ATM-CRS Term Discount Plan or reverts to month-to-month rates.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.5 ATM-CRS Term Discount Plan (Cont'd)(A) ATM-CRS Port Additions

An ATM-CRS Term Discount Plan customer will choose one of the following options when ordering a new ATM-CRS Port during its existing term commitment period:

- (1) Add the new ATM-CRS Port to its existing ATM-CRS Term Discount Plan provided: (1) the customer commits to retain the newly installed ATM-CRS Port in-service at the same bandwidth capacity for the remainder of the existing term commitment period, and (2) the ATM-CRS Port is being added before the last year of an existing term commitment period. The term commitment period of the customer's existing ATM-CRS Term Discount Plan will continue uninterrupted. During the last year of the commitment period, ATM-CRS Ports may not be added to an existing term commitment period.
- (2) Order the new ATM-CRS Port on a month-to-month basis. No term discount percentage would apply to the newly installed ATM-CRS Port. The term commitment period of the customer's existing ATM-CRS Term Discount Plan will continue uninterrupted.
- (3) Replace the existing ATM-CRS Term Discount Plan in its entirety with a new ATM-CRS Term Discount Plan as described in (C), below.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.5 ATM-CRS Term Discount Plan (Cont'd)(B) Committed ATM-CRS Port Replacements

- (1) An ATM-CRS Term Discount Plan customer may disconnect a committed ATM-CRS Port before the end of its existing term commitment period and replace it with one or more newly installed committed ATM-CRS Port(s) without the application of a discontinuance charge as described in (D), below, provided: (1) the bandwidth capacity of the replacement committed ATM-CRS Port(s) is equal to or greater than the bandwidth capacity of the disconnected committed ATM-CRS Port; (2) the customer commits to retain the replacement committed ATM-CRS Port(s) in-service at the same bandwidth capacity for the remainder of the existing term commitment period; (3) the replacement committed ATM-CRS Port(s) is added to the existing term commitment before the last year of an existing term commitment period; and (4) the customer's orders for the disconnection of the originally committed ATM-CRS Port and installation of the replacement committed ATM-CRS Port(s) are submitted to the Telephone Company at the same time and include cross references, as described in Section 3.2.5, preceding.
- (2) If the bandwidth capacity of the newly installed committed ATM-CRS Port(s) is less than the bandwidth capacity of the disconnected committed ATM-CRS Port, the disconnected committed ATM-CRS Port will be subject to a discontinuance charge as described in (D), below. The newly installed port(s) can be added, as a committed ATM-CRS Port(s), to the existing term commitment period, or ordered on a month-to-month basis as described in (A), above.
- (3) Since newly installed ATM-CRS Ports cannot be added to an existing term commitment period during the last year of the commitment period, an existing committed ATM-CRS Port disconnected during the last year of the commitment period cannot be replaced as described in (B)(1), above. The disconnected committed ATM-CRS Port will be subject to a discontinuance charge as described in (D), below. During the last year of the term commitment period, newly installed ATM-CRS Ports can be ordered as described in (A), above.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.5 ATM-CRS Term Discount Plan (Cont'd)(B) Committed ATM-CRS Port Replacements

- (4) An ATM-CRS Term Discount Plan customer may disconnect a committed ATM-CRS Port before the end of its existing term commitment period, and replace it with one or more newly installed committed ETS Port(s) added to the customer's existing ETS Term Discount Plan, without the application of a discontinuance charge as described in (D), below, provided: (1) the bandwidth capacity of the replacement committed ETS Port(s) is equal to or greater than the bandwidth capacity of the disconnected committed ATM-CRS Port; (2) the term commitment period remaining in the customer's existing ETS Term Discount Plan meets or exceeds the number of months remaining in the customer's existing ATM-CRS Term Discount Plan; (3) the customer commits to retain the replacement committed ETS Port(s) in-service at the same bandwidth capacity for the remainder of the customer's existing ETS Term Discount Plan term commitment period; (4) the replacement committed ETS Port(s) is added to the customer's existing ETS Term Discount Plan term commitment before the last year of an existing term commitment period; and (5) the customer's orders for the disconnection of the originally committed ATM-CRS Port and installation of the replacement committed ETS Port(s) are submitted to the Telephone Company at the same time and include cross references, as described in Section 3.2.5, preceding.

Terms and conditions for the ETS Term Discount Plan are specified in Section 9.3.5, following.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.5 ATM-CRS Term Discount Plan (Cont'd)(C) ATM-CRS Term Discount Replacements

- (1) The customer may replace an existing ATM-CRS Term Discount Plan in its entirety with a new ATM-CRS Term Discount Plan without the application of a discontinuance charge as described in (D), below, provided: (1) the term commitment period of the new ATM-CRS Term Discount Plan meets or exceeds the number of months remaining in the customer's existing ATM-CRS term commitment period and (2) the bandwidth capacity of the committed ATM-CRS Ports under the new ATM-CRS Term Discount Plan meets or exceeds the bandwidth capacity of the committed ATM-CRS Ports in the customer's existing ATM-CRS term commitment period. The term discount percentage applicable for the new ATM-CRS Term Discount Plan will apply on a going forward basis based on the customer's written request to establish a new ATM-CRS Term Discount Plan commitment period under this provision.

For example, a customer with an existing 36 month term commitment period and 30 Mbps of bandwidth capacity for its committed ATM-CRS Ports can replace that term commitment in its entirety with a new 36 month or 60 month term commitment period at any time during the existing term commitment period, without the application of a discontinuance charge provided the bandwidth capacity of the customer's committed ATM-CRS Ports, under the new term commitment period, is at least 30 Mbps.

- (2) When the term commitment period of a replacement ATM-CRS Term Discount Plan does not meet or exceed the number of months remaining in the customer's existing ATM-CRS Term Discount Plan commitment period, a discontinuance charge as described in (D), below, will apply.
- (3) When the term commitment period of the new ATM-CRS Term Discount Plan meets or exceeds the number of months remaining in the customer's existing ATM-CRS term commitment period, but the bandwidth capacity of the customer's committed ATM-CRS Ports under the new term commitment period is less than the bandwidth capacity of the committed ATM-CRS Ports under the customer's existing term commitment period, the following provisions will apply.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.5 ATM-CRS Term Discount Plan (Cont'd)(C) ATM-CRS Term Discount Replacements (Cont'd)

## (3) (Cont'd)

- (a) When the total monthly undiscounted charges for the number and type of committed ATM-CRS Ports to be included in the customer's replacement ATM-CRS Term Discount Plan is equal to or greater than the total monthly undiscounted charges for the number and type of committed ATM-CRS Ports included in the customer's existing ATM-CRS Term Discount Plan, the customer will be permitted to replace its existing ATM-CRS Term Discount Plan without the application of either a discontinuance charge, as described in (D), below, or a commitment shortfall charge, as described in (b), below.
- (b) When the total monthly undiscounted charges for the number and type of committed ATM-CRS Ports to be included in the customer's replacement ATM-CRS Term Discount Plan is less than the total monthly undiscounted charges for the number and type of committed ATM-CRS Ports included in the customer's existing ATM-CRS Term Discount Plan, the customer will be permitted to replace its existing ATM-CRS Term Discount Plan under this provision, however, a commitment shortfall charge will apply. The commitment shortfall charge will apply in lieu of a discontinuance charge, as described in (D), below, and will be calculated as follows:

Step 1: Determine the difference between the total monthly undiscounted charges for the number and type of committed ATM-CRS Ports included in the customer's existing ATM-CRS Term Discount Plan and the total monthly undiscounted charges for the number and type of committed ATM-CRS Ports to be included in the customer's replacement ATM-CRS Term Discount Plan.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.5 ATM-CRS Term Discount Plan (Cont'd)(C) ATM-CRS Term Discount Replacements (Cont'd)

## (3) (Cont'd)

## (b) (Cont'd)

Step 2: Multiply the result from Step 1 by 35%.

Step 3: Multiply the result from Step 2 times the number of months remaining in the existing term commitment period.

For example, a customer elects to replace its existing 36 month ATM-CRS Term Discount Plan in its entirety in the 30th month of the existing term commitment period, with a new 36 month ATM-CRS Term Discount Plan. The existing term plan commitment includes a total bandwidth capacity requirement of 134.208 Mbps for the customer's three 44.736 Mbps committed ATM-CRS Basic UNI Ports. In the replacement ATM-CRS Term Discount Plan, the customer will only be including one 100 Mbps committed ATM-CRS Ethernet-based UNI Port. Although the customer satisfies the term commitment length replacement requirement with the new ATM-CRS Term Discount Plan, it does not satisfy the bandwidth capacity replacement requirement and the total monthly undiscounted charges under the new term commitment period are less than the total monthly undiscounted charges under the existing term commitment period.

Using illustrative undiscounted monthly rates of \$2,485.16 for a 44.736 Mbps ATM-CRS Basic UNI Port and \$982.38 for a 100 Mbps ATM-CRS Ethernet-based UNI Port, the Telephone Company would bill the customer a commitment shortfall charge totaling \$13,593.54 based on:

Step 1: \$7,455.48 (i.e., \$2,485.16 x 3 ports) - \$982.38 = \$6,473.10,

Step 2: \$6,473.10 x 35% = \$2,265.59, and

Step 3: \$2,265.59 x 6 months = \$13,593.54.



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.5 ATM-CRS Term Discount Plan (Cont'd)(C) ATM-CRS Term Discount Replacements (Cont'd)

- (4) The customer may replace an existing ATM-CRS Term Discount Plan in its entirety with a new ETS Term Discount Plan without the application of a discontinuance charge, as described in (D), below, provided: (1) the term commitment period of the new ETS Term Discount Plan meets or exceeds the number of months remaining in the customer's existing ATM-CRS term commitment period and (2) the bandwidth capacity of the committed ETS Ports under the new ETS Term Discount Plan meets or exceeds the bandwidth capacity of the committed ATM-CRS Ports in the customer's existing ATM-CRS term commitment period. The term discount percentage applicable for the new ETS Term Discount Plan will apply on a going forward basis, based on the customer's written request to establish a new ETS Term Discount Plan commitment period under this provision.

When the term commitment period of a replacement ETS Term Discount Plan does not meet or exceed the number of months remaining in the customer's existing ATM-CRS Term Discount Plan commitment period, a discontinuance charge, as described in (D), below, will apply.

Terms and conditions for the ETS Term Discount Plan are specified in Section 9.3.5, following.

(D) Discontinuance Charges

Except as provided for in (B) and (C), above, discontinuance charges will apply when: (1) the customer disconnects a committed ATM-CRS Port prior to the end of the term commitment period; (2) the customer disconnects a committed ATM-CRS Port prior to the end of the term commitment period and the replacement committed ATM-CRS or ETS Port(s) does not satisfy the requirements specified in (B), above; (3) the customer discontinues an existing ATM-CRS Term Discount Plan in its entirety prior to the end of the term commitment period; or (4) the customer replaces an existing ATM-CRS Term Discount Plan with a new ATM-CRS Term Discount Plan, or new ETS Term Discount Plan, that does not satisfy the requirements specified in (C), above.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)9.2.5 ATM-CRS Term Discount Plan (Cont'd)(D) Discontinuance Charges

The discontinuance charge will be equal to 35% of the total undiscounted monthly rate for each committed ATM-CRS Port, included in the customer's ATM-CRS Term Discount Plan, for each month remaining in the unsatisfied term commitment period. Minimum service period charges, as specified in Section 9.2.4(C), preceding, would also apply, if applicable.

The following examples illustrate how the Telephone Company will calculate the applicable discontinuance charge.

Example 1

A customer discontinues its existing ATM-CRS Term Discount Plan in its entirety in the 20th month of a 36 month term commitment period. The customer included three 100 Mbps committed ATM-CRS Ethernet-based UNI Ports when it established its initial term plan commitment.

Using an illustrative undiscounted monthly rate of \$982.38 for a 100 Mbps ATM-CRS Ethernet-based UNI Port, the Telephone Company would bill the customer a term plan discontinuance charge totaling \$16,503.84 (i.e.,  $\$982.38 \times 35\% \times 3 \text{ ports} \times 16 \text{ months}$ ).

Example 2

A customer disconnects one of the four 10 Mbps committed ATM-CRS Ethernet-based UNI Ports included in its ATM-CRS Term Discount Plan in the 39th month of a 60 month term commitment period. The customer included all four of these ports when it established its initial term plan commitment.

Using an illustrative undiscounted monthly rate of \$689.01 for a 10 Mbps ATM-CRS Ethernet-based UNI Port, the Telephone Company would bill the customer a port discontinuance charge totaling \$5,064.15 (i.e.,  $\$689.01 \times 35\% \times 21 \text{ months}$ ).

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service9.3.1 General

Ethernet Transport Service (ETS) is a high speed data transport service that provides end-to-end transmission using Ethernet packet technology at transport speeds ranging from 2 Mbps to 10 Gbps, where available. ETS is ideal for transport of broadband multimedia traffic (i.e., voice, data and video) using variable length Ethernet packets with the ability to interconnect multiple locations using the Telephone Company's ETS network. Ethernet packets generated by Ethernet-compatible customer premises equipment (CPE) are transmitted using available capacity on shared transmission paths through the Telephone Company's ETS network to a pre-specified destination. The ETS customer may use ETS to: (1) interconnect customer designated premises (CDPs) served by the Telephone Company's ETS network, (2) interconnect with its local area network (LAN) to the Telephone Company's ETS network, and/or (3) interconnect its CDPs to an Ethernet network located outside of the Telephone Company's serving territory.

9.3.2 Service Description

ETS is provided using a combination of ETS Channel Terminations (ETS CTs), ETS Ports, ETS Ethernet Virtual Connections (ETS EVCs), ETS Extended Ethernet Virtual Connections (ETS E-EVCs) and ETS Interconnected Ethernet Virtual Connections (ETS I-EVCs). As described below, ETS may be used in conjunction with Special Access High Capacity DS3 and Synchronous Optical Channel Service OC3 and OC12 Services.

An ETS Port is required to provide the interface into the Telephone Company's ETS network. ETS EVCs establish a shared transmission path between any two ETS Ports on the Telephone Company's ETS network. ETS E-EVCs may be ordered to connect the Telephone Company's ETS network to an adjacent telephone company's Ethernet network. ETS I-EVCs may be ordered to connect the Telephone Company's ETS network to a non-adjacent telephone company's Ethernet network as described in Section 9.3.4(A)(5), below.

The transmission quality of ETS is not guaranteed and is offered to ETS customers at a best effort level. The Telephone Company will attempt to deliver all Ethernet packets received; however, network congestion may result in a loss of Ethernet packets. Transmission speeds using copper facilities, may be affected by distance from the Telephone Company central office and other technical limitations in the Telephone Company's copper network, and are also not guaranteed.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.2 Service Description (Cont'd)

Service is provided, where available, between CDPs and designated Telephone Company Serving Wire Centers (SWCs). ETS will be furnished where suitable facilities exist, as determined by the Telephone Company. The Telephone Company will identify its ETS-equipped Serving Wire Centers (SWCs) in the National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4.

Rates and charges for ETS are specified in Section 10.3.3, following. The application of rates and charges for ETS is described later in this section.

9.3.3 Obligation of the Customer

In addition to the regulations described in other sections of this pricelist, the following provisions apply to ETS:

- (A) The ETS customer is responsible for providing the Telephone Company with the necessary information to provision ETS, as specified in Section 3.2, preceding.
- (B) The ETS customer is responsible for providing and maintaining all required CPE, which is compatible with ETS and complies with the standards specified in Technical Reference IEEE Standard 802.3-2008, Part 3, Sections 1 through 5.

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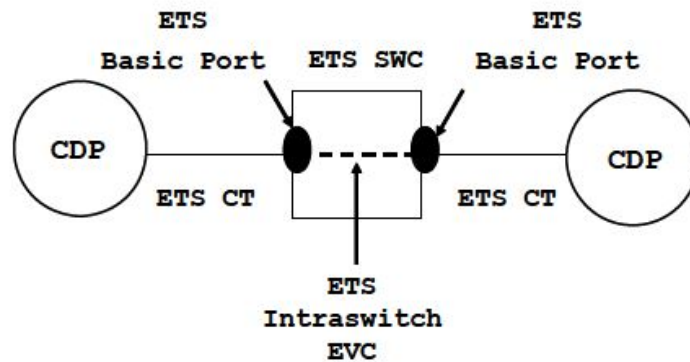
## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations

This section contains the regulations governing the rates and charges that apply for ETS. Regulations governing the rates and charges for Special Access, and DSL Access Services provided under this pricelist, used in conjunction with ETS are as specified in Section 4, preceding.

The following diagrams depict generic views of the elements of ETS. In the first figure, the ETS customer's CDPs are served by a single ETS SWC. ETS EVCs ordered between two ETS Ports in the same SWC are classified as ETS Intraswitch EVCs. The ETS customer orders the applicable ETS elements from the Telephone Company pursuant to the provisions specified in this section.

Figure 1



ACCESS SERVICE

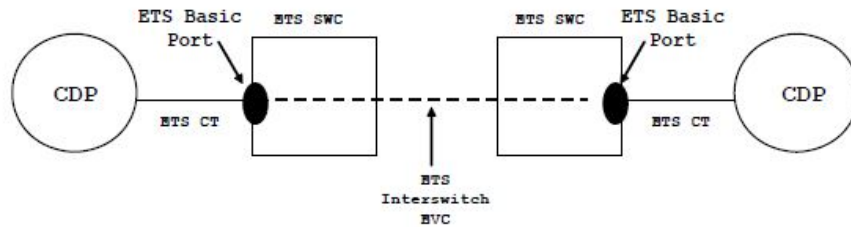
9. Public Packet Data Network (Cont'd)

9.3 Ethernet Transport Service (Cont'd)

9.3.4 Rate Regulations (Cont'd)

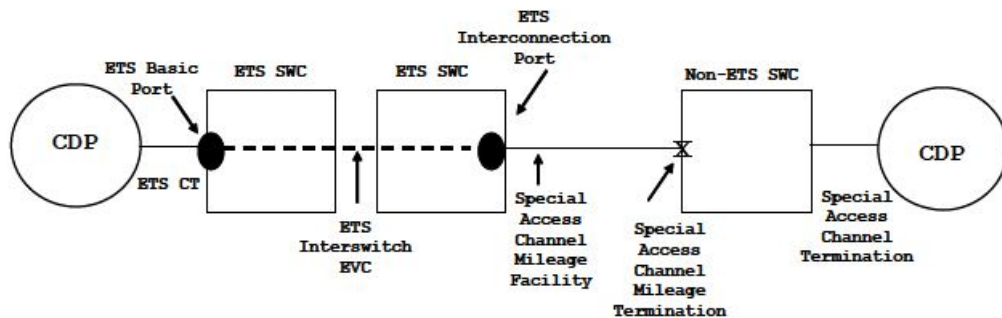
In the second figure, the ETS customer's CDPs are served by different ETS SWCs. ETS EVCs ordered between two ETS Ports in different SWCs are classified as ETS Interswitch EVCs. The ETS customer orders the applicable ETS elements from the Telephone Company pursuant to the provisions specified in this section.

Figure 2



In the third figure, one of the ETS customer's CDPs is served by a non-ETS SWC. The ETS customer orders the applicable ETS elements from the Telephone Company pursuant to the provisions specified in this section and the applicable Special Access facilities pursuant to the provisions specified in Section 4, preceding.

Figure 3



ACCESS SERVICE

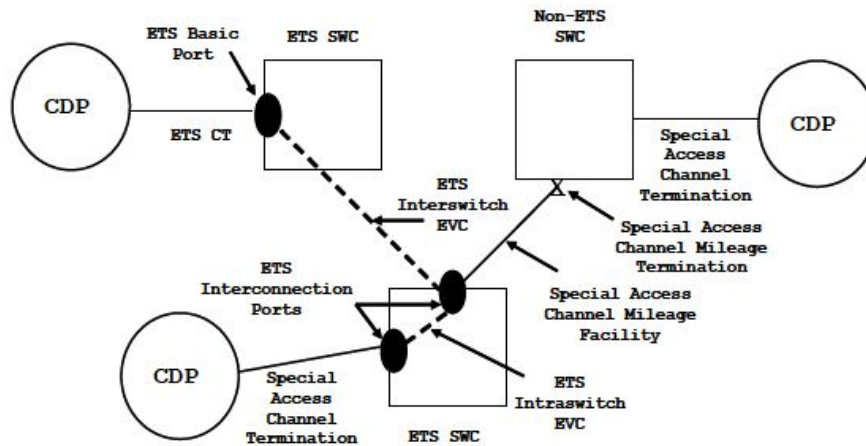
9. Public Packet Data Network (Cont'd)

9.3 Ethernet Transport Service (Cont'd)

9.3.4 Rate Regulations (Cont'd)

In the fourth figure, a multipoint configuration is depicted where the customer chose to order Special Access Service to an ETS SWC. The ETS customer orders the applicable ETS elements from the Telephone Company pursuant to the provisions specified in this section and the applicable Special Access facilities pursuant to the provisions specified in Section 4, preceding.

Figure 4



ACCESS SERVICE

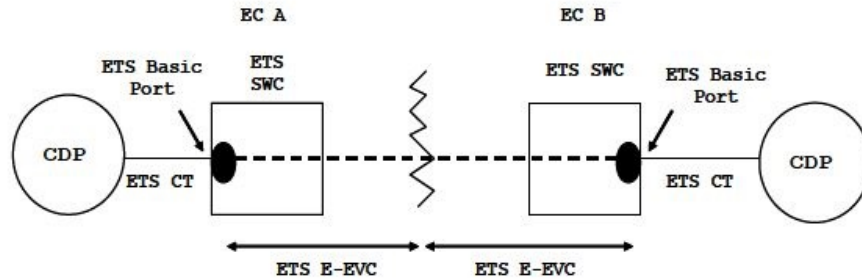
9. Public Packet Data Network (Cont'd)

9.3 Ethernet Transport Service (Cont'd)

9.3.4 Rate Regulations (Cont'd)

In the fifth figure, one of the ETS customer's CDPs is served by an adjacent telephone company's Ethernet network. The ETS customer orders the applicable ETS elements from the Telephone Company pursuant to the provisions specified in this section. In addition, the ETS customer will order the applicable Ethernet service elements from the adjacent telephone company.

Figure 5





ACCESS SERVICE

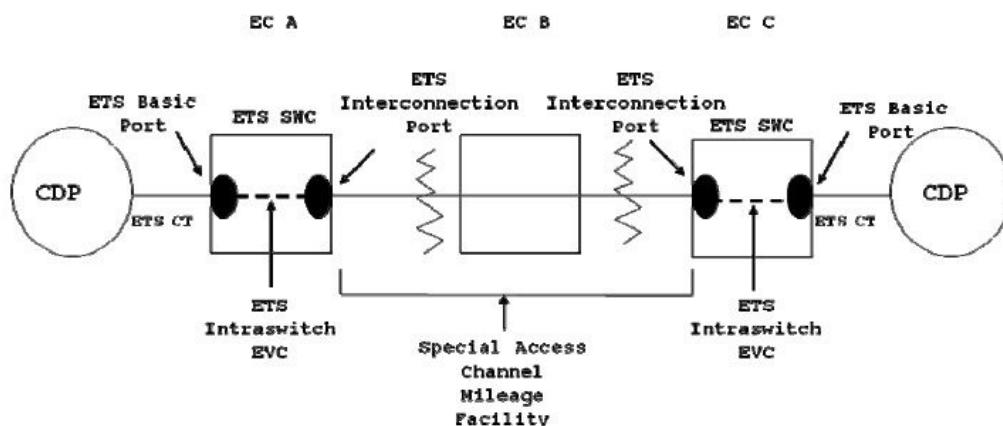
9. Public Packet Data Network (Cont'd)

9.3 Ethernet Transport Service (Cont'd)

9.3.4 Rate Regulations (Cont'd)

In the sixth figure, one of the ETS customer's CDPs is served by a non-adjacent telephone company's Ethernet network. When the number of airline miles between the ETS SWCs serving the ETS customer's CDPs is greater than seventy-five, the ETS customer orders the applicable ETS elements from the Telephone Company pursuant to the provisions specified in this section and applicable Special Access facilities pursuant to the provisions specified in Section 4, preceding. In addition, the ETS customer will order the applicable special access service and Ethernet service elements from the interconnecting telephone companies.

Figure 6



ACCESS SERVICE

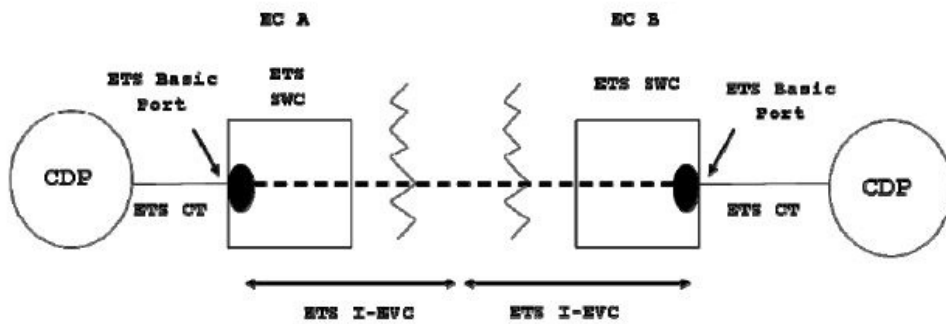
9. Public Packet Data Network (Cont'd)

9.3 Ethernet Transport Service (Cont'd)

9.3.4 Rate Regulations (Cont'd)

In the seventh figure, one of the ETS customer's CDPs is served by a non-adjacent telephone company's Ethernet network. When the number of airline miles between the ETS SWCs serving the ETS customer's CDPs is equal to or less than seventy-five, the ETS customer orders the applicable ETS elements from the Telephone Company pursuant to the provisions specified in this section. In addition, the ETS customer will order the applicable Ethernet service elements from the non-adjacent telephone company.

Figure 7



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories

The various ETS service elements are described below.

(1) ETS Channel Terminations (CTs)

An ETS CT provides the transport facility between the customer's designated premises and an ETS Basic Port at the Telephone Company's ETS SWC.

ETS CTs are available at bandwidth speeds ranging from 2 Mbps up to 10 Gbps. The ETS customer orders the type of ETS CT it needs based on its bandwidth requirements. Bandwidth speeds of 50 Mbps and above require use of a fiber loop facility, where such fiber facilities exist. ETS CTs are available only from suitably equipped ETS SWCs for connection to ETS Basic Ports.

A Special Access High Capacity DS3 or Synchronous Optical Channel Service OC3 or OC12 Channel Termination may also be used to connect a CDP to the Telephone Company's ETS SWC for connection to an ETS Interconnection Port. The provisions for Special Access Channel Terminations are specified in Section 4, preceding.

Monthly and nonrecurring charges apply for each ETS CT ordered. The monthly recurring rate and nonrecurring charge are based upon the bandwidth capacity ordered and whether the CDP is located within 300 feet of the ETS SWC or more than 300 feet from the ETS SWC. Rates and charges are specified in Section 10.3.3(A), following.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(2) ETS Ports

ETS Ports provide the interface at the Telephone Company's ETS SWC for data traffic to and from the customer premises equipment, as well as for connecting the Telephone Company's ETS network with the Ethernet network of another telephone company. An ETS Port receives Ethernet packets from the ETS customer's Ethernet-compatible CPE, validates the addressing parameters contained in the packet headers, and transmits the packets into the ETS network. The ETS Port also receives Ethernet packets from the Telephone Company's ETS network or from an Ethernet network located outside of the Telephone Company's serving territory, validates the addressing parameters contained in the packet headers, and transmits the packets to the pre-designated CDP.

There are two types of ETS Ports available, (i.e., ETS Basic Ports and ETS Interconnection Ports).

- (a) ETS Basic Ports provide the interface to the Telephone Company's ETS network and do not include the required transport facility between the CDP and the Telephone Company's ETS SWC.

ETS Basic Ports are available with bandwidth speeds ranging from 2 Mbps up to 10 Gbps. Required transport to the ETS Basic Port is provided using an ETS CT as described above. Each ETS Basic Port must be associated with a minimum of one ETS EVC, one ETS E-EVC, one ETS I-EVC, or one optional DSL Access Service Connection function. An ETS Basic Port may be associated with more than one ETS EVC, ETS E-EVC or ETS I-EVC. The bandwidth speed of an ETS Basic Port must be equal to or greater than the bandwidth speed of the associated ETS CT. The bandwidth speed of an optional DSL Access Service Connection function must be equal to the bandwidth speed of the associated ETS Basic Port.

(C)  
(C)

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(2) ETS Ports (Cont'd)

- (b) ETS Interconnection Ports also provide the interface to the Telephone Company's ETS network and do not include the required transport facility between the CDP and the Telephone Company's ETS SWC. Used in conjunction with Special Access DS3, OC3 and/or OC12 Services, ETS Interconnection Ports permit the ETS customer to: (1) connect a CDP served by an ETS or non-ETS SWC to the Telephone Company's ETS network, or (2) interconnect the Telephone Company's ETS network to an Ethernet network located in the serving territory of a non-adjacent telephone company.

ETS Interconnection Ports are available at bandwidth speeds of 44.736 Mbps (DS3), 155.52 Mbps (OC3), and 622.08 Mbps (OC12).

Required transport to the ETS Interconnection Port is provided using Special Access DS3, OC3, and/or OC12 Service facilities, as described in Section 4, preceding. Each ETS Interconnection Port must be associated with a minimum of one ETS EVC, one ETS E-EVC, one ETS I-EVC, or one optional DSL Access Service Connection function. An ETS Interconnection Port may be associated with more than one ETS EVC, ETS E-EVC, or ETS I-EVC. The bandwidth speed of an ETS Interconnection Port must be equal to the bandwidth speed of the associated Special Access Service Channel Termination. The bandwidth speed of an optional DSL Access Service Connection function must be equal to the bandwidth speed of the associated ETS Interconnection Port.

Monthly and nonrecurring charges apply for each ETS Port ordered. The monthly recurring rate and nonrecurring charge are determined by the capacity and type of ETS Port ordered. Rates and charges are specified in Section 10.3.3(B), following,

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(3) ETS Ethernet Virtual Connections (ETS EVCs)

ETS EVCs are logical associations established by the Telephone Company across a shared transmission path that allow the ETS customer to transmit packets between any two ETS Ports located on the Telephone Company's ETS network. ETS EVCs are available in fixed bandwidth amounts ranging from 2 Mbps up to 10 Gbps. The Telephone Company will establish ETS EVCs based upon the bandwidth capacity specified by the ETS customer on its Access Order.

(C)  
(C)

When ETS EVCs are ordered between two ETS Ports in the same SWC, the ETS customer will be charged the ETS Intraswitch EVC rate. When ETS EVCs are ordered between ETS Ports that are in different SWCs, within the Telephone Company's serving territory, the ETS customer will be billed the ETS Interswitch EVC rate.

An ETS customer may choose to order one or more Class of Service (CoS) levels on an existing ETS EVC or when ordering a new ETS EVC.

A CoS level provides priority routing of the ETS customer's traffic through the Telephone Company's network. When the customer orders a CoS level, the Telephone Company will configure its network equipment to recognize and transmit customer traffic according to the user priority value(s) populated by the ETS customer's CPE.

A CoS level is available for use only on an ETS customer's ETS Intraswitch or Interswitch EVC, when provided between two ETS Basic Ports located within the Telephone Company's serving territory.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(3) ETS Ethernet Virtual Connections (ETS EVCs) (Cont'd)

The CoS levels, available for use with ETS, are as described below:

(a) Real Time Class of Service (RT CoS)

RT CoS supports applications that require minimal delay and low latency to facilitate steady data flow of user information through the ETS network. Examples of applications requiring a RT CoS level may include voice, high quality video, and circuit emulation for higher speed special access services. When ordered by the ETS customer, the Telephone Company's network will transport the customer's traffic across its network to meet the frame delay, inter frame delay variation, and frame loss ratio parameters specified in the following Technical References:

- IEEE Standard 802.1D-2004, Sections 7, 9, 17 and Annex G provided the customer's CPE populates the user priority value field with a value of 6, and
- Implementation Agreement MEF 23.1, January 2012, Table 7, Label H, Regional Performance Tier.

When the ETS customer's CPE populates its packets with a user priority value of 6, the Telephone Company will provide the highest level of priority routing, through its network, of those packets up to the RT CoS level bandwidth capacity ordered, before routing any of the ETS customer's other packets received with a user priority value of less than 6.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(3) ETS Ethernet Virtual Connections (ETS EVCs) (Cont'd)(a) Real Time Class of Service (RT CoS) (Cont'd)

When one or more of the RT CoS performance criteria, specified in the Technical References listed above, is not met, the customer reports the performance failure to the Telephone Company and the performance failure does not result in a service interruption of the customer's ETS, the following provisions will apply in lieu of the credit allowance provisions for service interruptions, specified in Section 2.4.4, preceding.

- No credit will be applied for the performance failure when the Telephone Company restores the customer's service to the required RT CoS performance criteria levels within four hours after receipt of the trouble report from the customer, or when the Telephone Company determines, during its trouble investigation, that the customer's equipment caused the performance failure.
- When the Telephone Company fails to restore the customer's service to the required RT CoS performance criteria levels within four hours after receipt of the trouble report, and the trouble is found to be in the Telephone Company's network, the Telephone Company will provide the customer with a service credit equal to 144/1440 of the undiscounted monthly charges for the impacted ETS EVC(s) and associated RT CoS level(s) for the initial four hour period and for each subsequent fractional four hour period until the performance failure is resolved. The total service credits due under this provision during a single billing month may not exceed the total undiscounted monthly charges for the impacted ETS EVC(s) and associated RT CoS level(s).



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(3) ETS Ethernet Virtual Connections (ETS EVCs) (Cont'd)(b) Near Real Time Class of Service (NRT CoS)

NRT CoS supports applications for which the data flow requires low delay variance and can tolerate some latency in ETS packet transmissions. Examples of applications requiring a NRT CoS level may include priority business applications, multimedia transmissions, and streaming video services. When ordered by the ETS customer, the Telephone Company's network will transport traffic, as described in IEEE 802.1D-2004, Sections 7, 9, 17 and Annex G, provided the ETS customer's CPE populates the user priority value field with a value of 3, 4 or 5.

When the ETS customer's CPE populates its packets with a user priority value of 5, 4, or 3, the Telephone Company will provide priority routing through its network of those packets up to the NRT CoS level bandwidth capacity ordered, before routing any of the ETS customer's other packets received with a user priority value of less than 3.

Unless otherwise requested by the customer and agreed upon by the Telephone Company, NRT CoS level priority routing provides that: (1) packets received with a user priority value of 5 will receive higher priority routing through the Telephone Company's network than packets received with user priority values of 4 or 3, and (2) packets received with a user priority value of 4 will receive higher priority routing through the Telephone Company's network than packets received with a user priority value of 3.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(3) ETS Ethernet Virtual Connections (ETS EVCs) (Cont'd)

When an ETS customer orders a CoS, it must specify the CoS level(s) needed, the total bandwidth capacity for each CoS level and the associated ETS EVC(s). The ETS customer may order a CoS level to be established at the same time as the associated ETS Intraswitch or Interswitch EVC is established. The ETS customer may also order a CoS level to be added to an existing associated ETS Intraswitch or Interswitch EVC.

An ETS customer may order multiple CoS levels for use on the same ETS EVC. The total bandwidth capacity ordered, for all CoS levels associated with a single ETS EVC, cannot exceed the bandwidth capacity of the ETS EVC. For example, an ETS customer, with a 500 Mbps ETS Interswitch EVC between two 500 Mbps ETS Basic Ports, could order 300 Mbps of NRT CoS and 200 Mbps of RT CoS.

The ETS customer's traffic will receive priority routing treatment up to the available bandwidth capacity of the CoS level ordered. Any ETS customer traffic received by the Telephone Company's network, beyond the available bandwidth capacity of the CoS level(s) ordered, will be transported by the Telephone Company's network at best effort.

If an ETS customer orders a CoS level with a bandwidth capacity that is less than the total bandwidth capacity of the associated ETS EVC, the remaining non-assigned capacity will be transported by the Telephone Company's network at best effort. For example, an ETS customer, with a 100 Mbps ETS Interswitch EVC between two 100 Mbps ETS Basic Ports, orders 70 Mbps of NRT CoS. If the ETS customer's CPE populates the user priority value field with a value of 3 and transmits at the full capacity of the ETS EVC, the Telephone Company's network would transport 70 Mbps of the ETS customer's traffic using NRT CoS routing treatment, and the remaining non-assigned 30 Mbps at best effort.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(3) ETS Ethernet Virtual Connections (ETS EVCs) (Cont'd)

The total bandwidth capacity of all CoS levels associated with one or more ETS EVCs connected to the same ETS Basic Port may not exceed the total bandwidth capacity available on that ETS Basic Port.

When a CoS level has been established on an associated ETS EVC and the user priority value field is populated with a value that is equal to or less than the CoS level ordered, the Telephone Company's network will transport the ETS customer's traffic using the user priority value populated. For example, if an ETS customer has a 250 Mbps ETS Intraswitch EVC, orders 100 Mbps of RT CoS (i.e., associated with user priority value of 6) and transmits 250 Mbps of traffic with a user priority value of 3 populated (i.e., NRT CoS), the Telephone Company's network would transport 100 Mbps of the ETS customer's traffic using NRT CoS routing treatment, and the remaining non-assigned 150 Mbps at best effort.

When a CoS level has been established on an associated ETS EVC and the user priority value field is populated with a value greater than the CoS level ordered, the Telephone Company's network will transport the ETS customer's traffic using the user priority value of the CoS level ordered. For example, if an ETS customer has a 250 Mbps ETS Intraswitch EVC, orders 100 Mbps of NRT CoS (i.e., associated with user priority value 3, 4 or 5) and transmits 250 Mbps of traffic with a user priority value of 6 populated (i.e., RT CoS), the Telephone Company's network would transport 100 Mbps of the ETS customer's traffic using NRT CoS routing treatment, and the remaining non-assigned 150 Mbps at best effort.

When a CoS level has been established on an associated ETS EVC and the user priority value field is not populated, the Telephone Company's network will transport the ETS customer's traffic at best effort.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(3) ETS Ethernet Virtual Connections (ETS EVCs) (Cont'd)

When a CoS level has not been ordered for use on an associated ETS EVC, the Telephone Company's network will transport the ETS customer's traffic, that transits the ETS EVC, at best effort.

Monthly and nonrecurring charges apply for each ETS EVC ordered. The monthly recurring rate and nonrecurring charge are based upon the bandwidth capacity ordered and whether the associated ETS Ports are located within one SWC (Intraswitch) or between different SWCs (Interswitch). Rates and charges are specified in Section 10.3.3(C), following.

A monthly recurring charge applies based on the total bandwidth capacity of each CoS level ordered and the type (i.e., Intraswitch or Interswitch) and bandwidth capacity of the associated ETS EVC. The monthly recurring charge is calculated by multiplying the applicable per megabit rate for the specified CoS level, which is based upon the type (i.e., Intraswitch or Interswitch) and bandwidth capacity of the associated ETS EVC, by the number of megabits ordered. Rates are specified in Section 10.3.3(C)(1) and (2), following.

As an example, an ETS customer with a single 100 Mbps ETS Interswitch EVC between two 100 Mbps ETS Basic Ports, orders a total of 30 Mbps of NRT CoS. The monthly charge would be calculated by multiplying the per megabit rate for the NRT CoS level for the associated 100 Mbps ETS Interswitch EVC by 30. The monthly recurring charge for the CoS level in this example would apply in addition to the monthly recurring charges for the 100 Mbps ETS Interswitch EVC and two 100 Mbps ETS Basic Ports.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(3) ETS Ethernet Virtual Connections (ETS EVCs) (Cont'd)

An Access Order Charge applies to establish the initial CoS level on an existing ETS EVC. Only one Access Order Charge would apply to establish multiple CoS levels on an existing ETS EVC, with no existing CoS level, on the same access order. An Access Order Charge does not apply to make CoS level changes on an existing ETS EVC that has at least one CoS level already established.

The ETS Design Change Charge will apply per ETS EVC, as described in Section 9.3.4(B)(2)(d), below, when an ETS customer elects to make one or more of the following changes on an existing ETS EVC that has at least one CoS level already established: (1) changing the bandwidth capacity of an existing CoS level; (2) adding an additional CoS level; (3) replacing one type of CoS level with another type of CoS level; or (4) removing an existing CoS level from the associated ETS EVC.

(4) ETS Extended Ethernet Virtual Connections (ETS E-EVCS)

ETS E-EVCs are logical associations established by the Telephone Company across a shared transmission path that allow the ETS customer to transmit packets to and receive packets from an ETS Port located in the Telephone Company's ETS network to another telephone company's Ethernet network located in an adjacent serving territory. ETS E-EVCs can be established between two ETS Basic Ports, between two ETS Interconnection Ports, or between an ETS Basic Port and an ETS Interconnection Port. ETS E-EVCs are available in fixed bandwidth amounts ranging from 2 Mbps up to 10 Gbps. The Telephone Company will establish ETS E-EVCs based upon the bandwidth capacity specified by the ETS customer on its Access Order.

Monthly and nonrecurring charges apply for each ETS E-EVC ordered. The monthly recurring rate and nonrecurring charge are based upon the bandwidth capacity of the ETS E-EVC ordered. Rates and charges are specified in Section 10.3.3(D), following.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(5) ETS Interconnected Ethernet Virtual Connections (ETS I-EVCS)

ETS I-EVCs are logical associations established by the Telephone Company across a shared transmission path that allow the ETS customer to transmit packets to and receive packets from an ETS Port located in the Telephone Company's ETS network to another telephone company's Ethernet network located in a non-adjacent serving territory. ETS I-EVCs can only be used when the airline distance between the ETS SWCs serving the ETS customer's CDPs is seventy-five miles or less. When the airline distance is greater than seventy-five miles, the ETS customer will use a combination of ETS elements and Special Access Service elements, as depicted in Figure 6, above, to connect to its CDP in the non-adjacent serving territory. The Telephone Company will determine the airline distance between the ETS SWCs using the V&H Coordinates method, as described in the National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4.

ETS I-EVCs can be established between two ETS Basic Ports, between two ETS Interconnection Ports, or between an ETS Basic Port and an ETS Interconnection Port. ETS I-EVCs are available in fixed bandwidth amounts ranging from 2 Mbps up to 10 Gbps. The Telephone Company will establish ETS I-EVCs based upon the bandwidth capacity specified by the ETS customer on its Access Order.

Monthly and nonrecurring charges apply for each ETS I-EVC based upon the bandwidth capacity ordered by the ETS customer and whether the airline distance between the ETS SWCs serving the ETS customer's CDPs is: (1) less than or equal to fifty miles or (2) between fifty-one and seventy-five miles. Rates and charges are specified in Section 10.3.3(E), following.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(6) Optional Features and Functions(a) DSL Access Service Connection

Where available, ETS Basic or Interconnection Ports may be equipped with the DSL Access Service Connection function. The function provides for the interconnection of ETS with ADSL Access Service and with SDSL Access Service, provided by the Telephone Company under this pricelist. The function also provides for the interconnection of ETS with a wireline broadband Internet transmission service provided on a non-pricelisted, common carrier basis. This optional function allows the ETS customer to receive ADSL, SDSL, and/or wireline broadband Internet transmission service data traffic from and transmit ADSL, SDSL, and/or wireline broadband Internet transmission service data traffic to its end user customers.

The speed of the DSL Access Service Connection function ordered by the ETS customer must equal the speed of the associated ETS Port.

The DSL Access Service Connection Point may be located within the serving territory of the Telephone Company, or in the serving territory of another telephone company when used in conjunction with ETS.

The availability of the DSL Access Service Connection function is designated by the Telephone Company in the National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4.

A nonrecurring charge applies per port to equip the ETS Port with the DSL Access Service Connection function, as specified in Section 10.3.3(F)(1), following.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(6) Optional Features and Functions (Cont'd)(a) DSL Access Service Connection (Cont'd)

- (i) Where suitable facilities exist, an ETS customer may also order an ETS MultiMedia Virtual Circuit Channel (ETS MM-VCC), available in 10 Mbps increments of bandwidth capacity, between its CDP and the premises of its end user customer. There are two types of ETS MM-VCCs available: (1) One-Way ETS MM-VCC and (2) Two-Way ETS MM-VCC.

The One-Way ETS MM-VCC enables the ETS customer to send high speed multimedia transmissions to its end user customer's premises, provided such end user customer's premises is equipped with ADSL Access Service provided by the Telephone Company under this pricelist. One-Way ETS MM-VCCs are only available when the ETS customer's CDP, the ETS customer's end user customer's premises and the Telephone Company's DSL Access Service Connection Point SWC are all located within the serving territory of the Telephone Company. The total transmission capacity for any ADSL Access Service line using the One-Way ETS MM-VCC option may not exceed 1 Gbps.



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(6) Optional Features and Functions (Cont'd)(a) (i) DSL Access Service Connection (Cont'd)

The Two-Way ETS MM-VCC enables the ETS customer to send to and receive from its end user customer's premises high speed multimedia transmissions, provided such end user customer's premises is equipped with ADSL or SDSL Access Service provided by the Telephone Company under this pricelist. Two-Way ETS MM-VCCs are only available when the ETS customer's CDP, the ETS customer's end user customer's premises and the Telephone Company's DSL Access Service Connection Point SWC are all located within the serving territory of the Telephone Company. The total transmission capacity for any ADSL or SDSL Access Service line using the Two-Way ETS MM-VCC option may not exceed 1 Gbps.

ETS MM-VCCs do not increase the bandwidth capacity of ETS CTs, ETS Ports, ETS EVCs and/or Special Access Service Channel Terminations, Channel Mileage Facility and Channel Mileage Terminations used by the ETS customer to connect its CDP to the DSL Access Service Connection Point SWC.

Transmission speed across the ETS MM-VCC is not guaranteed and may be affected by factors that affect the actual speeds delivered, including the ADSL or SDSL Access Service customer's distance from the Telephone Company SWC, condition of the facilities, and any capacity limitations in the ETS customer's network design.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(6) Optional Features and Functions (Cont'd)(a) (i) DSL Access Service Connection (Cont'd)

At each premises at which the ETS customer wants to order an ETS MM-VCC, the ETS customer must specify on its Access Order: (1) its end user customer's premises location; (2) the type of ETS MM-VCC (i.e., one-way or two-way); and (3) the total number of 10 Mbps bandwidth capacity increments required to that location. For example, an ETS customer requires an additional 40 Mbps of bandwidth capacity to one of its SDSL end user customers to send and receive high speed multimedia transmissions. On its Access Order to the Telephone Company, the ETS customer would specify the end user customer's premises address and order one Two-Way ETS MM-VCC made up of four 10 Mbps increments.

In the above example, the Telephone Company would bill the ETS customer for one ETS MM-VCC nonrecurring charge. The monthly recurring rate for this Two-Way ETS MM-VCC would be calculated at four times the two-way 10 Mbps increment rate.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(6) Optional Features and Functions (Cont'd)(a) (i) DSL Access Service Connection (Cont'd)

Monthly and nonrecurring charges apply to each ETS MM-VCC established by the Telephone Company. As specified in Section 3.4.1, preceding, an Access Order Charge does not apply to establish an ETS MM-VCC. The ETS customer may order multiple ETS MM-VCCs to multiple end users' locations on a single Access Order. The applicable nonrecurring charge for each ETS MM-VCC established would apply. The ETS MM-VCC charges apply in addition to the nonrecurring charge for equipping the ETS Port with the DSL Access Service Connection function. Rates and charges are specified in Section 10.3.3(F)(1)(c), following.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(6) Optional Features and Functions (Cont'd)(a) (i) DSL Access Service Connection (Cont'd)

The Telephone Company will waive the ETS MM-VCC monthly rate when the local exchange telephone service, ADSL or SDSL Access Service and ETS MM-VCC are provided from the same serving wire center where the Telephone Company has located its DSL Access Service Connection Point. The ETS MM-VCC nonrecurring charge will apply.

When an ETS customer elects to change the bandwidth capacity of an existing ETS MM-VCC, remove an existing ETS MM-VCC from its associated ADSL or SDSL Access Service line, or convert from a One-Way ETS MM-VCC to a Two-Way ETS MM-VCC or vice versa, the ETS MM-VCC nonrecurring charge will not apply. In lieu of such charge, the ETS Design Change Charge will apply, as described in Section 9.3.4(B)(2)(d), following.

When an ETS customer disconnects an ETS MM-VCC and the associated ADSL or SDSL Access Service line at the same time, neither the ETS MM-VCC nonrecurring charge nor the ETS Design Change Charge will apply.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(6) Optional Features and Functions (Cont'd)(b) ETS Port Protection

Where suitable facilities exist, an ETS customer that requires stand-by capability between an ETS Basic Port at the Telephone Company's ETS SWC and its CDP may order the ETS Port Protection feature.

This feature establishes a stand-by ETS Basic Port, associated stand-by ETS CT, and dedicated capacity to be activated should a failure occur in the Primary ETS Basic Port at the Telephone Company's ETS SWC, or associated ETS CT between the CDP and the ETS SWC. The ETS switch will automatically redirect the ETS customer's traffic to the stand-by ETS Basic Port and associated stand-by ETS CT, as well as to any EVC(s) (i.e., Intraswitch, Interswitch, Extended, and/or Interconnected), assigned CoS levels, and, if applicable, the DSL Access Service Connection function, ETS MM-VCCs associated with the Primary ETS Basic Port. When ordered by the ETS customer, the Telephone Company's network will redirect traffic as described in IEEE 802.1D-2004, Section 10.

For purposes of this section, the Primary ETS Basic Port is the ETS Basic Port on which the customer orders the establishment of the ETS Port Protection feature. The stand-by ETS Basic Port provides the same functionality and bandwidth capacity as the Primary ETS Basic Port. The stand-by ETS CT provides the same functionality and bandwidth capacity as the associated ETS CT for the Primary ETS Basic Port.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(6) Optional Features and Functions (Cont'd)(b) ETS Port Protection (Cont'd)

In addition to any applicable Access Order Charges specified in Section 3.4.1, preceding, monthly and nonrecurring charges apply for each ETS Port Protection feature established on an existing or new Primary ETS Basic Port. The monthly and nonrecurring charges are based upon the bandwidth capacity of the Primary ETS Basic Port and whether the CDP is located within 300 feet of the ETS SWC or more than 300 feet from the ETS SWC.

Rates and charges are specified in Section 10.3.3(F)(3), following.

The ETS customer specifies on the order the Primary ETS Basic Port on which the ETS Port Protection feature is to be established. An Access Order Charge, per order, applies to establish the ETS Port Protection feature. When the ETS customer orders the ETS Port Protection feature at the same time as it orders the associated Primary ETS Basic Port, the Access Order Charge will not apply. The ETS customer may order the ETS Port Protection feature for multiple Primary ETS Basic Ports on a single Access Order, in which case only one Access Order Charge would apply for that order, in addition to the applicable ETS Port Protection nonrecurring charge for each feature established on each Primary ETS Basic Port.

The ETS Port Protection feature will automatically be discontinued when the associated Primary ETS Basic Port is disconnected. Neither the ETS Port Protection nonrecurring charge, nor the Access Order Charge applies for the discontinuance of the ETS Port Protection feature.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(6) Optional Features and Functions (Cont'd)(b) ETS Port Protection (Cont'd)

When the ETS customer elects to increase the bandwidth capacity on an existing ETS Basic Port, equipped with the ETS Port Protection feature, the ETS Design Change Charge, as described in Section 9.3.4(B)(2)(d), following, will apply per ETS Port Protection feature, in lieu of the ETS Port Protection nonrecurring charge.

(c) ETS Bandwidth Add-On (ETS BAO)

Where suitable facilities exist, an ETS customer that requires additional bandwidth capacity may order the ETS Bandwidth Add-On (ETS BAO) feature. This optional feature enables the ETS customer to order additional bandwidth capacity in 10 Mbps or 500 Mbps increments to be added to ETS Basic Ports, ETS CTs, ETS EVCs, ETS E-EVCs, and ETS I-EVCs.

The ETS BAO 10 Mbps increment is available for speed options ranging from 50 Mbps up to 900 Mbps. The maximum speed possible using 10 Mbps increments is 1 Gbps.

The ETS BAO 500 Mbps increment is available for speed options ranging from 1 Gbps up to 5 Gbps. The maximum speed possible using the 500 Mbps increments in 10 Gbps.

The ETS BAO feature is only available on the above listed ETS rate elements and speed options when provided within the serving territory of the Telephone Company.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(6) Optional Features and Functions (Cont'd)(c) ETS Bandwidth Add-On (ETS BAO) (Cont'd)

For each ETS BAO feature, the ETS customer may order one 10 Mbps increment, one 500 Mbps increment, multiple 10 Mbps increments or multiple 500 Mbps increments. The ETS BAO feature may be added to an eligible ETS rate element at the same time the underlying ETS rate element is initially installed, or subsequently added to an existing ETS rate element. An ETS BAO feature would be ordered for each eligible ETS rate element and speed option combination, based upon the ETS customer's bandwidth needs.



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(6) Optional Features and Functions (Cont'd)(c) ETS Bandwidth Add-On (ETS BAO) (Cont'd)

When an ETS BAO feature is added at the same time as the underlying ETS rate element is initially installed, an Access Order Charge, and nonrecurring charge associated with the underlying ETS rate element would apply. When an ETS BAO feature is subsequently added to an existing ETS rate element, an ETS Design Change Charge would apply per ETS BAO feature established by the Telephone Company, as described in Section 9.3.4(B)(2)(d), below.

When ordering an ETS BAO feature, the ETS customer must specify on its Access Order: (1) each eligible ETS rate element and speed option combination to be supplemented using the ETS BAO feature, and (2) the total number of 10 Mbps or 500 Mbps increments to be included in each ETS BAO feature. For example, an ETS customer requires an additional 20 Mbps of bandwidth capacity on its existing 50 Mbps ETS Interswitch EVC. On its Access Order to the Telephone Company, the ETS customer would identify the ETS Basic Ports between which the existing 50 Mbps ETS Interswitch EVC exists, and order one ETS BAO feature made up of two 10 Mbps increments for that ETS EVC.

In addition to the applicable monthly charge for the underlying ETS rate element, a monthly charge applies for each ETS BAO feature established by the Telephone Company. The monthly charge is based upon the total number of 10 Mbps or 500 Mbps increments included in each ETS BAO feature ordered by the ETS customer.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(6) Optional Features and Functions (Cont'd)(c) ETS Bandwidth Add-On (ETS BAO) (Cont'd)

For example, an ETS customer orders two ETS BAO features to provide an additional 1 Gbps of bandwidth capacity on its existing 1 Gbps ETS Basic Port and associated 1 Gbps ETS CT. In addition to the monthly charges for the underlying 1 Gbps ETS Basic Port and associated 1 Gbps ETS CT, the Telephone Company would bill the ETS customer one ETS BAO feature monthly charge equal to two times the 500 Mbps increment ETS BAO feature ETS Basic Port rate and a second ETS BAO feature monthly charge equal to two times the 500 Mbps increment ETS BAO feature ETS CT rate. The ETS customer would also be billed two ETS Design Change Charges for the two ETS BAO features established by the Telephone Company, since the two ETS BAO features were being added to existing ETS rate elements.

When an ETS customer adds an ETS BAO feature to an eligible ETS Basic Port equipped with the DSL Access Service Connection function and/or ETS Port Protection feature, the bandwidth capacity of the associated DSL Access Service Connection function and/or ETS Port Protection feature will be automatically supplemented by the bandwidth capacity ordered in the ETS BAO feature added to the underlying ETS Basic Port. The Telephone Company will only bill the ETS customer for the ETS BAO feature associated with the underlying ETS Basic Port.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(6) Optional Features and Functions (Cont'd)(c) ETS Bandwidth Add-On (ETS BAO) (Cont'd)

As specified in Sections 9.3.5 and 9.3.6, following, the ETS BAO feature is eligible for an ETS Term Discount Plan or ETS Port Term Discount Plan discount when the ETS BAO feature's underlying ETS rate element is associated with a committed ETS Port. Bandwidth capacity added to an eligible ETS Basic Port committed under the ETS Term Discount Plan or ETS Port Term Discount Plan, using the ETS BAO feature, does not change the ETS customer's term plan commitment on the originally committed ETS Basic Port.

When an ETS customer elects to change the bandwidth capacity of an existing ETS BAO feature, or remove an existing ETS BAO feature from its underlying ETS rate element, an ETS Design Change Charge will apply, as described in Section 9.3.4(B)(2)(d), below. When an ETS customer disconnects an underlying ETS rate element equipped with an ETS BAO feature, the ETS BAO feature is automatically disconnected and neither an Access Order Charge, nor an ETS Design Change Charge, will apply for the disconnected ETS rate elements.

Rates and charges are specified in Section 10.3.3(F)(4), following,

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges

There are two types of rates and charges. They are monthly rates and nonrecurring charges. The rates and charges are described below:

(1) Monthly Rates

Monthly rates are recurring rates that apply each month, or fraction thereof, when an ETS service element is provided. For billing purposes, each month is considered to have 30 days.

(2) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for ETS are installation of service, service rearrangements, moves, and design changes.

Except as specified below, these charges are in addition to the Access Order Charge, as specified in Section 10.2.1, following.

(a) Installation of Service

Nonrecurring charges apply for installation of ETS CTs, ETS Ports, ETS EVCs, ETS E-EVCs, ETS I-EVCs and ETS Optional Features and Functions ordered by the ETS customer.

(b) Service Rearrangements

Service rearrangements are changes to existing (i.e., installed) services, which may be administrative only in nature, as set forth below, or that involve an actual physical change to the service.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(b) Service Rearrangements (Cont'd)

When the ETS customer elects to replace an existing ETS Port or ETS CT with a new ETS Port or ETS CT, with a lower bandwidth capacity element than the existing ETS element being replaced, the request will be considered a discontinuance of service for the former capacity, and start of service for the new capacity. Associated nonrecurring (i.e., installation) charges will apply, including any nonrecurring charges for optional features and functions, if applicable. New minimum period requirements will be established for the new ETS elements. The ETS customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued ETS elements.

When the ETS customer elects to replace an existing ETS Port or ETS CT with a new ETS Port or ETS CT with a higher bandwidth capacity element than the existing ETS element being replaced, the ETS Design Change Charge described in (d), below, will apply per new ETS element. New minimum period requirements will be established for the higher capacity ETS elements. Any outstanding minimum period charges associated with the lower capacity ETS elements being replaced, that would otherwise be applicable, as described in this paragraph, will be waived. Nonrecurring charges will also be waived.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(b) Service Rearrangements (Cont'd)

When the ETS customer elects to replace an existing ETS Basic Port equipped with the ETS Port Protection feature, with a new ETS Basic Port equipped with the ETS Port Protection feature with a higher bandwidth capacity than the existing ETS Basic Port being replaced, an ETS Design Change Charge, as described in (d), below, will apply for the new ETS Basic Port, as described in the preceding paragraph, and a second ETS Design Change Charge will apply per ETS Basic Port Protection feature, in lieu of the ETS Port Protection nonrecurring charge.

For example, if an ETS customer elected to replace its existing 50 Mbps ETS CT and 50 Mbps ETS Basic Port equipped with the ETS Port Protection feature, with a new 100 Mbps ETS CT and 100 Mbps ETS Basic Port equipped with the ETS Port Protection feature, three ETS Design Change Charges would apply.

When the ETS customer elects to replace an existing ETS EVC, ETS E-EVC, ETS I-EVC, and/or ETS MM-VCC with a new higher or lower bandwidth capacity ETS EVC, ETS E-EVC, ETS I-EVC, and/or ETS MM-VCC respectively, the ETS Design Change Charge, as described in (d), below, will apply per ETS element changed.

When the ETS customer elects to remove existing ETS EVCs, ETS E-EVCs, and/or ETS I-EVCs, the ETS Design Change Charge, as described in (d), below, will apply per ETS EVC, ETS E-EVC, or ETS I-EVC removed.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(b) Service Rearrangements (Cont'd)

The ETS Design Change Charge will apply per ETS EVC, as described in (d), below, when an ETS customer elects to make one or more of the following changes on an existing ETS EVC that has at least one CoS level already established: (1) changing the bandwidth capacity of an existing CoS level; (2) adding an additional CoS level; (3) replacing one type of CoS level with another type of CoS level; or (4) removing an existing CoS level from the associated ETS EVC. Only one ETS Design Change Charge will apply when more than one of the above changes is made to the same associated ETS EVC at the same time on the same access order.

When the ETS customer elects to install an ETS BAO feature on an existing qualifying ETS Basic Port, ETS CT, ETS EVC, ETS E-EVC, and/or ETS I-EVC, as described in Section 9.3.4(A)(6)(c), preceding, the ETS Design Change Charge, as described in (d), below, will apply per ETS BAO feature established.

When the ETS customer elects to increase or decrease the bandwidth capacity on an existing ETS BAO feature associated with an underlying ETS Basic Port, ETS CT, ETS EVC, ETS E-EVC, and/or ETS I-EVC, the ETS Design Change Charge, as described in (d), below, will apply per ETS BAO feature changed.

When the ETS customer elects to remove an existing ETS BAO feature from its underlying ETS Basic Port, ETS CT, ETS EVC, ETS E-EVC, and/or ETS I-EVC, the ETS Design Change Charge, as described in (d), below, will apply per ETS BAO feature removed.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(b) Service Rearrangements (Cont'd)

When the ETS customer elects to remove an existing ETS MM-VCC from its associated ADSL or SDSL Access Service line, the ETS Design Change Charge described in (d), below, will apply per ETS MM-VCC removed.

Administrative changes will be made without charge(s) to the ETS customer. Administrative changes are as follows:

- Change of customer name,
- Change of customer or customer's end user premises address when the change of address is not a result of physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number),
- Change of agency authorization,
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer or customer's end user contact name or telephone number, and
- Change of jurisdiction.

(c) Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer's premises
- The customer's premises

The charges for moving ETS elements are dependent on whether the move is to a different location within the same building, to a different building within the same SWC, or to a different building in a different SWC. The charges, specified below, apply in addition to any applicable charges for moving any applicable Special Access Services, as specified in Section 4.2.3, preceding.



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(c) Moves (Cont'd)(i) Moves Within the Same Building

ETS Basic and Interconnection Ports, ETS EVCs, ETS E-EVCs, and ETS I-EVCs are not impacted when an ETS customer moves its Point of Termination to a different location within the same building. The charge for moving an ETS CT within the same building will be an amount equal to one half of the nonrecurring (i.e., installation) charge for the ETS CT. There will be no change in the minimum period requirements.

(ii) Moves To A Different Building Within the Same SWC

ETS Basic and Interconnection Ports, ETS EVCs, ETS E-EVCs, and ETS I-EVCs are not impacted when an ETS customer moves its Point of Termination to a different building within the same SWC. The move of an ETS CT will be treated as a discontinuance and start of service. Associated nonrecurring (i.e., installation) charges will apply. New minimum period requirements will be established for the new services. The ETS customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(c) Moves (Cont'd)(iii) Moves to a Different Building in a Different SWC

A move to a different building in a different SWC will be treated as a discontinuance and start of service of all associated ETS elements. Associated nonrecurring (i.e., installation) charges will apply, including the ETS Port Protection feature nonrecurring charge, if applicable. New minimum period requirements will be established for the new services. The ETS customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

(d) ETS Design Changes

As described in (b), above, the ETS Design Change Charge, specified in Section 10.3.3(F)(2), following, will apply when the ETS customer elects to: (1) replace an existing ETS EVC, ETS E-EVC, ETS I-EVC, and/or ETS MM-VCC with a new higher or lower bandwidth capacity ETS EVC, ETS E-EVC, ETS I-EVC, and/or ETS MM-VCC, respectively; (2) remove existing ETS EVCs, ETS E-EVCs, or ETS I-EVCs; (3) replace an existing ETS Port or ETS CT with a new ETS Port or ETS CT with a higher bandwidth capacity element than the existing ETS element being replaced; (4) add an ETS BAO feature to an existing ETS Basic Port, ETS CT, ETS EVC, ETS E-EVC, ETS I-EVC, and/or ETS MM-VCC; (5) increase or decrease the bandwidth capacity on an existing ETS BAO feature associated with an underlying ETS Basic Port, ETS CT, ETS EVC, ETS E-EVC, ETS I-EVC, and/or ETS MM-VCC; or (6) remove an existing ETS BAO feature from its underlying ETS Basic Port, ETS CT, ETS EVC, ETS E-EVC, ETS I-EVC, and/or ETS MM-VCC.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(d) ETS Design Changes (Cont'd)

The ETS Design Change Charge will apply per ETS EVC when the ETS customer elects to: (1) change the bandwidth capacity of an existing CoS level; (2) add an additional CoS level; (3) replace one type of CoS level with another type of CoS level; or (4) remove an existing CoS level from the associated ETS EVC. Only one ETS Design Change Charge will apply, when more than one of the above changes, is made to the same associated ETS EVC at the same time on the same access order.

When applicable, the ETS Design Change Charge applies in lieu of the ETS EVC, ETS E-EVC, ETS I-EVC, or ETS MM-VCC nonrecurring charge.

(N)

The Access Order Charge will not apply when the ETS Design Change Charge is applicable.

(C) Minimum Periods

The minimum period for ETS service elements provided to an ETS customer, and for which charges are applicable, is:

- Twelve months for ETS Basic Ports, ETS Interconnection Ports, ETS Channel Terminations, and
- One month for all other ETS elements.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(D) Mixed Use

Mixed use refers to a rate applicable when the customer orders Ethernet Transport Service (ETS) between its CDP and an ETS-equipped SWC when the same customer also orders a portion of the available bandwidth capacity on its ETS Basic Port, at that SWC, as Ethernet Switched Access Local Transport (ESALT).

Mixed use is only available at SWCs designated by the Telephone Company in National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4, as being both ETS and ESALT equipped.

Where suitable facilities exist, mixed use arrangements are available, when provided by the Telephone Company within its serving territory, and when jointly provided by the Telephone Company with another telephone company in an adjacent or non-adjacent serving territory.

Mixed use arrangements are not available when the customer uses ETS Interconnection Ports and associated Special Access Services. Mixed use arrangements are also not available when jointly provided with another telephone company in a non-adjacent serving territory where the number of miles between the ETS SWC serving the customer's CDP and the ESALT SWC is greater than 75 airline miles.

The initial facilities between the CDP and ETS-equipped SWC will be ordered, provided, and rated as ETS (e.g., including, where applicable based on its configuration, ETS Basic Ports, ETS Channel Terminations, ETS EVCs, optional features, etc.). The nonrecurring charges that apply when these components are installed will be the nonrecurring charges associated with the applicable ETS rate elements, as specified in Section 10.3.3, following.

Rating as ETS will continue until such time as the customer places an order to activate a portion of the available ETS bandwidth capacity for use as ESALT. It is at this point the ETS facilities between the CDP and ETS-equipped SWC become mixed use subject to the following provisions.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(D) Mixed Use (Cont'd)

ESALT is available in increments of 2 Mbps, 10 Mbps and 50 Mbps. As each 2 Mbps, 10 Mbps or 50 Mbps increment of capacity on the customer's ETS Basic Port is activated for use as ESALT, the monthly rates for the applicable ETS rate elements for the shared mixed use facilities between the ETS/ESALT SWC and the CDP, excluding the monthly rate for the ETS Port Protection feature, will be reduced by a factor reflecting the capacity used for ESALT divided by the total capacity available on the mixed use facilities. The monthly rates for the ETS Port Protection feature, and for other non-shared ETS rate elements, used between the ETS/ESALT SWC and other locations, will not be reduced by this adjustment factor.

For example, the customer orders 10 Mbps on its existing 100 Mbps ETS Basic Port, 100 Mbps ETS Channel Termination, and ETS Port Protection feature, activated for use as ESALT at the ETS/ESALT SWC serving the CDP. In this example, the adjustment factor used would be 10% (i.e., 10 Mbps/100 Mbps), which would be applied to the undiscounted monthly rates for the 100 Mbps ETS Basic Port and the 100 Mbps ETS Channel Termination. This adjustment factor would not be applied to the monthly rate for the ETS Port Protection feature, or to any other non-shared ETS rate elements, ordered by the customer to connect to other locations.

If the ETS monthly charges for the shared mixed use facilities are subject to an ETS Term Discount Plan or ETS Port Term Discount Plan discount, as set forth in Sections 9.3.5 and 9.3.6, following, the ETS monthly charges for the shared ETS facilities will be reduced to reflect mixed use, before any ETS Term Discount Plan or ETS Port Term Discount Plan discount is applied.

Switched Access Service rates and charges will apply for each 2 Mbps, 10 Mbps, or 50 Mbps increment of capacity on the customer's ETS Basic Port activated for use as ESALT. The Switched Access Service monthly rates for the ESALT components activated on shared mixed use ETS facilities will not be reduced to reflect mixed use, and are not subject to any ETS Term Discount Plan discount.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.4 Rate Regulations (Cont'd)(D) Mixed Use (Cont'd)

When the customer orders the activation of capacity, of its existing ETS, for use as ESALT, the customer must provide the information specified in Section 3.2.1, preceding, on its order. In addition to the applicable ESALT nonrecurring charges for the service components ordered, an Access Order Charge will apply per order. The customer may order multiple increments of capacity for use as ESALT on the same access order, in which case only one Access Order Charge will apply.

When the customer orders both ETS and ESALT installed at the same ETS/ESALT SWC at the same time, the Telephone Company will waive the Access Order Charge and associated ESALT nonrecurring charges that would otherwise apply for the service components ordered on the ESALT order, provided the customer's ESALT and ETS orders cross reference each other. An Access Order Charge, and associated ETS nonrecurring charges, will apply for the service components ordered on the ETS order.

9.3.5 ETS Term Discount Plan

An optional term discount plan is available for Ethernet Transport Service (ETS). Under the ETS Term Discount Plan (ETS TDP), the monthly rates for eligible ETS service elements are reduced by a fixed percentage. The amount of the discount percentage differs based on the length of the term commitment period selected by the ETS customer.

ETS may be ordered at the customer's option on a month-to-month basis, or under a single term commitment period of either 36 months or 60 months as described herein, or under one or more individual ETS Port Term Discount Plans (ETS PTDPs) as described in Section 9.3.6, following.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)

The customer must notify the Telephone Company, in writing, of the length of its selected term commitment period. For purposes of this plan, all ETS Basic and ETS Interconnection Ports included in a customer's ETS Term Discount Plan are referred to as committed ETS Ports. To be included in an ETS Term Discount Plan, all committed ETS Ports within the Telephone Company's operating territory must be ordered for the same term commitment period (i.e., all 36 months or all 60 months) and remain in-service at the same bandwidth capacity throughout the entire term commitment period. ETS Ports installed after the establishment of the customer's ETS Term Discount Plan, may be ordered on a month-to-month basis, or added as additional committed ETS Ports to a customer's existing ETS TDP term commitment period, as described in (A), below, or ordered under individual ETS PTDPs as described in Section 9.3.6, following.

Access Order Charges, as described in Section 3.4.1, preceding, do not apply to establish a new or make any changes to an existing ETS Term Discount Plan.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)

The monthly rates for ETS service elements are set forth in Sections 10.3.3(A) through (F), following. The term discount percentages for the ETS Term Discount Plan are set forth in Section 10.3.3(G), following.

The term discount percentage for the customer's selected term commitment period applies to all committed ETS Ports provided within the Telephone Company's operating territory. The term discount percentage also applies to the following eligible ETS elements when these elements are provided within the Telephone Company's operating territory, and associated with a committed ETS Port: (1) ETS Channel Terminations (ETS CTs); (2) ETS Ethernet Virtual Connections (ETS EVCs) and associated Class of Service (CoS) levels, where applicable; (3) ETS Extended Ethernet Virtual Connections (ETS E-EVCs); (4) ETS Interconnected Ethernet Virtual Connections (ETS I-EVCs); (5) the ETS Bandwidth Add-On (ETS BAO) feature; and (6) the ETS Port Protection feature. Since there are no bandwidth or in-service requirements for ETS CTs, ETS EVCs, ETS E-EVCs, ETS I-EVCs, ETS MM-VCCs, ETS BAO features, and ETS Port Protection features, associated with committed ETS Ports under the ETS Term Discount Plan, customer ordered disconnects of or changes to the number or bandwidth capacities for these elements, do not affect the customer's ETS Term Discount Plan; (7) ETS MultiMedia Virtual Circuit Channels (ETS MM-VCCs).

When an eligible ETS element (i.e., ETS EVCs and associated CoS levels, ETS E-EVCs, ETS I-EVCs, ETS MM-VCCs, ETS LBR-VCCs, and the ETS BAO) is ordered between a committed ETS TDP Port and a committed ETS Port Term Discount Plan (ETS PTDP) Port that have different term commitment lengths (e.g., an ETS TDP Port committed for 60 months and an ETS PTDP Port committed for 36 months), the Telephone Company will apply the discount percentage associated with the longer term commitment length (in this example the 60 month commitment) to such eligible ETS element.

The ETS TDP term discount percentage does not apply to: (1) ETS Ports ordered on a month-to-month basis or committed under an ETS PTDP term commitment; (2) ETS CTs, ETS EVCs and associated CoS levels, where applicable, ETS E-EVCs, ETS I-EVCs, ETS BAO features, and ETS Port Protection features that are not associated with a committed ETS TDP Port; (3) ETS nonrecurring charges; and (4) special access services connected to an ETS Interconnection Port.

Except as specified in (A)-(C), below, discontinuance charges will apply when the customer fails to satisfy the term commitment period or the in-service requirements for its committed ETS Ports.



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)

The term discount percentage set forth in Section 10.3.3(G), following, will not be subject to Telephone Company initiated decreases during the customer's selected term commitment period.

If a term discount percentage increase occurs during the term of an existing ETS Term Discount Plan, the increased percentage will be applied automatically for the remainder of the customer's existing term commitment period.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)

At the end of the term commitment period, the customer may subscribe to a new ETS Term Discount Plan commitment period provided the customer had not previously subscribed to an ETS PTDP, subscribe to individual ETS PTDPs as described in Section 9.3.6, following, or revert to the undiscounted monthly rates and nonrecurring charges specified in Sections 10.3.3(A) through (F), following. If the customer does not notify the Telephone Company, in writing, of its choice by the end of its existing term commitment period, the Telephone Company will automatically convert the customer's ETS billing to the undiscounted monthly rates and nonrecurring charges specified in Sections 10.3.3(A) through (F), following. An Access Order Charge will not apply when a customer, at the end of its existing term commitment period, subscribes to a replacement ETS Term Discount Plan, subscribes to individual ETS PTDPs as described in Section 9.3.6, following, or reverts to month-to-month rates.

(A) ETS Port Additions

An ETS Term Discount Plan customer will choose one of the following options when ordering a new ETS Port during its existing term commitment period:

- (1) Add the new ETS Port to its existing ETS Term Discount Plan provided: (1) the customer commits to retain the newly installed ETS Port in-service at the same bandwidth capacity for the remainder of the existing term commitment period and (2) the ETS Port is being added before the last year of an existing term commitment period. The term commitment period of the customer's existing ETS Term Discount Plan will continue uninterrupted. During the last year of the commitment period, ETS Ports may not be added to an existing ETS TDP term commitment period.
- (2) Order the new ETS Port on a month-to-month basis. No term discount percentage would apply to the newly installed ETS Port. The term commitment period of the customer's existing ETS Term Discount Plan will continue uninterrupted.
- (3) Add the new ETS Port under a new individual ETS PTDP as described in Section 9.3.6 following.
- (4) Replace the existing ETS Term Discount Plan, in its entirety, with a new ETS Term Discount Plan, as described in (C), below, provided the customer had not previously subscribed to an ETS PTDP.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)(B) Committed ETS Port Replacements

An ETS Term Discount Plan customer will choose one of the following options when replacing a committed ETS Port during its existing term commitment period:

- (1) An ETS Term Discount Plan customer may disconnect a committed ETS Port before the end of its existing term commitment period, and replace it with one or more newly installed committed ETS Port(s) under its existing ETS TDP term commitment without the application of a discontinuance charge as described in (D), below, provided: (1) the bandwidth capacity of the replacement committed ETS Port(s) is equal to or greater than the bandwidth capacity of the disconnected committed ETS Port; (2) the customer commits to retain the replacement committed ETS Port(s) in-service at the same bandwidth capacity for the remainder of the existing term commitment period; (3) the replacement committed ETS Port(s) is added to the existing term commitment before the last year of an existing term commitment period; and (4) the customer's orders for the disconnect of the originally committed ETS Port and installation of the replacement committed ETS Port(s) are submitted to the Telephone Company at the same time and include cross references, as described in Section 3.2.6, preceding.
- (2) If the bandwidth capacity of the newly installed committed ETS Port(s) is less than the bandwidth capacity of the disconnected committed ETS Port, the disconnected committed ETS Port will be subject to a discontinuance charge as described in (D), below. The newly installed port(s) can be added as a committed ETS Port to the existing term commitment period, or ordered on a month-to-month basis as described in (A), above.
- (3) Since newly installed ETS Ports cannot be added to an existing term commitment period during the last year of the commitment period, an existing committed ETS Port disconnected during the last year of the commitment period cannot be replaced as described in (B)(1), above. The disconnected committed ETS Port will be subject to a discontinuance charge as described in (D), below. During the last year of the term commitment period, newly installed ETS Ports can be ordered as described in (A), above.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)(B) Committed ETS Port Replacements (Cont'd)

- (4) An ETS Term Discount Plan customer may disconnect a committed ETS TDP Port before the end of its existing term commitment period and replace it with a newly installed committed ETS PTDP Port under a new 36 or 60 month individual ETS PTDP commitment as described in Section 9.3.6, following. The newly committed replacement ETS PTDP Port may be at any available bandwidth capacity and any location within the Telephone Company's operating territory. The Telephone Company will waive any ETS TDP discontinuance charge as described in (D), below, and any unsatisfied minimum service period charge as described in Section 9.3.4(C), preceding, that may otherwise be applicable provided the customer's orders for the disconnect of the originally committed ETS TDP Port under its ETS TDP term commitment and installation of the newly committed replacement ETS PTDP Port under its new ETS PTDP term commitment are submitted to the Telephone Company at the same time and include cross references as described in Section 3.2.6(C), preceding.

After a committed ETS TDP Port has been disconnected and replaced with a committed ETS PTDP Port any committed ETS Ports remaining in the customer's ETS TDP term commitment may: (1) remain in-service under the ETS TDP until the end of the term commitment period, (2) be disconnected at any time during the ETS TDP term commitment period, or (3) be converted to undiscounted monthly rates and nonrecurring charges.

Once a customer subscribes to an ETS PTDP, it is no longer eligible to subscribe to a new ETS TDP once its existing ETS TDP term commitment period expires.

- (5) An ETS Term Discount Plan customer may transfer an in-service committed ETS Port before the end of its existing term commitment period to a new 36 or 60 month individual ETS Port Term Discount Plan. The transferred committed ETS PDTP Port will remain in-service at the same bandwidth capacity and same location as the previously committed ETS TDP Port.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)(B) (3) Committed ETS Port Replacements (Cont'd)

An Access Order Charge will not apply to the customer's order for the transfer of the in-service committed ETS TDP Port to an individual ETS PTDP term commitment. The Telephone Company will waive any ETS TDP discontinuance charge as described in (D), below, and any unsatisfied minimum service charge as described in Section 9.3.4(C), preceding, that may otherwise be applicable.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)(C) ETS Term Discount Plan Replacements

An ETS Term Discount Plan customer will choose one of the following options when replacing its existing ETS TDP during its existing term commitment period:

- (1) The customer may replace an existing ETS Term Discount Plan, in its entirety, with a new ETS Term Discount Plan, without the application of a discontinuance charge as described in (D), below, provided: (1) the term commitment period of the new ETS Term Discount Plan meets or exceeds the number of months remaining in the customer's existing ETS term commitment period and (2) the bandwidth capacity of the committed ETS Ports under the new ETS Term Discount Plan meets or exceeds the bandwidth capacity of the committed ETS Ports in the customer's existing ETS term commitment period. The term discount percentage applicable for the replacement ETS Term Discount Plan will apply on a going forward basis, based on the customer's written request to establish a new ETS Term Discount Plan commitment period, under this provision.

For example, a customer with an existing 36 month term commitment period and 50 Mbps of bandwidth capacity for its committed ETS Ports, can replace that term commitment in its entirety with a new 36 month or 60 month term commitment period at any time during the existing term commitment period, without the application of a discontinuance charge, provided the bandwidth capacity of the customer's committed ETS Ports under the new term commitment period is at least 50 Mbps.

When the term commitment period of a replacement ETS Term Discount Plan does not meet or exceed the number of months remaining in the customer's existing ETS Term Discount Plan commitment period, a discontinuance charge, as described in (D), below, will apply.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)(C)(1) ETS Term Discount Plan Replacements (Cont'd)

When the term commitment period of the new ETS Term Discount Plan meets or exceeds the number of months remaining in the customer's existing ETS term commitment period, but the bandwidth capacity of the customer's committed ETS Ports, under the new term commitment period, is less than the bandwidth capacity of the committed ETS Ports, under the customer's existing term commitment period, the following provisions will apply.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)(C)(1) ETS Term Discount Plan Replacements (Cont'd)

- (a) When the total monthly undiscounted charges for the number and type of committed ETS Ports, to be included in the customer's replacement ETS Term Discount Plan, is equal to or greater than the total monthly undiscounted charges for the number and type of committed ETS Ports included in the customer's existing ETS Term Discount Plan, the customer will be permitted to replace its existing ETS Term Discount Plan without the application of either a discontinuance charge, as described in (D), below, or a commitment shortfall charge, as described in (b), below.
- (b) When the total monthly undiscounted charges for the number and type of committed ETS Ports, to be included in the customer's replacement ETS Term Discount Plan, is less than the total monthly undiscounted charges for the number and type of committed ETS Ports included in the customer's existing ETS Term Discount Plan, the customer will be permitted to replace its existing ETS Term Discount Plan under this provision, however, a commitment shortfall charge will apply. The commitment shortfall charge will apply in lieu of a discontinuance charge, as described in (D), below, and will be calculated as follows:

Step 1: Determine the difference between the total monthly undiscounted charges for the number and type of committed ETS Ports, included in the customer's existing ETS Term Discount Plan, and the total monthly undiscounted charges for the number and type of committed ETS Ports to be included in the customer's replacement ETS Term Discount Plan.

Step 2: Multiply the result from Step 1 by 35%.

Step 3: Multiply the result from Step 2 times the number of months remaining in the existing term commitment period.



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)(C)(1) ETS Term Discount Plan Replacements (Cont'd)

## (b) (Cont'd)

For example, a customer elects to replace its existing 36 month ETS Term Discount Plan, in its entirety, in the 22nd month of the existing term commitment period, with a new 36 month ETS Term Discount Plan. The existing term plan commitment includes a total bandwidth capacity requirement of 300 Mbps for the customer's six 50 Mbps committed ETS Basic Ports. In the replacement ETS Term Discount Plan, the customer will only be including two 100 Mbps committed ETS Basic Ports, for a total bandwidth capacity of 200 Mbps. Although the customer satisfies the term commitment length replacement requirement with the new ETS Term Discount Plan, it does not satisfy the bandwidth capacity replacement requirement, and the total monthly undiscounted charges, under the new term commitment period, are less than the total monthly undiscounted charges under the existing term commitment period.

Using illustrative undiscounted monthly rates of \$275.00 for a 50 Mbps ETS Basic Port and \$330.00 for a 100 Mbps ETS Basic Port, the Telephone Company would bill the customer a commitment shortfall charge totaling \$4,851.00 based on:

Step 1: \$1,650.00 (i.e., \$275.00 x 6 ports) - \$660.00 (i.e., \$330.00 x 2 ports) = \$990.00

Step 2: \$990.00 x 35% = \$346.50

Step 3: \$346.50 x 14 months = \$4,851.00

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)(C) ETS Term Discount Plan Replacements (Cont'd)

- (2) The customer may discontinue its existing ETS TDP in its entirety at any time during the term commitment period and replace it with one or more individual ETS PTDPs under new 36 and/or 60 month term commitment periods as described in Section 9.3.6, following. The replacement committed ETS PTDP Ports may be at any available bandwidth capacity and any location within the Telephone Company's operating territory. Any committed ETS TDP Ports not transferred to individual ETS PTDPs will be disconnected. The Telephone Company will waive any ETS TDP discontinuance charges as described in (D), below, and any unsatisfied minimum service period charges as described in Section 9.3.4(C), preceding, that may otherwise be applicable provided the customer's orders for the discontinuance of the ETS TDP (including the disposition of each committed ETS TDP Port) and the replacement ETS PTDPs are submitted to the Telephone Company at the same time and include cross references as described in Section 3.2.6(D), preceding.

Once the customer replaces its existing ETS TDP with one or more replacement ETS PTDPs, it is no longer eligible to subscribe to a new ETS TDP.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)(D) Discontinuance Charges

Except as provided for in (B) and (C), above, discontinuance charges will apply when: (1) the customer disconnects a committed ETS Port prior to the end of the term commitment period; (2) the customer disconnects a committed ETS Port prior to the end of the term commitment period and the replacement committed ETS Port(s) does not satisfy the requirements specified in (B), above; (3) the customer discontinues an existing ETS Term Discount Plan, in its entirety, prior to the end of the term commitment period; or (4) the customer replaces an existing ETS Term Discount Plan with a new ETS Term Discount Plan or one or more individual ETS Port Term Discount Plans that does not satisfy the requirements specified in (C), above.

The discontinuance charge will be equal to 35% of the total undiscounted monthly rate for each committed ETS Port, included in the customer's ETS Term Discount Plan, for each month remaining in the unsatisfied term commitment period. Minimum service period charges, as specified in Section 9.3.4(C), preceding, would also apply, if applicable.

The following examples illustrate how the Telephone Company will calculate the applicable discontinuance charge.

Example 1

A customer discontinues its existing ETS Term Discount Plan, in its entirety, in the 20th month of a 36 month term commitment period. The customer included three 100 Mbps committed ETS Basic Ports when it established its initial term plan commitment.

Using an illustrative undiscounted monthly rate of \$330.00 for a 100 Mbps ETS Basic Port, the Telephone Company would bill the customer a term plan discontinuance charge totaling \$5,544.00 (i.e., \$330.00 x 35% x 3 ports x 16 months).

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)(D) Discontinuance Charges (Cont'd)Example 2

A customer disconnects one of the four 50 Mbps committed ETS Basic Ports, included in its ETS Term Discount Plan, in the 39th month of a 60 month term commitment period. The customer included all four of these ports when it established its initial term plan commitment.

Using an illustrative undiscounted monthly rate of \$275.00 for a 50 Mbps ETS Basic Port, the Telephone Company would bill the customer a port discontinuance charge totaling \$2,021.25 (i.e., \$275.00 x 35% x 21 months).

(E) ETS Volume Discount Plan<sup>1</sup>

The ETS Volume Discount Plan (ETS VDP) is an optional pricing plan, that provides the ETS Term Discount Plan customer with an additional discount, applied against the monthly charges for its in-service committed ETS Basic and Interconnection Ports, when the customer has at least five committed ETS Ports in-service within the Telephone Company's operating territory.

In order to subscribe to, and retain, the ETS VDP, the customer must have an ETS Term Discount Plan commitment with the Telephone Company. The ETS Term Discount Plan customer must notify the Telephone Company, in writing, it wants to establish an ETS VDP. The customer may request an ETS VDP at the same time it establishes its ETS Term Discount Plan commitment, or at any time prior to the expiration of an existing ETS Term Discount Plan. The ETS VDP will continue for the balance of the customer's ETS Term Discount Plan commitment.

<sup>1</sup> Exception to Rural Telephone Service dba Nex-Tech's ETS Volume Discount Plan regulations. As it pertains to Rural Telephone Service dba Nex-Tech, the ETS VDP is applied against all monthly ETS charges when the customer has at least five committed ETS Ports in-service within the Telephone Company's operating territory. The ETS VDP does not apply to ETS Ports ordered on a month-to-month basis (i.e., non-committed ETS Ports).

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.5 ETS Term Discount Plan (Cont'd)(E) ETS Volume Discount Plan (Cont'd)

Each month, on the bill date, the Telephone Company will determine the number of committed ETS Basic and Interconnection Ports in-service under the customer's ETS TDP term commitment. If that number falls below five, the customer will not be eligible for the ETS VDP discount that month. When the number of committed ETS Basic and Interconnection Ports in-service is at least five, the ETS VDP discount will be applied for that month, to all committed ETS TDP Ports in-service. When applicable, the ETS VDP discount will be applied after the ETS TDP term discount is applied.

The ETS VDP discount does not apply to: (1) ETS Ports ordered on a month-to-month basis or committed under an ETS PTDP term commitment (i.e., non-committed ETS TDP Ports), (2) any other ETS monthly charges, (3) any ETS nonrecurring charges, or (4) any monthly or nonrecurring charges for special access services connected to a committed ETS Interconnection Port.

Access Order Charges, as described in Section 3.4.1, preceding, do not apply to establish a new ETS VDP or to terminate an existing ETS VDP.

The ETS VDP discount is specified in Section 10.3.3(H), following.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.6 ETS Port Term Discount Plan

An optional term discount plan is available for Ethernet Transport Service (ETS). Under the ETS Port Term Discount Plan, the monthly rates for eligible ETS service elements are reduced by a fixed percentage. The amount of the discount percentage differs based on the length of the term commitment period selected by the ETS customer.

ETS may be ordered at the ETS customer's option on an undiscounted month-to-month basis, under a single ETS Term Discount Plan (ETS TDP) as described in Section 9.3.5, preceding, or under individual ETS Port Term Discount Plans (ETS PTDPs) as described herein.

Each individual ETS PTDP is associated with a single ETS PTDP Port provided within the Telephone Company's operating territory for the selected 36 or 60 month term commitment period. An ETS Basic or Interconnection Port included in an ETS PTDP is referred to as a committed ETS Port. The monthly rate for the committed ETS Port is reduced by a fixed percentage. The amount of the percentage discount differs based on the term commitment length selected by the ETS customer for that ETS PTDP term commitment.

The ETS customer may subscribe to an unlimited number of ETS PTDPs. When placing an order for a committed ETS PTDP Port, the customer must specify in writing the length of the selected ETS PTDP term commitment. A committed ETS PTDP Port must remain in-service throughout the entire term commitment period of the associated ETS PTDP.

The monthly rates for the committed ETS PTDP Port and associated eligible ETS elements are set forth in Sections 10.3.3(A)(1) through (F)(4), following.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.6 ETS Port Term Discount Plan (Cont'd)

The term discount percentage for the customer selected term commitment period applies to the committed ETS Port and the following associated eligible ETS elements when provided within the Telephone Company's operating territory: (1) ETS Channel Terminations (ETS CTs); (2) ETS Ethernet Virtual Connections (ETS EVCs) and associated Class of Service (CoS) levels, where applicable; (3) ETS Extended Ethernet Virtual Connections (ETS E-EVCs); (4) ETS Interconnected Ethernet Virtual Connections (ETS I-EVCs); (5) ETS MultiMedia Virtual Circuit Channels (ETS MM-VCCs); (6) ETS Low Bit Rate Virtual Circuit Channels (ETS LBR-VCCs); (7) the ETS Bandwidth Add-On (ETS BAO) feature; and (8) the ETS Port Protection feature. Customer ordered additions, disconnects or changes to the number of and/or bandwidth capacities for ETS CTs, ETS EVCs, ETS E-EVCs, ETS I-EVCs, ETS MM-VCCs, ETS LBR-VCCs, ETS BAO features and ETS Port Protection features associated with a committed ETS Port may be made at any time during the term commitment period and do not affect the customer's ETS PTDP.

The ETS PTDP term discount percentage does not apply to: (1) an ETS Port ordered on a month-to-month basis or committed under an ETS TDP term commitment; (2) ETS CTs, ETS EVCs and associated CoS levels, where applicable, ETS E-EVCs, ETS I-EVCs, ETS MM-VCCs, ETS LBR-VCCs, ETS BAO features, and ETS Port Protection features that are not associated with a committed ETS PTDP Port; (3) ETS nonrecurring charges; and (4) special access services connected to an ETS Interconnection Port.

When an eligible ETS element (i.e., ETS EVCs and associated CoS levels, ETS E-EVCs, ETS I-EVCs, ETS MM-VCCs, ETS LBR-VCCs, and the ETS BAO) is ordered between two committed ETS PTDP Ports or between a committed ETS TDP Port and a committed ETS PTDP Port that have different term commitment lengths (e.g., one Port is committed for 36 months and the other Port is committed for 60 months), the Telephone Company will apply the discount percentage associated with the longer term commitment length (i.e., 60 months) to such eligible ETS element.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.6 ETS Port Term Discount Plan (Cont'd)

The term discount percentage set forth in Section 10.3.3(I), following, will not be subject to Telephone Company initiated decreases during the customer's selected term commitment period. If a term discount percentage increase occurs during the term commitment period, the increased percentage will be applied automatically for the remainder of the customer's existing term commitment period.

At the end of each ETS PTDP term commitment period, the customer may subscribe to a new ETS PTDP or revert to the undiscounted monthly rates and nonrecurring charges specified in Sections 10.3.3(A)(1) through (F)(4), following. If the customer does not notify the Telephone Company in writing of its choice by the end of its existing term commitment period, the Telephone Company will automatically convert the customer's ETS billing to the undiscounted monthly rates and nonrecurring charges specified in Sections 10.3.3(A)(1) through (F)(4), following. A customer is not eligible to subscribe to a new ETS TDP once it has subscribed to one or more individual ETS PTDPs.

An Access Order Charge as described in Section 3.4.1, preceding, does not apply to establish a new or make any changes to an existing ETS PTDP or when at the end of its existing term commitment period, the customer subscribes to a new ETS PTDP or reverts to undiscounted monthly rates and nonrecurring charges specified in Sections 10.3.3(A)(1) through (F)(4), following.

Except as specified in (A)–(B), below, discontinuance charges will apply when the customer fails to satisfy the term commitment period.



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.6 ETS Port Term Discount Plan (Cont'd)(A) Committed ETS PTDP Port Replacement

At any time during the current term commitment period the customer may disconnect an existing committed ETS PTDP Port and replace it with a newly installed committed ETS PTDP Port at any available bandwidth capacity and any location within the Telephone Company's operating territory. The current term commitment period remains uninterrupted. For example, during the 20th month of a 36 month term commitment period, the ETS customer places orders to disconnect its existing 100 Mbps committed ETS PTDP Port and install a new 50 Mbps committed ETS PTDP Port. The newly committed 50 Mbps replacement ETS PTDP Port must remain in service for the remainder of the original 36 month ETS PTDP term commitment period.

The Telephone Company will waive the discontinuance charge as described in (C), below, and any unsatisfied minimum service period charge as described in Section 9.3.4(C), preceding, that may otherwise be applicable provided the customer's orders for the disconnection of the existing committed ETS PTDP Port and installation of the newly committed replacement ETS PTDP Port are submitted to the Telephone Company at the same time and include cross references as described in Section 3.2.6(E), preceding.

(B) ETS PTDP Replacement

At any time during the term commitment period the customer may replace an existing ETS PTDP with a new 36 or 60 month ETS PTDP commitment for an ETS PTDP Port at any available bandwidth capacity and any location within the Telephone Company's operating territory. For example, an existing ETS PTDP may be replaced in the 22nd month of a 60 month term commitment period with a new replacement ETS PTDP for 36 months. The term discount percentage applicable for the replacement ETS PTDP will apply on a going forward basis. The customer's written request to establish a new replacement ETS PTDP should indicate the new 36 or 60 month term commitment period and the selected bandwidth capacity and location within the Telephone Company's operating territory for the newly committed replacement ETS PTDP Port. The Telephone Company will waive the discontinuance charge as described in (C), below, and any unsatisfied minimum service period charge as specified in Section 9.3.4(C), preceding, that may otherwise be applicable.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.6 ETS Port Term Discount Plan (Cont'd)(C) Discontinuance Charges

Except as provided for in (A)–(B), above, a discontinuance charge will apply when a customer disconnects a committed ETS Port prior to the end of its ETS PTDP term commitment period. The discontinuance charge will be equal to 35% of the total undiscounted monthly rate for the committed ETS Port for each month remaining in the unsatisfied term commitment period. For example, a customer discontinues its 100 Mbps ETS Basic Port in the 20th month of a 36 month term commitment period. Using an illustrative undiscounted monthly rate of \$330 for a 100 Mbps ETS Basic Port, the Telephone Company will bill the customer a port discontinuance charge of \$1,848 (i.e., \$330.00 x 35% x 16 months). A minimum service period charge as specified in Section 9.3.4(C), preceding, would also apply, if applicable.

(D) ETS PTDP Volume Discount Plan

The ETS PTDP Volume Discount Plan (ETS PTDP VDP) is an optional pricing plan that provides the ETS PTDP customer with an additional discount applied against the monthly charges for its committed ETS Basic and Interconnection Ports when the customer has at least five committed ETS PTDP Ports in-service within the Telephone Company's operating territory on the first of each month. At the same time it subscribes to its ETS PTDP or any time thereafter, the customer may notify the Telephone Company in writing it wants to establish an ETS PTDP VDP.

On the 1st of each month, the Telephone Company will determine the number of committed ETS Basic and Interconnection Ports in-service under the customer's individual ETS PTDPs. If five or more committed ETS PTDP Ports are in-service on that date, the ETS PTDP VDP discount will be applied for that month to all committed ETS PTDP Ports in-service. If the customer does not have at least five committed ETS PTDP Ports in-service on the first of the month, it will not be eligible for the ETS PTDP VDP discount for that particular month. When applicable, the ETS PTDP VDP discount will be applied after the ETS PTDP term discount is applied.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.3 Ethernet Transport Service (Cont'd)9.3.6 ETS Port Term Discount Plan (Cont'd)(D) ETS PTDP Volume Discount Plan (Cont'd)

The ETS PTDP VDP discount does not apply to: (1) ETS Ports ordered on a month-to-month basis or committed under an ETS TDP term commitment (i.e., non-committed ETS PTDP Ports), (2) any other ETS monthly charges, (3) any ETS nonrecurring charges, or (4) any monthly or nonrecurring charges for special access services connected to a committed ETS Interconnection Port. Access Order Charges as described in Section 3.4.1, preceding, do not apply to establish a new ETS PTDP VDP or to terminate an existing ETS PTDP VDP.

The ETS PTDP VDP discount is specified in Section 10.3.3(J), following.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.4 Internet Protocol Gateway Access Service9.4.1 General

Internet Protocol Gateway Access Service (IPG) is an optional two-way packet transport service that provides an end-to-end transmission path using packet technology at transport speeds of either 1.544 Mbps or 44.736 Mbps, where available. IPG enables the customer to interconnect its Internet Protocol (IP) based network with the Telephone Company's switched network at a Telephone Company provided IP gateway. IPG is only available to connect the customer's designated premises (CDP) to a Telephone Company provided IP gateway serving wire center (IPG SWC) when both the CDP and IPG SWC are located within the Telephone Company's serving territory.

IPG provides the customer with voice transmission and call set up signaling paths between its CDP and the IPG SWC. Available for use in conjunction with Feature Group D (FGD) Switched Access Service, IPG provides the customer with the ability to deliver interexchange voice traffic originated on or transported across its IP based network for termination to the Telephone Company's local exchange service subscribers and to accept interexchange voice traffic originated on or transported across the Telephone Company's network.

9.4.2 Service Description

As described below, IPG is provided using a combination of IPG Transport and IPG Ports. IPG can only be used in conjunction with FGD Switched Access Service, which is ordered separately by the IPG customer.

IPG Transport is required to provide the connection between the CDP and Telephone Company IPG SWC. IPG Transport consists of an IPG Transport Termination and, where required, an IPG Transport Mileage Facility and IPG Transport Mileage Termination. Which IPG Transport rate elements apply will depend on where, in its network, the Telephone Company deploys its IP gateway. An IPG Port is required to provide the interface at the IPG SWC to the Telephone Company's switched network.

The transmission quality of IPG is not guaranteed and is offered to the IPG customer at a best effort level. The Telephone Company will attempt to deliver all interexchange voice traffic received that was originated on or transported across the IPG customer's IP based network.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.4 Internet Protocol Gateway Access Service (Cont'd)9.4.2 Service Description (Cont'd)

The Telephone Company will provide the IPG customer accurate call signaling data for interexchange voice traffic, that originates on, or is transported across, the Telephone Company's network. The call signaling data will either: (1) conform to an active 10-digit North American Numbering Plan or directory number, which is associated with the geographic location of the originating calling party (i.e., Calling Party Number and/or Automatic Number Identification) or (2) represent IP equivalent call signaling that is mutually agreed upon by the IPG customer and Telephone Company, at the time the customer places its order for IPG.

Service is provided, where available, between CDPs and designated Telephone Company IPG SWCs located within the Telephone Company's serving territory. IPG will be furnished, where suitable facilities exist, as determined by the Telephone Company. The Telephone Company will identify its IPG SWCs in the National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4.

Rates and charges for IPG are specified in Section 10.3.4, following. The application of rates and charges for IPG is described later in this section.

9.4.3 Obligations of the Customer

In addition to the regulations described in other sections of this pricelist, the following provisions apply to IPG.

- (A) The IPG customer is responsible for providing the Telephone Company with the necessary information to provision IPG, as specified in Section 3.2, preceding.
- (B) The IPG customer is responsible for passing, to the Telephone Company, accurate call signaling data that will enable the Telephone Company to accurately bill for the associated terminating FGD Switched Access Service network usage. Such call signaling data must either: (1) conform to an active 10-digit North American Numbering Plan or directory number, which is associated with the geographic location of the originating calling party (i.e., Calling Party Number and/or Automatic Number Identification) or (2) represent IP equivalent call signaling that is mutually agreed upon by the IPG customer and Telephone Company, at the time the customer places its order for IPG.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.4 Internet Protocol Gateway Access Service (Cont'd)9.4.3 Obligations of the Customer (Cont'd)

(C) The IPG customer is responsible for providing and maintaining all required CPE, which is compatible with IPG, and the customer selected signaling interface, and bearer channel format, that comply with the requirements specified in the following Technical References:

- IETF RFC 3261 - June 2002;
- IETF RFC 3262 - June 2002;
- IETF RFC 3263 - June 2002;
- IETF RFC 3264 - June 2002;
- IETF RFC 3265 - June 2002;
- IETF RFC 3550 - July 2003;
- ITU-T G.711 - November 1988;
- ITU-T G.723.1 - May 2006;
- ITU-T G.729 - January 2007;
- ITU-T G.7041/Y.1303 - August 2005;
- ITU-T G.8040/Y.1340 - September 2005;
- ITU-T H.225.0 - May 2006;
- ITU-T H.245 - June 2008; and/or
- ITU-T H.323 - June 2006.

9.4.4 Rate Regulations

This section contains the regulations governing the rates and charges that apply for IPG. Regulations governing the rates and charges for FGD Switched Access Service, provided under Moss Adams LLC Tariff F.C.C No. 1, used in conjunction with IPG. The following diagrams depict generic views of the elements of IPG.

(x)

(x) Nemont Telephone Cooperative Inc., Project Telephone Company and Missouri Valley Communications, Inc. are Issuing Carriers in Moss Adams LLC Tariff F.C.C. No. 1.

ACCESS SERVICE

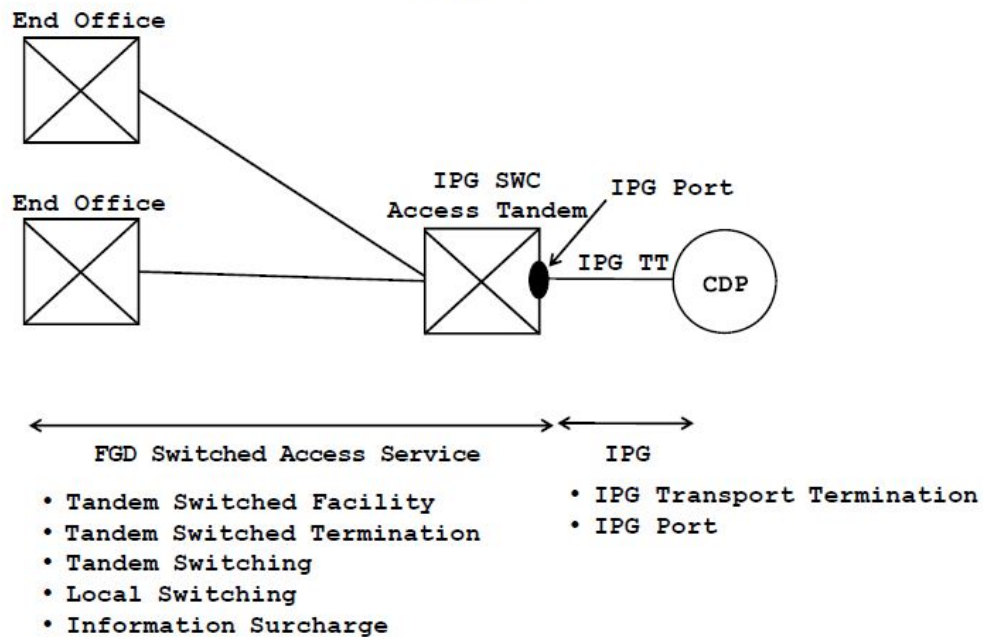
9. Public Packet Data Network (Cont'd)

9.4 Internet Protocol Gateway Access Service (Cont'd)

9.4.4 Rate Regulations (Cont'd)

In the first figure, the IPG customer's CDP is served by the Telephone Company's IPG SWC. The Telephone Company deployed its IP gateway at its access tandem office. The IPG customer obtains the ability to deliver traffic originated on, or transported across, its IP based network for termination to local exchange service subscribers, served by end offices subtending this access tandem office, and to accept traffic originated on, or transported across, the Telephone Company's network. The IPG customer orders the applicable IPG service elements from the Telephone Company, pursuant to the provisions specified in this section, and the applicable FGD Switched Access Service elements.

Figure 1



ACCESS SERVICE

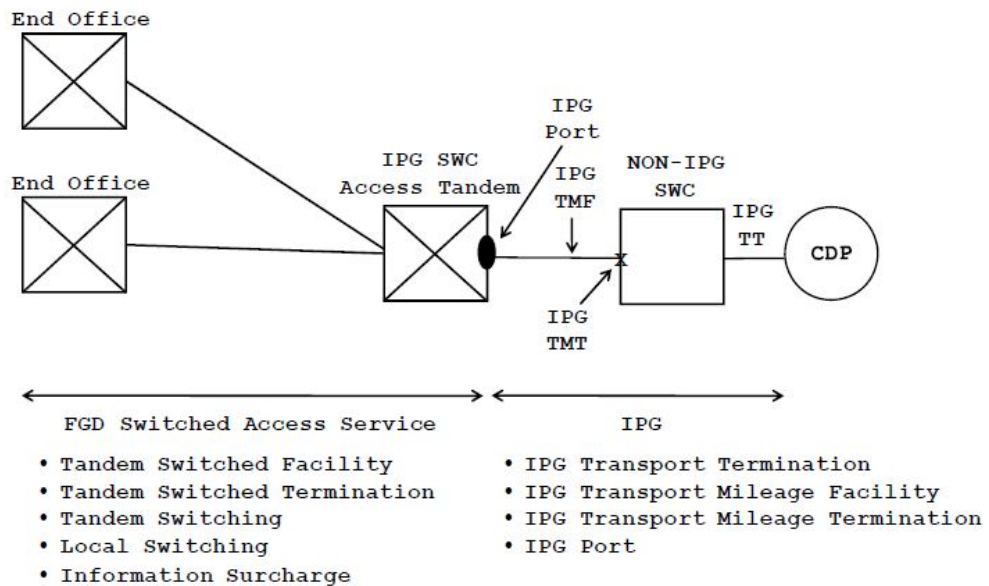
9. Public Packet Data Network (Cont'd)

9.4 Internet Protocol Gateway Access Service (Cont'd)

9.4.4 Rate Regulations (Cont'd)

In the second figure, the IPG customer's CDP is served by a SWC that is not the IPG SWC. The Telephone Company deployed its IP gateway at its access tandem office. The IPG customer obtains the ability to deliver traffic originated on, or transported across, its IP based network for termination to local exchange service subscribers, served by end offices subtending this access tandem office, and to accept traffic originated on, or transported across, the Telephone Company's network. The IPG customer orders the applicable IPG service elements from the Telephone Company, pursuant to the provisions specified in this section, and the applicable FGD Switched Access Service elements.

Figure 2





ACCESS SERVICE

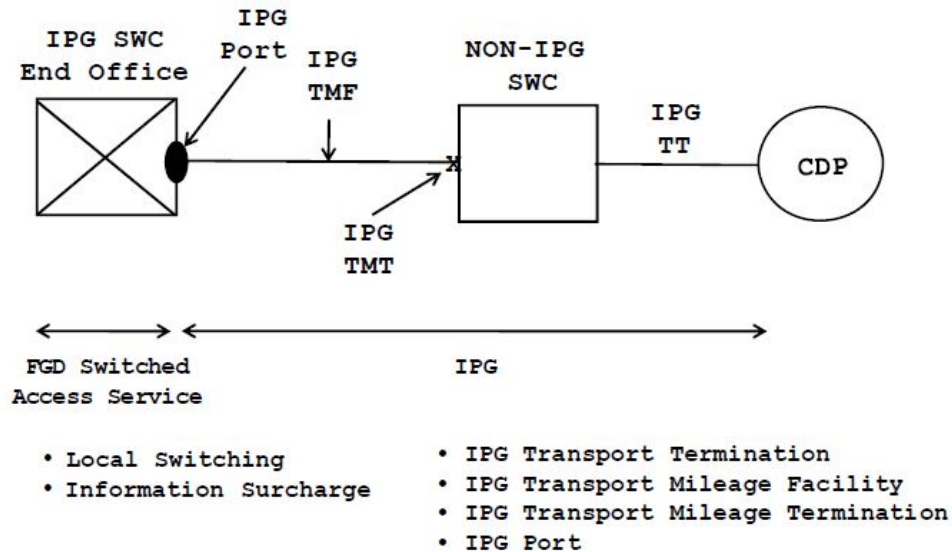
9. Public Packet Data Network (Cont'd)

9.4 Internet Protocol Gateway Access Service (Cont'd)

9.4.4 Rate Regulations (Cont'd)

In the third figure, the IPG customer's CDP is served by a SWC that is not the IPG SWC. The Telephone Company deployed its IP gateway at its end office. The IPG customer obtains the ability to deliver traffic originated on, or transported across, its IP based network for termination to local exchange service subscribers, served by this end office, and to accept traffic originated on, or transported across, the Telephone Company's network. The IPG customer orders the applicable IPG service elements from the Telephone Company, pursuant to the provisions specified in this section, and the applicable FGD Switched Access Service elements.

Figure 3



ACCESS SERVICE

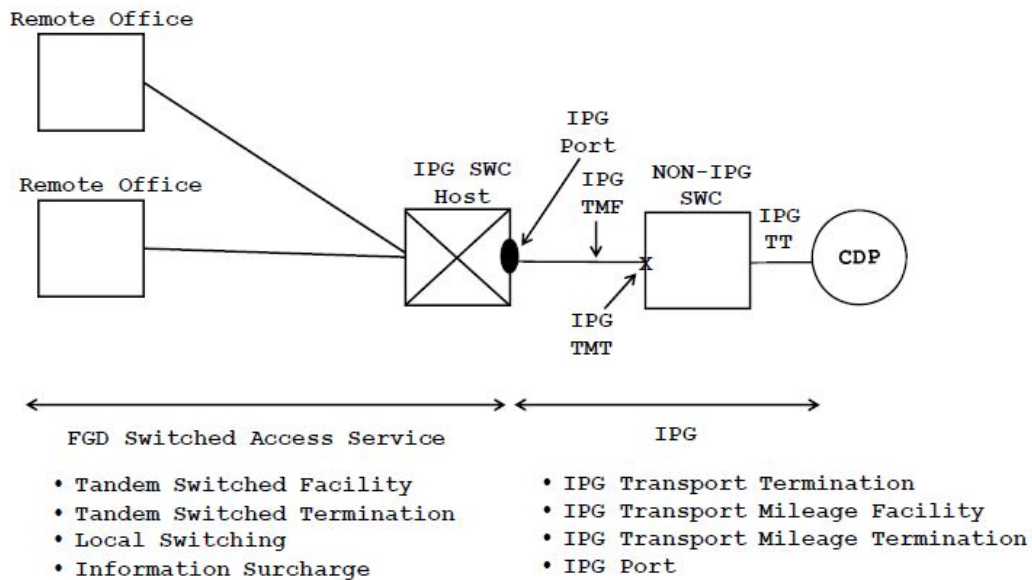
9. Public Packet Data Network (Cont'd)

9.4 Internet Protocol Gateway Access Service (Cont'd)

9.4.4 Rate Regulations (Cont'd)

In the fourth figure, the IPG customer's CDP is served by a SWC that is not the IPG SWC. The Telephone Company deployed its IP gateway at its host office. The IPG customer obtains the ability to deliver traffic originated on, or transported across, its IP based network for termination to local exchange service subscribers, served by this host office and its subtending remote offices, and to accept traffic originated on, or transported across, the Telephone Company's network. The IPG customer orders the applicable IPG service elements from the Telephone Company, pursuant to the provisions specified in this section, and the applicable FGD Switched Access Service elements.

Figure 4



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.4 Internet Protocol Gateway Access Service (Cont'd)9.4.4 Rate Regulations (Cont'd)(A) Rate Categories

IPG service elements are described below. Rates and charges are specified in Section 10.3.4, following.

(1) IPG Transport Termination (TT)

An IPG TT provides the transport facility between the customer's designated premises and the Telephone Company's SWC. The IPG TT rate element is designed to recover the costs associated with this transport facility.

IPG TTs are available at bandwidth speeds of 1.544 Mbps and 44.736 Mbps. The IPG customer orders the quantity and type of IPG TT it needs, based on its bandwidth requirements. An IPG TT may be connected to: (1) an IPG Port, when the IPG SWC is the SWC serving the customer's designated premises, or (2) an IPG Transport Mileage Facility and IPG Transport Mileage Termination, when the SWC serving the customer's designated premises is not IPG equipped.

Monthly and nonrecurring charges apply for each IPG TT ordered. The charges are based upon the bandwidth capacity ordered by the customer. The IPG TT will apply even if the customer's designated premises and the IPG SWC are located in the same Telephone Company building.

(2) IPG Transport Mileage Facility (TMF)

IPG TMF is required when the SWC serving the customer's designated premises is not IPG equipped. The IPG TMF provides the transport facility between the SWC serving the customer's designated premises and the Telephone Company's IPG SWC. The IPG TMF rate element is designed to recover the costs associated with this transport facility.

IPG TMF is available at bandwidth speeds of 1.544 Mbps and 44.736 Mbps. The IPG customer orders the quantity and type of IPG TMF it needs, based on its bandwidth requirements.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.4 Internet Protocol Gateway Access Service (Cont'd)9.4.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(2) IPG Transport Mileage Facility (TMF) (Cont'd)

A monthly charge applies for each IPG TMF ordered. The monthly charge for each IPG TMF is based upon the bandwidth speed ordered and the number of airline miles between the SWC serving the customer's designated premises and the Telephone Company's IPG SWC. To determine the applicable monthly charge, first compute the airline mileage using the V&H coordinates method described in the National Exchange Carrier Association, Inc. Pricelist F.C.C. No. 4. When the calculation results in a fraction of a mile, always round up to the next whole mile, before determining the total airline mileage. Once the total airline mileage for each IPG TMF is determined, multiply the number of airline miles times the IPG Transport Mileage Facility per mile rate for the bandwidth speed ordered.

(3) IPG Transport Mileage Termination (TMT)

An IPG TMT is required whenever the customer orders IPG TMF, as described in (2), above. The IPG TMT provides the circuit equipment needed to terminate an IPG TMF at the SWC serving the customer's designated premises. The IPG TMT rate element is designed to recover the costs associated with this circuit equipment.

IPG TMT is available at bandwidth speeds of 1.544 Mbps and 44.736 Mbps.

For each IPG TMF ordered by the customer, one IPG TMT, at the same speed as the associated IPG TMF, applies. A monthly charge applies for each IPG TMT based upon the bandwidth speed ordered by the Customer.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.4 Internet Protocol Gateway Access Service (Cont'd)9.4.4 Rate Regulations (Cont'd)(A) Rate Categories (Cont'd)(4) IPG Port

An IPG Port provides network and signaling interfaces at the Telephone Company's IPG SWC. The IPG Port also provides for the establishment of a trunk-side bearer channel transmission path to allow voice call information to be passed between the customer's IP based network and the Telephone Company's switched network. The IPG Port rate element is designed to recover the costs associated with providing the interface for the bearer channel transmission path.

IPG Ports are available with bandwidth speeds of 1.544 Mbps and 44.736 Mbps. Required IPG Transport into the IPG Port is provided using either: (1) an IPG TT, when the SWC serving the customer's designated premises is IPG equipped, or (2) a combination of an IPG TT, an IPG TME, and an IPG TMT, when the SWC serving the customer's designated premises is not IPG equipped. The bandwidth speed of an IPG Port must be equal to the bandwidth speed of the associated IPG Transport.

A monthly charge applies for each IPG Port ordered. The monthly charge for each IPG Port is based upon the bandwidth speed ordered by the customer.

(B) Types of Rates and Charges

There are two types of rates and charges applicable to IPG. They are monthly rates and nonrecurring charges, as described below.

(1) Monthly Rates

Monthly rates are recurring rates that apply each month, or fraction thereof, when an IPG service element is provided. For billing purposes, each month is considered to have 30 days.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.4 Internet Protocol Gateway Access Service (Cont'd)9.4.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for IPG are installation of service, service rearrangements, and moves.

Except as specified below, these charges are in addition to the Access Order Charge, as specified in Section 10.2.1, following.

(a) Installation of Service

Nonrecurring charges apply for the installation of IPG Transport Terminations.

(b) Service Rearrangements

Service rearrangements are changes to existing (i.e., installed) services, which may be administrative only in nature, as set forth below, or that involve an actual physical change to the service.

When the IPG customer elects to change the bandwidth capacity on existing IPG Ports and associated IPG Transport, the request will be considered a discontinuance of service for the former capacity and start of service for the new capacity. Associated nonrecurring (i.e., installation) charges will apply. New minimum period requirements will be established for the new IPG service elements. The IPG customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued IPG service elements, if applicable.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.4 Internet Protocol Gateway Access Service (Cont'd)9.4.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(b) Service Rearrangements (Cont'd)

Following the initial installation of service, the IPG customer may request a change to its existing signaling interface and/or bearer channel format, provided the requested signaling interface, and/or bearer channel format, conforms to the transmission standards specified in the Technical References listed in Section 9.4.3(B), above. The Telephone Company and IPG customer will work cooperatively to ensure that proper call addressing and billing information will continue to be exchanged, as described in Section 9.4.3(C), above, after the requested change is made. An Access Order Charge, per order, will apply for this type of request.

Administrative changes will be made without charge(s) to the IPG customer. Administrative changes are as follows:

- Change of customer name,
- Change of customer or customer's end user premises address when the change of address is not a result of physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number),
- Change of agency authorization,
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer or customer's end user contact name or telephone number, and
- Change of jurisdiction.

## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.4 Internet Protocol Gateway Access Service (Cont'd)9.4.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(c) Moves

A move involves a change in the physical location of one of the following:

- The Point of Termination at the customer's premises
- The customer's premises

The charges for moving IPG service elements are dependent on whether the move is to a different location within the same building, to a different building within the same SWC, or to a different building in a different SWC.

(i) Moves Within the Same Building

IPG Ports, and, where required, IPG TMFs, and IPG TMTs, are not impacted when the IPG customer moves its Point of Termination to a different location within the same building. The charge for moving an IPG TT to a new location within the same building will be an amount equal to one half of the nonrecurring (i.e., installation) charge for the IPG TT. There will be no change in the minimum period requirements.



## ACCESS SERVICE

9. Public Packet Data Network (Cont'd)9.4 Internet Protocol Gateway Access Service (Cont'd)9.4.4 Rate Regulations (Cont'd)(B) Types of Rates and Charges (Cont'd)(2) Nonrecurring Charges (Cont'd)(c) Moves (Cont'd)(ii) Moves To a Different Building Within the Same SWC

IPG Ports, and, where required, IPG TMFs, and IPG TMTs, are not impacted when the IPG customer moves its Point of Termination to a different building within the same SWC. The move of an IPG TT will be treated as a discontinuance and start of service. A nonrecurring (i.e., installation) charge will apply per IPG TT. A new minimum period requirement will be established for the IPG TT. The IPG customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued IPG TT, if applicable.

(iii) Moves To a Different Building in a Different SWC

A move to a different building, in a different SWC, will be treated as a discontinuance and start of service of all associated IPG elements. Associated nonrecurring (i.e., installation) charges will apply. New minimum period requirements will be established for the new IPG service elements. The IPG customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued IPG service elements, if applicable.

(C) Minimum Periods

The minimum period, for all IPG service elements, provided to the IPG customer, and for which charges are applicable, is twelve (12) months.

## ACCESS SERVICE

10. Rates and Charges

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.1 Special Access Service10.1.1 Synchronous Optical Channel Service

Regulations concerning Synchronous Optical Channel Service are set forth in Section 4.4, preceding.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A) <u>Channel Termination</u> Per Termination		
- OC3/OC3c 155.52 Mbps	\$ 555.30	\$ 360.00
- OC12 622.08 Mbps	\$ 693.99	\$ 360.00
(B) <u>Channel Mileage</u>		
(1) <u>Channel Mileage Facility</u> Per Mile		
- OC3/OC3c 155.52 Mbps	\$ 38.10	
- OC12 622.08 Mbps	\$ 47.83	
(2) <u>Channel Mileage Termination</u> Per Termination		
- OC3/OC3c 155.52 Mbps	\$ 141.75	
- OC12 622.08 Mbps	\$ 308.63	
(C) <u>Optional Rate Plan Term Discounts</u> OC3/OC3c and OC12 Services	<u>Percentage</u>	
- 36 Months	10%	
- 60 Months	20%	

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 Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.1 Special Access Service (Cont'd)10.1.1 Synchronous Optical Channel Service (Cont'd)

		<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(D)	<u>Optional Features and Functions</u>		
	(1) <u>Customer Node</u> Per Node		
	- OC3/OC3c 155.52 Mbps	\$ 128.95	\$ 640.00
	- OC12 622.08 Mbps	\$ 372.50	\$ 640.00
	(2) <u>Customer Premise Port</u> Per Port		
	- OC3/OC3c 155.52 Mbps	\$ 49.52	None
	- STS-1 51.84 Mbps	\$ 50.80	\$ 640.00
	- DS3 44.736 Mbps	\$ 50.80	\$ 640.00
	- DS1 1.544 Mbps	\$ 13.03	\$ 640.00
	(3) <u>Add/Drop Multiplexing Central Office Port</u> Per Port		
	- OC3/OC3c 155.52 Mbps	\$ 49.52	
	- DS3 44.736 Mbps	\$ 26.04	
	- DS1 1.544 Mbps	\$ 10.42	
	(4) <u>Shared SONET Ring Interoffice Transport</u> Per Channel Mileage Facility		
	- OC3/OC3c	None	
	- OC12	None	
	(5) <u>DSL Access Service Connection</u>		
	- OC3/OC3c	\$ 809.59	\$ 1,200.00

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**

10.1 Special Access Service (Cont'd)

10.1.1 Synchronous Optical Channel Service (Cont'd)

Regulations concerning Synchronous Optical Channel Service are set forth in Section 4.4, preceding.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A) <u>Channel Termination</u> Per Termination		
- OC3/OC3c 155.52 Mbps	\$ 1,280.80	\$ 360.00
- OC12 622.08 Mbps	\$ 1,600.68	\$ 360.00
(B) <u>Channel Mileage</u>		
(1) <u>Channel Mileage Facility</u> Per Mile		
- OC3/OC3c 155.52 Mbps	\$ 87.88	
- OC12 622.08 Mbps	\$ 110.32	
(2) <u>Channel Mileage Termination</u> Per Termination		
- OC3/OC3c 155.52 Mbps	\$ 326.93	
- OC12 622.08 Mbps	\$ 711.87	
(C) <u>Optional Rate Plan Term Discounts</u> OC3/OC3c and OC12 Services		
- 36 Months	10%	
- 60 Months	20%	

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.1 Special Access Service (Cont'd)10.1.1 Synchronous Optical Channel Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(D) <u>Optional Features and Functions</u>		
(1) <u>Customer Node</u> Per Node		
- OC3/OC3c 155.52 Mbps	\$ 297.41	\$ 640.00
- OC12 622.08 Mbps	\$ 859.17	\$ 640.00
(2) <u>Customer Premise Port</u> Per Port		
- OC3/OC3c 155.52 Mbps	\$ 114.23	None
- STS-1 51.84 Mbps	\$ 117.17	\$ 640.00
- DS3 44.736 Mbps	\$ 117.17	\$ 640.00
- DS1 1.544 Mbps	\$ 30.03	\$ 640.00
(3) <u>Add/Drop Multiplexing Central Office Port</u> Per Port		
- OC3/OC3c 155.52 Mbps	\$ 114.23	
- DS3 44.736 Mbps	\$ 60.09	
- DS1 1.544 Mbps	\$ 24.03	
(4) <u>Shared SONET Ring Interoffice Transport</u> Per Channel Mileage Facility		
- OC3/OC3c	None	
- OC12	None	
(5) <u>DSL Access Service Connection</u>		
- OC3/OC3c	\$ 1,867.33	\$ 1,200.00

Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COMPANY – OCN 2250**10.1 Special Access Service (Cont'd)10.1.1 Synchronous Optical Channel Service (Cont'd)

Regulations concerning Synchronous Optical Channel Service are set forth in Section 4.4, preceding.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A) <u>Channel Termination</u> Per Termination		
- OC3/OC3c 155.52 Mbps	\$ 3,792.12	\$ 360.00
- OC12 622.08 Mbps	\$ 4,739.22	\$ 360.00
(B) <u>Channel Mileage</u>		
(1) <u>Channel Mileage Facility</u> Per Mile		
- OC3/OC3c 155.52 Mbps	\$ 260.21	
- OC12 622.08 Mbps	\$ 326.60	
(2) <u>Channel Mileage Termination</u> Per Termination		
- OC3/OC3c 155.52 Mbps	\$ 967.99	
- OC12 622.08 Mbps	\$ 2,107.65	
(C) <u>Optional Rate Plan Term Discounts</u> OC3/OC3c and OC12 Services	<u>Percentage</u>	
- 36 Months	10%	
- 60 Months	20%	

Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COMPANY – OCN 2250**10.1 Special Access Service (Cont'd)10.1.1 Synchronous Optical Channel Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(D) <u>Optional Features and Functions</u>		
(1) <u>Customer Node</u> Per Node		
- OC3/OC3c 155.52 Mbps	\$ 880.55	\$ 640.00
- OC12 622.08 Mbps	\$ 2,543.79	\$ 640.00
(2) <u>Customer Premise Port</u> Per Port		
- OC3/OC3c 155.52 Mbps	\$ 338.18	None
- STS-1 51.84 Mbps	\$ 346.91	\$ 640.00
- DS3 44.736 Mbps	\$ 346.91	\$ 640.00
- DS1 1.544 Mbps	\$ 88.92	\$ 640.00
(3) <u>Add/Drop Multiplexing Central Office Port</u> Per Port		
- OC3/OC3c 155.52 Mbps	\$ 338.18	
- DS3 44.736 Mbps	\$ 177.87	
- DS1 1.544 Mbps	\$ 71.15	
(4) <u>Shared SONET Ring Interoffice Transport</u> Per Channel Mileage Facility		
- OC3/OC3c	None	
- OC12	None	
(5) <u>DSL Access Service Connection</u>		
- OC3/OC3c	\$ 5,528.70	\$ 1,200.00

Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.2 Other Services10.2.1 Access OrderingCharge

Regulations concerning Access Ordering are set forth in Section 3, preceding.

(A) Access Order Charge

- Per Order

\$ 89.47

I

(B) Service Date Change Charge

A Service Date Change Charge will apply, on a per order, per occurrence basis, for each service date changed. The Access Order Charge, as specified in (A), preceding, does not apply.

- Per Order

\$ 60.00

(C) Design Change Charge

A Design Change Charge will apply, on a per order, per occurrence basis, for each order requiring a design change.

- Per Order

\$ 84.00

(D) Miscellaneous Service Order Charge

- Per Order

\$ 123.00

(E) Access Order Quote Charge

- Per Request, Per Location

\$ 89.47

N



## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.2 Other Services (Cont'd)10.2.2 Additional Engineering

Regulations concerning Additional Engineering  
are set forth in Section 7.1, preceding.

<u>Additional Engineering Periods</u>	<u>Each Half Hour or Fraction Thereof</u>	
(A) <u>Basic Time</u> (normally scheduled working hours)		
- Per Engineer	\$ 100.00	I
(B) <u>Overtime</u> (outside of normally scheduled working hours on a schedule work day)		
- Per Engineer	\$ 150.00	I
(C) <u>Premium Time</u> (outside of scheduled work day)		
- Per Engineer	\$ 200.00	I

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
 MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.2 Other Services (Cont'd)

10.2.3 Additional Labor

Regulations concerning Additional Labor are set forth in Section 7.2, preceding.

<u>Additional Labor Periods</u>	<u>Each Half Hour or Fraction Thereof</u>	
(A) <u>Installation or Repair</u>		
(1)- <u>Overtime</u> * (outside of normally scheduled working hours on a scheduled work day)		
- Per Technician	\$ 150.00	I
(2)- <u>Premium Time</u> * (outside of scheduled work day)		
- Per Technician	\$ 200.00	I
(B) <u>Standby</u>		
(1)- <u>Basic time</u> (normally scheduled working hours)		
- Per Technician	\$ 100.00	I
(2)- <u>Overtime</u> * (outside of normally scheduled working hours on a scheduled work day)		
- Per Technician	\$ 150.00	I
(3)- <u>Premium Time</u> * (outside of scheduled work day)		
- Per Technician	\$ 200.00	I

\* A call-out of a Telephone Company employee at a time not consecutive with the employee’s scheduled work period is subject to a minimum charge of four hours.

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.2 Other Services (Cont'd)10.2.3 Additional Labor (Cont'd)

<u>Additional Labor Periods</u>	<u>Each Half Hour or Fraction Thereof</u>	
(C) <u>Testing and Maintenance with other telephone companies, or Other Labor</u>		
(1)- <u>Basic time</u> (normally scheduled working hours)		
- Per Install & Repair Technician	\$ 100.00	I
- Per CO Maintenance Technician	\$ 100.00	I
(2)- <u>Overtime *</u> (outside of normally scheduled working hours on a scheduled work day)		
- Per Install & Repair Technician	\$ 150.00	I
- Per CO Maintenance Technician	\$ 150.00	I
(3)- <u>Premium Time *</u> (outside of scheduled work day)		
- Per Install & Repair Technician	\$ 200.00	I
- Per CO Maintenance Technician	\$ 200.00	I

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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Effective: January 1, 2023

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.2 Other Services (Cont'd)10.2.4 Miscellaneous Services

Regulations concerning Miscellaneous Services are set forth in Sections 7.3 thru 7.4, preceding.

(A)	<u>Additional Cooperative Acceptance Testing - Switched Access</u>	Each Half Hour of <u>Fraction Thereof</u>
	<u>Testing Periods</u>	
	Basic Time, Overtime * and Premium Time *	See the rates in Section 10.2.3(C)
(B)	<u>Additional Automatic Testing - Switched Access</u>	Per Test Per <u>Transmission Path</u>
	<u>To First Point of Switching</u>	
	Gain-Slope Tests	\$ 2.89
	C-Notched Noise Tests	\$ 2.89
	1004 Hz Loss **	\$ 2.89
	C-Message Noise **	\$ 2.89
	Balance (return loss) **	\$ 2.89
(C)	<u>Additional Manual Testing - Switched Access</u>	Each Half Hour or <u>Fraction Thereof</u>
	<u>To First Point of Switching</u>	
	Gain-Slope, C-Notched Noise and other agreed to tests, Per Technician	See the rates in Section 10.2.3(C)

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

\*\* 1004 Hz Loss, C-Message Noise and Balance are non-chargeable routine tests, however, they may be requested on an as needed or more than routine scheduled basis, in which case the charges herein apply.

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Effective: July 1, 2020

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
 MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.2 Other Services (Cont'd)

10.2.4 Miscellaneous Services (Cont'd)

(D)	<u>Additional Cooperative Acceptance Testing – Special Access</u>	Each Half Hour of <u>Fraction Thereof</u>
	<u>Testing Periods</u>	
	Basic Time, Overtime * and Premium Time *	See the rates in Section 10.2.3(C)
(E)	<u>Additional Manual Testing - Special Access</u>	Each Half Hour or <u>Fraction Thereof</u>
	<u>Testing Periods</u>	
	Basic Time, Overtime * and Premium Time *	See the rates in Section 10.2.3(C)
(F)	<u>Maintenance of Service</u>	Each Half Hour or <u>Fraction Thereof</u>
	<u>Maintenance of Service Periods</u>	
	Basic Time, Overtime * and Premium Time *	See the rates in Section 10.2.3(C)
(G)	<u>Telecommunications Service Priority</u>	<u>Nonrecurring Charge</u>
	- Per service arranged	\$ 100.00

I

\* A call-out of a Telephone Company employee at a time not consecutive with the employee’s scheduled work period is subject to a minimum charge of four hours.

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.2 Other Services (Cont'd)10.2.4 Miscellaneous Services (Cont'd)

	<u>Nonrecurring Charge</u>
(H) <u>Billing Name and Address (BNA) Service</u>	
(1) Per BNA Order	\$ 50.94
(2) Per BNA record	\$ 0.33
(3) Optional Magnetic Tape - Per Magnetic Tape	\$ 91.44
(4) Optional Format Programming Charge - Per each half hour or fraction thereof	\$ 37.20

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER:** NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247

10.2 Other Services (Cont'd)

10.2.5 Specialized Service or Arrangements

Regulations concerning Specialized Service or Arrangements  
are set forth in Section 6, preceding.

Specialized Service or Arrangements are provided on an Individual Case Basis  
(ICB).

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.2 Other Services10.2.1 Access OrderingCharge

Regulations concerning Access Ordering are set forth in Section 3, preceding.

(A) Access Order Charge

- Per Order \$ 89.47 I

(B) Service Date Change Charge

A Service Date Change Charge will apply, on a per order, per occurrence basis, for each service date changed. The Access Order Charge, as specified in (A), preceding, does not apply.

- Per Order \$ 60.00

(C) Design Change Charge

A Design Change Charge will apply, on a per order, per occurrence basis, for each order requiring a design change.

- Per Order \$ 84.00

(D) Miscellaneous Service Order Charge

- Per Order \$ 123.00

(E) Access Order Quote Charge

- Per Request, Per Location \$ 89.47 N



## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.2 Other Services (Cont'd)10.2.2 Additional Engineering

Regulations concerning Additional Engineering  
are set forth in Section 7.1, preceding.

<u>Additional Engineering Periods</u>	<u>Each Half Hour or Fraction Thereof</u>	
(A) <u>Basic Time</u> (normally scheduled working hours)		
- Per Engineer	\$ 100.00	I
(B) <u>Overtime</u> (outside of normally scheduled working hours on a schedule work day)		
- Per Engineer	\$ 150.00	I
(C) <u>Premium Time</u> (outside of scheduled work day)		
- Per Engineer	\$ 200.00	I

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.2 Other Services (Cont'd)10.2.3 Additional Labor

Regulations concerning Additional Labor  
are set forth in Section 7.2, preceding.

<u>Additional Labor Periods</u>	<u>Each Half Hour or Fraction Thereof</u>	
(A) <u>Installation or Repair</u>		
(1)- <u>Overtime</u> * (outside of normally scheduled working hours on a scheduled work day)		
- Per Technician	\$ 150.00	I
(2)- <u>Premium Time</u> * (outside of scheduled work day)		
- Per Technician	\$ 200.00	I
(B) <u>Standby</u>		
(1)- <u>Basic time</u> (normally scheduled working hours)		
- Per Technician	\$ 100.00	I
(2)- <u>Overtime</u> * (outside of normally scheduled working hours on a scheduled work day)		
- Per Technician	\$ 150.00	I
(3)- <u>Premium Time</u> * (outside of scheduled work day)		
- Per Technician	\$ 200.00	I

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.2 Other Services (Cont'd)10.2.3 Additional Labor (Cont'd)

<u>Additional Labor Periods</u>	<u>Each Half Hour or Fraction Thereof</u>	
(C) <u>Testing and Maintenance with other telephone companies, or Other Labor</u>		
(1)- <u>Basic time</u> (normally scheduled working hours)		
- Per Install & Repair Technician	\$ 100.00	I
- Per CO Maintenance Technician	\$ 100.00	I
(2)- <u>Overtime *</u> (outside of normally scheduled working hours on a scheduled work day)		
- Per Install & Repair Technician	\$ 150.00	I
- Per CO Maintenance Technician	\$ 150.00	I
(3)- <u>Premium Time *</u> (outside of scheduled work day)		
- Per Install & Repair Technician	\$ 200.00	I
- Per CO Maintenance Technician	\$ 200.00	I

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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 Effective: January 1, 2023

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.2 Other Services (Cont'd)10.2.4 Miscellaneous ServicesRegulations concerning Miscellaneous Services  
are set forth in Sections 7.3 thru 7.4, preceding.

(A)	<u>Additional Cooperative Acceptance Testing - Switched Access</u>	Each Half Hour of <u>Fraction Thereof</u>
	<u>Testing Periods</u>	
	Basic Time, Overtime * and Premium Time *	See the rates in Section 10.2.3(C)
(B)	<u>Additional Automatic Testing - Switched Access</u>	Per Test Per <u>Transmission Path</u>
	<u>To First Point of Switching</u>	
	Gain-Slope Tests	\$ 2.89
	C-Notched Noise Tests	\$ 2.89
	1004 Hz Loss **	\$ 2.89
	C-Message Noise **	\$ 2.89
	Balance (return loss) **	\$ 2.89
(C)	<u>Additional Manual Testing - Switched Access</u>	Each Half Hour or <u>Fraction Thereof</u>
	<u>To First Point of Switching</u>	
	Gain-Slope, C-Notched Noise and other agreed to tests, Per Technician	See the rates in Section 10.2.3(C)

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

\*\* 1004 Hz Loss, C-Message Noise and Balance are non-chargeable routine tests, however, they may be requested on an as needed or more than routine scheduled basis, in which case the charges herein apply.

Effective: July 1, 2020

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**

10.2 Other Services (Cont'd)

10.2.4 Miscellaneous Services (Cont'd)

(D)	<u>Additional Cooperative Acceptance Testing – Special Access</u>	Each Half Hour of <u>Fraction Thereof</u>
	<u>Testing Periods</u>	
	Basic Time, Overtime * and Premium Time *	See the rates in Section 10.2.3(C)
(E)	<u>Additional Manual Testing - Special Access</u>	Each Half Hour or <u>Fraction Thereof</u>
	<u>Testing Periods</u>	
	Basic Time, Overtime * and Premium Time *	See the rates in Section 10.2.3(C)
(F)	<u>Maintenance of Service</u>	Each Half Hour or <u>Fraction Thereof</u>
	<u>Maintenance of Service Periods</u>	
	Basic Time, Overtime * and Premium Time *	See the rates in Section 10.2.3(C)
(G)	<u>Telecommunications Service Priority</u>	<u>Nonrecurring Charge</u>
	- Per service arranged	\$ 100.00

I

\* A call-out of a Telephone Company employee at a time not consecutive with the employee’s scheduled work period is subject to a minimum charge of four hours.

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.2 Other Services (Cont'd)10.2.4 Miscellaneous Services (Cont'd)

	<u>Nonrecurring Charge</u>
(H) <u>Billing Name and Address (BNA) Service</u>	
(1) Per BNA Order	\$ 50.94
(2) Per BNA record	\$ 0.33
(3) Optional Magnetic Tape - Per Magnetic Tape	\$ 91.44
(4) Optional Format Programming Charge - Per each half hour or fraction thereof	\$ 37.20

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**

10.2 Other Services (Cont'd)

10.2.5 Specialized Service or Arrangements

Regulations concerning Specialized Service or Arrangements  
are set forth in Section 6, preceding.

Specialized Service or Arrangements are provided on an Individual Case Basis (ICB).

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**

10.2 Other Services

10.2.1 Access Ordering

Charge

Regulations concerning Access Ordering are set forth in Section 3, preceding.

(A) Access Order Charge

- Per Order \$ 89.47

I

(B) Service Date Change Charge

A Service Date Change Charge will apply, on a per order, per occurrence basis, for each service date changed. The Access Order Charge, as specified in (A), preceding, does not apply.

- Per Order \$ 60.00

(C) Design Change Charge

A Design Change Charge will apply, on a per order, per occurrence basis, for each order requiring a design change.

- Per Order \$ 84.00

(D) Miscellaneous Service Order Charge

- Per Order \$ 123.00

(E) Access Order Quote Charge

- Per Request, Per Location \$ 89.47

N



## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.2 Other Services (Cont'd)10.2.2 Additional Engineering

Regulations concerning Additional Engineering  
are set forth in Section 7.1, preceding.

<u>Additional Engineering Periods</u>	<u>Each Half Hour or Fraction Thereof</u>	
(A) <u>Basic Time</u> (normally scheduled working hours)		
- Per Engineer	\$ 100.00	I
(B) <u>Overtime</u> (outside of normally scheduled working hours on a schedule work day)		
- Per Engineer	\$ 150.00	I
(C) <u>Premium Time</u> (outside of scheduled work day)		
- Per Engineer	\$ 200.00	I

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.2 Other Services (Cont'd)10.2.3 Additional Labor

Regulations concerning Additional Labor  
are set forth in Section 7.2, preceding.

<u>Additional Labor Periods</u>	<u>Each Half Hour or Fraction Thereof</u>	
(A) <u>Installation or Repair</u>		
(1)- <u>Overtime</u> * (outside of normally scheduled working hours on a scheduled work day)		
- Per Technician	\$ 150.00	I
(2)- <u>Premium Time</u> * (outside of scheduled work day)		
- Per Technician	\$ 200.00	I
(B) <u>Standby</u>		
(1)- <u>Basic time</u> (normally scheduled working hours)		
- Per Technician	\$ 100.00	I
(2)- <u>Overtime</u> * (outside of normally scheduled working hours on a scheduled work day)		
- Per Technician	\$ 150.00	I
(3)- <u>Premium Time</u> * (outside of scheduled work day)		
- Per Technician	\$ 200.00	I

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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 Effective: January 1, 2023

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.2 Other Services (Cont'd)10.2.3 Additional Labor (Cont'd)

<u>Additional Labor Periods</u>	<u>Each Half Hour or Fraction Thereof</u>	
(C) <u>Testing and Maintenance with other telephone companies, or Other Labor</u>		
(1)- <u>Basic time</u> (normally scheduled working hours)		
- Per Install & Repair Technician	\$ 100.00	I
- Per CO Maintenance Technician	\$ 100.00	I
(2)- <u>Overtime *</u> (outside of normally scheduled working hours on a scheduled work day)		
- Per Install & Repair Technician	\$ 150.00	I
- Per CO Maintenance Technician	\$ 150.00	I
(3)- <u>Premium Time *</u> (outside of scheduled work day)		
- Per Install & Repair Technician	\$ 200.00	I
- Per CO Maintenance Technician	\$ 200.00	I

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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Effective: January 1, 2023

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.2 Other Services (Cont'd)10.2.4 Miscellaneous ServicesRegulations concerning Miscellaneous Services  
are set forth in Sections 7.3 thru 7.4, preceding.

(A)	<u>Additional Cooperative Acceptance Testing - Switched Access</u>	Each Half Hour of <u>Fraction Thereof</u>
	<u>Testing Periods</u>	
	Basic Time, Overtime * and Premium Time *	See the rates in Section 10.2.3(C)
(B)	<u>Additional Automatic Testing - Switched Access</u>	Per Test Per <u>Transmission Path</u>
	<u>To First Point of Switching</u>	
	Gain-Slope Tests	\$ 2.89
	C-Notched Noise Tests	\$ 2.89
	1004 Hz Loss **	\$ 2.89
	C-Message Noise **	\$ 2.89
	Balance (return loss) **	\$ 2.89
(C)	<u>Additional Manual Testing - Switched Access</u>	Each Half Hour or <u>Fraction Thereof</u>
	<u>To First Point of Switching</u>	
	Gain-Slope, C-Notched Noise and other agreed to tests, Per Technician	See the rates in Section 10.2.3(C)

\* A call-out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

\*\* 1004 Hz Loss, C-Message Noise and Balance are non-chargeable routine tests, however, they may be requested on an as needed or more than routine scheduled basis, in which case the charges herein apply.

Effective: July 1, 2020

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**

10.2 Other Services (Cont'd)

10.2.4 Miscellaneous Services (Cont'd)

(D)	<u>Additional Cooperative Acceptance Testing – Special Access</u>	Each Half Hour of <u>Fraction Thereof</u>
	<u>Testing Periods</u>	
	Basic Time, Overtime * and Premium Time *	See the rates in Section 10.2.3(C)
(E)	<u>Additional Manual Testing - Special Access</u>	Each Half Hour or <u>Fraction Thereof</u>
	<u>Testing Periods</u>	
	Basic Time, Overtime * and Premium Time *	See the rates in Section 10.2.3(C)
(F)	<u>Maintenance of Service</u>	Each Half Hour or <u>Fraction Thereof</u>
	<u>Maintenance of Service Periods</u>	
	Basic Time, Overtime * and Premium Time *	See the rates in Section 10.2.3(C)
(G)	<u>Telecommunications Service Priority</u>	<u>Nonrecurring Charge</u>
	- Per service arranged	\$ 100.00

I

\* A call-out of a Telephone Company employee at a time not consecutive with the employee’s scheduled work period is subject to a minimum charge of four hours.

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.2 Other Services (Cont'd)10.2.4 Miscellaneous Services (Cont'd)

	<u>Nonrecurring Charge</u>
(H) <u>Billing Name and Address (BNA) Service</u>	
(1) Per BNA Order	\$ 50.94
(2) Per BNA record	\$ 0.33
(3) Optional Magnetic Tape - Per Magnetic Tape	\$ 91.44
(4) Optional Format Programming Charge - Per each half hour or fraction thereof	\$ 37.20

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**

10.2 Other Services (Cont'd)

10.2.5 Specialized Service or Arrangements

Regulations concerning Specialized Service or Arrangements  
are set forth in Section 6, preceding.

Specialized Service or Arrangements are provided on an Individual Case Basis  
(ICB).

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.3 Public Packet Data Network Service10.3.1 Frame Relay Access Service

Regulations concerning Frame Relay Access Service (FRAS)  
are set forth in Section 9.1, preceding.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A) <u>Frame Relay Access Connection (FRAC)</u> Per FRAC		
- 56.0 kbps	\$ 45.65	\$ 345.00
- 64.0 kbps	\$ 45.65	\$ 345.00
- 1.544 Mbps	\$ 97.09	\$ 345.00
- 44.736 Mbps	\$ 720.65	\$ 345.00
(B) <u>Frame Relay Inter-network Connection (FRIC)</u> Per FRIC		
- 1.544 Mbps	\$ 97.09	\$ 345.00
- 44.736 Mbps	\$ 720.65	\$ 345.00
(C) <u>End User Port</u> Per Port		
- 56.0 kbps	\$ 18.61	
- 64.0 kbps	\$ 18.61	
- 1.544 Mbps	\$ 43.35	
- 44.736 Mbps	\$ 330.13	
(D) <u>Inter-network Customer Port</u> Per Port		
- 1.544 Mbps	\$ 43.35	
- 44.736 Mbps	\$ 330.13	
(E) <u>Optional Rate Plan Term Discounts</u>	<u>Percentage</u>	
- 36 months	10%	
- 60 months	20%	

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Effective: July 1, 2020



## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.3 Public Packet Data Network Service (Cont'd)10.3.1 Frame Relay Access Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Permanent Virtual Connections (PVCs)</u>		
(1) <u>Standard CIR</u> *		
- 8 kbps	\$ 1.33	
- 16 kbps	\$ 1.33	
- 28 kbps	\$ 1.58	
- 32 kbps	\$ 1.58	
- 56 kbps	\$ 1.86	
- 64 kbps	\$ 1.86	
- 128 kbps	\$ 2.39	
- 192 kbps	\$ 3.19	
- 256 kbps	\$ 3.73	
- 384 kbps	\$ 5.31	
- 512 kbps	\$ 7.45	
- 768 kbps	\$ 9.57	
(2) <u>Extended CIR</u>		
- 8 kbps	\$ 1.58	
- 16 kbps	\$ 1.58	
- 28 kbps	\$ 2.02	
- 32 kbps	\$ 2.02	
- 56 kbps	\$ 3.95	
- 64 kbps	\$ 3.95	
- 128 kbps	\$ 8.64	
- 192 kbps	\$ 11.62	
- 256 kbps	\$ 15.46	
- 384 kbps	\$ 24.77	
- 512 kbps	\$ 30.94	
- 768 kbps	\$ 46.32	
(G) PVC Installation Charge		\$ 64.00
(H) PVC Rearrangement Charge		\$ 32.00

\* Committed Information Rate

Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.3 Public Packet Data Network Service (Cont'd)10.3.2 Asynchronous Transfer Mode Cell Relay Access Service

Regulations concerning Asynchronous Transfer Mode  
Cell Relay Access Service (ATM-CRS)  
are set forth in Section 9.2, preceding.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A) <u>Ports</u>		
(1) <u>Basic UNI or NNI Port</u> Per Port		
<u>Port Speed</u>		
- 1.544 Mbps	\$ 118.85	\$ 390.00
- 44.736 Mbps	\$ 660.18	\$ 390.00
- 155.52 Mbps	\$ 1,022.97	\$ 390.00
- 622.08 Mbps	\$ 1,484.88	\$ 390.00
(2) <u>Ethernet-based UNI or NNI Port</u> Per Port		
<u>Port Speed</u>		
- 10 Mbps	\$ 183.03	\$ 1,780.00
- 100 Mbps	\$ 345.42	\$ 1,780.00
- 1 Gbps	\$ 667.94	\$ 3,233.00
(B) <u>Virtual Paths</u>		
(1) <u>Path Charge</u> Per Path		\$ 64.00

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.3 Public Packet Data Network Service (Cont'd)10.3.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(B) <u>Virtual Paths</u> (Cont'd)		
(2) <u>Capacity Charge</u> Per Path and Path Size		
(a) <u>Path Size 1 to 50 Mbps</u>		
<u>TRPP *</u>		
- CBR	\$ 7.65	
- VBR-rt	\$ 6.12	
- VBR-nrt	\$ 4.59	
- UBR	\$ 3.82	
(b) <u>Path Size 51 to 150 Mbps</u>		
<u>TRPP *</u>		
- CBR	\$ 6.88	
- VBR-rt	\$ 5.34	
- VBR-nrt	\$ 3.82	
- UBR	\$ 3.06	
(c) <u>Path Size Over 150 Mbps</u>		
<u>TRPP *</u>		
- CBR	\$ 5.34	
- VBR-rt	\$ 3.82	
- VBR-nrt	\$ 3.06	
- UBR	\$ 2.29	
(C) <u>Virtual Circuit Channels</u> Per Virtual Circuit Channel	\$ 1.31	\$ 64.00
(D) <u>Optional Rate Plan Term Discounts</u>	<u>Percentage</u>	
- 36 months	10%	
- 60 months	20%	

\* Traffic Routing Prioritization Parameter

Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.3 Public Packet Data Network Service (Cont'd)10.3.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(E) <u>Optional Features and Functions</u>		
(1) <u>DSL Access Service Connection</u>		
(a) <u>Per Basic UNI or NNI Port Equipped</u>		
<u>Port Speed</u>		
- 1.544 Mbps		\$ 450.00
- 44.736 Mbps		\$ 650.00
- 155.52 Mbps		\$ 1,200.00
- 622.08 Mbps		\$ 1,608.00
(b) <u>Per Ethernet-based UNI or NNI Port Equipped</u>		
<u>Port Speed</u>		
- 10 Mbps		\$ 450.00
- 100 Mbps		\$ 650.00
- 1 Gbps		\$ 1,608.00

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service

Regulations concerning Ethernet Transport Service (ETS)  
are set forth in Section 9.3, preceding.

	<u>Monthly Rate</u>		<u>Monthly Rate</u>
(A) <u>ETS Channel Termination</u>			
(1) Per termination when customer designated premises located within 300 feet of ETS SWC			
- 2 Mbps	\$ 14.45	- 500 Mbps	\$ 53.89
- 5 Mbps	\$ 17.73	- 600 Mbps	\$ 57.39
- 10 Mbps	\$ 20.47	- 700 Mbps	\$ 60.89
- 20 Mbps	\$ 22.48	- 750 Mbps	\$ 62.63
- 50 Mbps	\$ 25.99	- 800 Mbps	\$ 64.44
- 100 Mbps	\$ 28.87	- 900 Mbps	\$ 68.06
- 200 Mbps	\$ 37.04	- 1 Gbps	\$ 71.69
- 250 Mbps	\$ 41.12	- 2.5 Gbps	\$ 138.58
- 300 Mbps	\$ 43.67	- 5 Gbps	\$ 210.41
- 400 Mbps	\$ 48.78	- 10 Gbps	\$ 267.30
	<u>Speed</u>		<u>Nonrecurring Charge</u>
-	2 Mbps to 400 Mbps		\$ 295.00
-	500 Mbps to 10 Gbps		\$ 442.00
(2) Per termination when customer designated premises located more than 300 feet from ETS SWC			
- 2 Mbps	\$ 54.60	- 500 Mbps	\$ 103.50
- 5 Mbps	\$ 55.21	- 600 Mbps	\$ 109.72
- 10 Mbps	\$ 55.98	- 700 Mbps	\$ 115.94
- 20 Mbps	\$ 63.34	- 750 Mbps	\$ 119.06
- 50 Mbps	\$ 71.60	- 800 Mbps	\$ 122.85
- 100 Mbps	\$ 74.91	- 900 Mbps	\$ 130.42
- 200 Mbps	\$ 77.13	- 1 Gbps	\$ 138.01
- 250 Mbps	\$ 78.24	- 2.5 Gbps	\$ 266.28
- 300 Mbps	\$ 83.29	- 5 Gbps	\$ 404.41
- 400 Mbps	\$ 93.40	- 10 Gbps	\$ 552.53
	<u>Speed</u>		<u>Nonrecurring Charge</u>
-	2 Mbps to 400 Mbps		\$ 295.00
-	500 Mbps to 10 Gbps		\$ 442.00

Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
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10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(B) <u>ETS Ports</u>		
(1) <u>Per ETS Basic Port</u>		
- 2 Mbps	\$ 19.77	\$ 259.00
- 5 Mbps	\$ 21.89	\$ 259.00
- 10 Mbps	\$ 24.17	\$ 259.00
- 20 Mbps	\$ 26.85	\$ 259.00
- 50 Mbps	\$ 28.46	\$ 259.00
- 100 Mbps	\$ 31.05	\$ 259.00
- 200 Mbps	\$ 38.92	\$ 259.00
- 250 Mbps	\$ 42.86	\$ 259.00
- 300 Mbps	\$ 45.15	\$ 259.00
- 400 Mbps	\$ 49.74	\$ 259.00
- 500 Mbps	\$ 54.34	\$ 388.00
- 600 Mbps	\$ 60.09	\$ 388.00
- 700 Mbps	\$ 65.84	\$ 388.00
- 750 Mbps	\$ 68.72	\$ 388.00
- 800 Mbps	\$ 71.53	\$ 388.00
- 900 Mbps	\$ 77.18	\$ 388.00
- 1 Gbps	\$ 88.80	\$ 388.00
- 2.5 Gbps	\$ 159.03	\$ 388.00
- 5 Gbps	\$ 241.73	\$ 388.00
- 10 Gbps	\$ 330.80	\$ 388.00
(2) <u>Per ETS Interconnection Port</u>		
- 44.736 Mbps	\$ 322.26	\$ 175.00
- 155.52 Mbps	\$ 386.72	\$ 262.00
- 622.08 Mbps	\$ 644.53	\$ 262.00

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(C) <u>ETS Ethernet Virtual Connections (EVCs)</u>		
(1) <u>Per Intraswitch ETS EVC</u>		
- 2 Mbps	\$ 0.00	\$ 205.00
- 5 Mbps	\$ 0.00	\$ 205.00
- 10 Mbps	\$ 0.00	\$ 205.00
- 20 Mbps	\$ 0.00	\$ 205.00
- 50 Mbps	\$ 0.00	\$ 205.00
- 100 Mbps	\$ 0.00	\$ 205.00
- 200 Mbps	\$ 0.00	\$ 205.00
- 250 Mbps	\$ 0.00	\$ 205.00
- 300 Mbps	\$ 0.00	\$ 205.00
- 400 Mbps	\$ 0.00	\$ 205.00
- 500 Mbps	\$ 0.00	\$ 307.00
- 600 Mbps	\$ 0.00	\$ 307.00
- 700 Mbps	\$ 0.00	\$ 307.00
- 750 Mbps	\$ 0.00	\$ 307.00
- 800 Mbps	\$ 0.00	\$ 307.00
- 900 Mbps	\$ 0.00	\$ 307.00
- 1 Gbps	\$ 0.00	\$ 307.00
- 2.5 Gbps	\$ 0.00	\$ 307.00
- 5 Gbps	\$ 0.00	\$ 307.00
- 10 Gbps	\$ 0.00	\$ 307.00

Class of Service (CoS) Levels for Intraswitch ETS EVC.  
Monthly rate per CoS Level, Per Megabit.

<u>Speed</u>	<u>Near Real Time</u>	<u>Real Time</u>
- 2 Mbps to 20 Mbps	\$ 0.12	\$ 0.25
- 50 Mbps to 400 Mbps	\$ 0.07	\$ 0.13
- 500 Mbps to 1 Gbps	\$ 0.04	\$ 0.08
- 2.5 Gbps to 10 Gbps	\$ 0.02	\$ 0.06

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(C) <u>ETS Ethernet Virtual Connections (EVCs) (Cont'd)</u>		
(2) <u>Per Interswitch ETS EVC</u>		
- 2 Mbps	\$ 8.47	\$ 205.00
- 5 Mbps	\$ 11.46	\$ 205.00
- 10 Mbps	\$ 21.49	\$ 205.00
- 20 Mbps	\$ 42.97	\$ 205.00
- 50 Mbps	\$ 57.97	\$ 205.00
- 100 Mbps	\$ 92.46	\$ 205.00
- 200 Mbps	\$ 157.82	\$ 205.00
- 250 Mbps	\$ 190.50	\$ 205.00
- 300 Mbps	\$ 215.88	\$ 205.00
- 400 Mbps	\$ 266.64	\$ 205.00
- 500 Mbps	\$ 317.41	\$ 307.00
- 600 Mbps	\$ 359.17	\$ 307.00
- 700 Mbps	\$ 400.93	\$ 307.00
- 750 Mbps	\$ 421.81	\$ 307.00
- 800 Mbps	\$ 447.86	\$ 307.00
- 900 Mbps	\$ 499.93	\$ 307.00
- 1 Gbps	\$ 552.02	\$ 307.00
- 2.5 Gbps	\$ 1,063.26	\$ 307.00
- 5 Gbps	\$ 1,615.79	\$ 307.00
- 10 Gbps	\$ 2,210.12	\$ 307.00

Class of Service (CoS) Levels for Interswitch ETS EVC.  
Monthly rate per CoS Level, Per Megabit.

<u>Speed</u>	<u>Near Real Time</u>	<u>Real Time</u>
- 2 Mbps to 20 Mbps	\$ 0.37	\$ 0.74
- 50 Mbps to 400 Mbps	\$ 0.24	\$ 0.48
- 500 Mbps to 1 Gbps	\$ 0.14	\$ 0.29
- 2.5 Gbps to 10 Gbps	\$ 0.09	\$ 0.18



## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
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10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(D) <u>ETS Extended Ethernet Virtual Connections (E-EVCs)</u>		
(1) <u>Per ETS E-EVC</u>		
- 2 Mbps	\$ 5.65	\$ 410.00
- 5 Mbps	\$ 7.16	\$ 410.00
- 10 Mbps	\$ 12.89	\$ 410.00
- 20 Mbps	\$ 25.79	\$ 410.00
- 50 Mbps	\$ 38.63	\$ 410.00
- 100 Mbps	\$ 62.09	\$ 410.00
- 200 Mbps	\$ 106.87	\$ 410.00
- 250 Mbps	\$ 129.26	\$ 410.00
- 300 Mbps	\$ 143.43	\$ 410.00
- 400 Mbps	\$ 171.77	\$ 410.00
- 500 Mbps	\$ 200.11	\$ 615.00
- 600 Mbps	\$ 228.92	\$ 615.00
- 700 Mbps	\$ 257.73	\$ 615.00
- 750 Mbps	\$ 272.14	\$ 615.00
- 800 Mbps	\$ 286.72	\$ 615.00
- 900 Mbps	\$ 315.86	\$ 615.00
- 1 Gbps	\$ 345.01	\$ 615.00
- 2.5 Gbps	\$ 665.22	\$ 615.00
- 5 Gbps	\$ 1,010.55	\$ 615.00
- 10 Gbps	\$ 1,381.32	\$ 615.00

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
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10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

<u>Monthly</u>	<u>Monthly</u>
<u>Rate</u>	<u>Rate</u>

(E) ETS Interconnected Ethernet Virtual Connections (I-EVCs)

(1) Per ETS I-EVC when the airline distance between the ETS SWCs serving the customer designated premises is less than or equal to fifty miles.

- 2 Mbps \$ 50.58	- 500 Mbps \$ 1,764.30
- 5 Mbps \$ 65.64	- 600 Mbps \$ 2,005.26
- 10 Mbps \$ 127.31	- 700 Mbps \$ 2,246.22
- 20 Mbps \$ 241.84	- 750 Mbps \$ 2,366.71
- 50 Mbps \$ 400.62	- 800 Mbps \$ 2,492.56
- 100 Mbps \$ 565.90	- 900 Mbps \$ 2,744.27
- 200 Mbps \$ 1,047.14	- 1 Gbps \$ 2,995.97
- 250 Mbps \$ 1,287.76	- 2.5 Gbps \$ 5,766.62
- 300 Mbps \$ 1,383.07	- 5 Gbps \$ 8,763.85
- 400 Mbps \$ 1,573.68	- 10 Gbps \$ 11,982.35

<u>Speed</u>	<u>Nonrecurring Charge</u>
- 2 Mbps to 400 Mbps	\$ 410.00
- 500 Mbps to 10 Gbps	\$ 615.00

(2) Per ETS I-EVC when the airline distance between the ETS SWCs serving the customer designated premises is between fifty-one miles and seventy-five miles.

- 2 Mbps \$ 84.69	- 500 Mbps \$ 2,067.15
- 5 Mbps \$ 134.08	- 600 Mbps \$ 2,352.73
- 10 Mbps \$ 261.13	- 700 Mbps \$ 2,638.33
- 20 Mbps \$ 352.86	- 750 Mbps \$ 2,781.11
- 50 Mbps \$ 713.98	- 800 Mbps \$ 2,932.07
- 100 Mbps \$ 870.38	- 900 Mbps \$ 3,233.98
- 200 Mbps \$ 1,296.50	- 1 Gbps \$ 3,535.89
- 250 Mbps \$ 1,509.56	- 2.5 Gbps \$ 6,808.00
- 300 Mbps \$ 1,621.08	- 5 Gbps \$ 10,342.17
- 400 Mbps \$ 1,844.11	- 10 Gbps \$ 14,143.20

<u>Speed</u>	<u>Nonrecurring Charge</u>
- 2 Mbps to 400 Mbps	\$ 410.00
- 500 Mbps to 10 Gbps	\$ 615.00

Effective: July 1, 2020

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
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10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

<u>(F) Optional Features and Functions</u>	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
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(1) DSL Access Service Connection

(a) Per ETS Basic Port Equipped

- 2 Mbps		\$ 150.00
- 5 Mbps		\$ 150.00
- 10 Mbps		\$ 150.00
- 20 Mbps		\$ 150.00
- 50 Mbps		\$ 150.00
- 100 Mbps		\$ 150.00
- 200 Mbps		\$ 150.00
- 250 Mbps		\$ 150.00
- 300 Mbps		\$ 150.00
- 400 Mbps		\$ 150.00
- 500 Mbps		\$ 225.00
- 600 Mbps		\$ 225.00
- 700 Mbps		\$ 225.00
- 750 Mbps		\$ 225.00
- 800 Mbps		\$ 225.00
- 900 Mbps		\$ 225.00
- 1 Gbps		\$ 225.00
- 2.5 Gbps		\$ 225.00
- 5 Gbps		\$ 225.00
- 10 Gbps		\$ 225.00

(b) Per ETS Interconnection Port

- 44.736 Mbps		\$ 150.00
- 155.52 Mbps		\$ 225.00
- 622.08 Mbps		\$ 225.00

(c) Per ETS MM-VCC

<u>One-Way Monthly Rate Per 10 Mbps</u>	<u>Two-Way Monthly Rate Per 10 Mbps</u>	<u>Nonrecurring Charge Per MM-VCC</u>
\$ 1.19	\$ 1.47	N/A

Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Optional Features and Functions</u> (Cont'd)		
(2) <u>ETS Design Change Charge</u>		
- Per Change Order		\$ 6.00
(3) <u>ETS Port Protection</u>		
(a) Per feature when customer designated premises located within 300 feet of ETS SWC at speeds of:		
- 2 Mbps to 1 Gbps	\$ 75.56	\$ 560.00
- 2.5 Gbps to 10 Gbps	\$ 188.75	\$ 560.00
(b) Per feature when customer designated premises located more than 300 feet from ETS SWC at speeds of:		
- 2 Mbps to 1 Gbps	\$ 173.98	\$ 560.00
- 2.5 Gbps to 10 Gbps	\$ 423.06	\$ 560.00
(4) <u>ETS Bandwidth Add-On (BAO)</u>		
(a) ETS BAO added to an ETS Basic Port at speeds ranging from 50 Mbps up to 900 Mbps:		
- Per 10 Mbps Increment	\$ 0.83	

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 Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
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10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
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(F) Optional Features and Functions (Cont'd)(4) ETS Bandwidth Add-On (BAO) (Cont'd)

(b) ETS BAO added to an ETS Channel Termination at speeds ranging from 50 Mbps up to 900 Mbps when the customer designated premises is located within 300 feet of ETS SWC:

- Per 10 Mbps Increment \$ 0.86

(c) ETS BAO added to an ETS Channel Termination at speeds ranging from 50 Mbps up to 900 Mbps when the customer designated premises is located more than 300 feet from ETS SWC:

- Per 10 Mbps Increment \$ 1.02

(d) ETS BAO added to an ETS Intraswitch EVC at speeds ranging from 50 Mbps up to 900 Mbps:

- Per 10 Mbps Increment \$ 0.00

(e) ETS BAO added to an ETS Interswitch EVC at speeds ranging from 50 Mbps up to 900 Mbps:

- Per 10 Mbps Increment \$ 6.91

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Effective: July 1, 2020

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
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10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>
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(F) Optional Features and Functions (Cont'd)

(4) ETS Bandwidth Add-On (BAO) (Cont'd)

(f) ETS BAO added to an ETS  
Extended EVC at speeds ranging  
from 50 Mbps up to 900 Mbps:

- Per 10 Mbps Increment \$ 4.69

(g) ETS BAO added to an ETS  
Interconnected EVC at speeds  
ranging from 50 Mbps up to  
900 Mbps when the  
airline distance between the ETS  
SWCs serving the customer  
designated premises is less than or  
equal to fifty miles:

- Per 10 Mbps Increment \$ 76.55

(h) ETS BAO added to an ETS  
Interconnected EVC at speeds  
ranging from 50 Mbps up to  
900 Mbps when the  
airline distance between the ETS  
SWCs serving the customer  
designated premises is between  
fifty-one and seventy-five miles:

- Per 10 Mbps Increment \$ 111.87

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Optional Features and Functions</u> (Cont'd)		
(4) <u>ETS Bandwidth Add-On (BAO)</u> (Cont'd)		
(i) ETS BAO added to an ETS Basic Port at speeds ranging from 1 Gbps up to 5 Gbps:		
- Per 500 Mbps Increment	\$ 28.45	
(j) ETS BAO added to an ETS Channel Termination at speeds ranging from 1 Gbps up to 5 Gbps when the customer designated premises is located within 300 feet of ETS SWC:		
- Per 500 Mbps Increment	\$ 24.75	
(k) ETS BAO added to an ETS Channel Termination at speeds ranging from 1 Gbps up to 5 Gbps when the customer designated premises is located more than 300 feet from ETS SWC:		
- Per 500 Mbps Increment	\$ 47.57	
(l) ETS BAO added to an ETS Intraswitch EVC at speeds ranging from 1 Gbps up to 5 Gbps:		
- Per 500 Mbps Increment	\$ 0.00	

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 Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
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10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
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(F) Optional Features and Functions (Cont'd)(4) ETS Bandwidth Add-On (BAO) (Cont'd)

(m) ETS BAO added to an ETS  
Interswitch EVC at speeds  
ranging from 1 Gbps up to  
5 Gbps:

- Per 500 Mbps Increment      \$ 190.06

(n) ETS BAO added to an ETS  
Extended EVC at speeds ranging  
from 1 Gbps up to 5 Gbps:

- Per 500 Mbps Increment      \$ 118.87

(o) ETS BAO added to an ETS  
Interconnected EVC at speeds  
ranging from 1 Gbps up to  
5 Gbps when the airline  
distance between the ETS SWCs  
serving the customer designated  
premises is less than or equal  
to fifty miles:

- Per 500 Mbps Increment      \$ 1,030.96

(p) ETS BAO added to an ETS  
Interconnected EVC at speeds  
ranging from 1 Gbps up to  
5 Gbps when the airline  
distance between the ETS SWCs  
serving the customer designated  
premises is between fifty-one  
and seventy-five miles:

- Per 500 Mbps Increment      \$ 1,216.83

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Effective: July 1, 2020



## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
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10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

(G)	<u>ETS Term Discount Plan</u>	<u>Percentage</u>
	<u>Term Commitment</u>	
	- 36 Months	10%
	- 60 Months	20%
(H)	<u>ETS Volume Discount Plan</u>	<u>Percentage</u>
	<u>Number of Committed ETS Ports In-Service On Bill Date</u>	
	- 0 to 4	0%
	- 5 and above	10%
(I)	<u>ETS Port Term Discount Plan</u>	<u>Percentage</u>
	<u>Term Commitment</u>	
	- 36 Months	10%
	- 60 Months	20%
(J)	<u>ETS PTDP Volume Discount Plan</u>	<u>Percentage</u>
	<u>Number of Committed ETS Ports In-Service on 1st of Each Month</u>	
	- 0 to 4	0%
	- 5 and above	10%

## ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-ND/  
MISSOURI VALLEY COMMUNICATIONS – OCN 382247**

10.3 Public Packet Data Network Service (Cont'd)10.3.4 Internet Protocol Gateway Access Service

Regulations concerning Internet Protocol Gateway (IPG) Access Service are set forth in Section 9.4, preceding.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A) <u>IPG Transport Termination</u> Per Termination		
- 1.544 Mbps	\$ 65.96	\$ 330.00
- 44.736 Mbps	\$ 543.87	\$ 445.00
(B) <u>IPG Transport Mileage Facility</u> Per Mile		
- 1.544 Mbps	\$ 4.08	
- 44.736 Mbps	\$ 35.55	
(C) <u>IPG Transport Mileage Termination</u> Per Termination		
- 1.544 Mbps	\$ 21.17	
- 44.736 Mbps	\$ 135.97	
(D) <u>IPG Port</u> Per Port		
- 1.544 Mbps	\$ 21.17	
- 44.736 Mbps	\$ 261.99	

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.3 Public Packet Data Network Service10.3.1 Frame Relay Access Service

Regulations concerning Frame Relay Access Service (FRAS)  
are set forth in Section 9.1, preceding.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A) <u>Frame Relay Access Connection (FRAC)</u> Per FRAC		
- 56.0 kbps	\$ 105.29	\$ 345.00
- 64.0 kbps	\$ 105.29	\$ 345.00
- 1.544 Mbps	\$ 223.95	\$ 345.00
- 44.736 Mbps	\$ 1,662.19	\$ 345.00
(B) <u>Frame Relay Inter-network Connection (FRIC)</u> Per FRIC		
- 1.544 Mbps	\$ 223.95	\$ 345.00
- 44.736 Mbps	\$ 1,662.19	\$ 345.00
(C) <u>End User Port</u> Per Port		
- 56.0 kbps	\$ 42.93	
- 64.0 kbps	\$ 42.93	
- 1.544 Mbps	\$ 99.97	
- 44.736 Mbps	\$ 761.44	
(D) <u>Inter-network Customer Port</u> Per Port		
- 1.544 Mbps	\$ 99.97	
- 44.736 Mbps	\$ 761.44	
(E) <u>Optional Rate Plan Term Discounts</u>	<u>Percentage</u>	
- 36 months	10%	
- 60 months	20%	

Effective: July 1, 2020

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**

10.3 Public Packet Data Network Service (Cont'd)

10.3.1 Frame Relay Access Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Permanent Virtual Connections (PVCs)</u>		
(1) <u>Standard CIR</u> *		
- 8 kbps	\$ 3.07	
- 16 kbps	\$ 3.07	
- 28 kbps	\$ 3.67	
- 32 kbps	\$ 3.67	
- 56 kbps	\$ 4.30	
- 64 kbps	\$ 4.30	
- 128 kbps	\$ 5.50	
- 192 kbps	\$ 7.37	
- 256 kbps	\$ 8.59	
- 384 kbps	\$ 12.27	
- 512 kbps	\$ 17.17	
- 768 kbps	\$ 22.07	
(2) <u>Extended CIR</u>		
- 8 kbps	\$ 3.67	
- 16 kbps	\$ 3.67	
- 28 kbps	\$ 4.66	
- 32 kbps	\$ 4.66	
- 56 kbps	\$ 9.09	
- 64 kbps	\$ 9.09	
- 128 kbps	\$ 19.92	
- 192 kbps	\$ 26.82	
- 256 kbps	\$ 35.67	
- 384 kbps	\$ 57.13	
- 512 kbps	\$ 71.36	
- 768 kbps	\$ 106.82	
(G) PVC Installation Charge		\$ 64.00
(H) PVC Rearrangement Charge		\$ 32.00

\* Committed Information Rate

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**

10.3 Public Packet Data Network Service (Cont'd)

10.3.2 Asynchronous Transfer Mode Cell Relay Access Service

Regulations concerning Asynchronous Transfer Mode Cell Relay Access Service (ATM-CRS) are set forth in Section 9.2, preceding.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A) <u>Ports</u>		
(1) <u>Basic UNI or NNI Port</u> Per Port		
<u>Port Speed</u>		
- 1.544 Mbps	\$ 274.10	\$ 390.00
- 44.736 Mbps	\$ 1,522.70	\$ 390.00
- 155.52 Mbps	\$ 2,359.46	\$ 390.00
- 622.08 Mbps	\$ 3,424.87	\$ 390.00
(2) <u>Ethernet-based UNI or NNI Port</u> Per Port		
<u>Port Speed</u>		
- 10 Mbps	\$ 422.16	\$ 1,780.00
- 100 Mbps	\$ 796.69	\$ 1,780.00
- 1 Gbps	\$ 1540.61	\$ 3,233.00
(B) <u>Virtual Paths</u>		
(1) <u>Path Charge</u> Per Path	\$ 3.07	\$ 64.00

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**

10.3 Public Packet Data Network Service (Cont'd)

10.3.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(B) <u>Virtual Paths</u> (Cont'd)		
(2) <u>Capacity Charge</u> Per Path and Path Size		
(a) <u>Path Size 1 to 50 Mbps</u>		
<u>TRPP *</u>		
- CBR	\$ 17.64	
- VBR-rt	\$ 14.11	
- VBR-nrt	\$ 10.58	
- UBR	\$ 8.82	
(b) <u>Path Size 51 to 150 Mbps</u>		
<u>TRPP *</u>		
- CBR	\$ 15.86	
- VBR-rt	\$ 12.34	
- VBR-nrt	\$ 8.82	
- UBR	\$ 7.05	
(c) <u>Path Size Over 150 Mbps</u>		
<u>TRPP *</u>		
- CBR	\$ 12.34	
- VBR-rt	\$ 8.82	
- VBR-nrt	\$ 7.05	
- UBR	\$ 5.28	
(C) <u>Virtual Circuit Channels</u> Per Virtual Circuit Channel	\$ 3.02	\$ 64.00
(D) <u>Optional Rate Plan Term Discounts</u>	<u>Percentage</u>	
- 36 months	10%	
- 60 months	20%	

\* Traffic Routing Prioritization Parameter

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.3 Public Packet Data Network Service (Cont'd)10.3.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(E) <u>Optional Features and Functions</u>		
(1) <u>DSL Access Service Connection</u>		
(a) <u>Per Basic UNI or NNI Port Equipped</u>		
<u>Port Speed</u>		
- 1.544 Mbps		\$ 450.00
- 44.736 Mbps		\$ 650.00
- 155.52 Mbps		\$ 1,200.00
- 622.08 Mbps		\$ 1,608.00
(b) <u>Per Ethernet-based UNI or NNI Port Equipped</u>		
<u>Port Speed</u>		
- 10 Mbps		\$ 450.00
- 100 Mbps		\$ 650.00
- 1 Gbps		\$ 1,608.00

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service

Regulations concerning Ethernet Transport Service (ETS) are set forth in Section 9.3, preceding.

	<u>Monthly Rate</u>		<u>Monthly Rate</u>
(A) <u>ETS Channel Termination</u>			
(1) Per termination when customer designated premises located within 300 feet of ETS SWC			
- 2 Mbps	\$ 33.32	- 500 Mbps	\$ 124.31
- 5 Mbps	\$ 40.89	- 600 Mbps	\$ 132.36
- 10 Mbps	\$ 47.23	- 700 Mbps	\$ 140.43
- 20 Mbps	\$ 51.85	- 750 Mbps	\$ 144.45
- 50 Mbps	\$ 59.93	- 800 Mbps	\$ 148.63
- 100 Mbps	\$ 66.59	- 900 Mbps	\$ 157.00
- 200 Mbps	\$ 85.42	- 1 Gbps	\$ 165.36
- 250 Mbps	\$ 94.85	- 2.5 Gbps	\$ 319.63
- 300 Mbps	\$ 100.73	- 5 Gbps	\$ 485.30
- 400 Mbps	\$ 112.52	- 10 Gbps	\$ 662.67
	<u>Speed</u>		<u>Nonrecurring Charge</u>
-	2 Mbps to 400 Mbps		\$ 295.00
-	500 Mbps to 10 Gbps		\$ 442.00
(2) Per termination when customer designated premises located more than 300 feet from ETS SWC			
- 2 Mbps	\$ 125.92	- 500 Mbps	\$ 238.74
- 5 Mbps	\$ 127.32	- 600 Mbps	\$ 253.09
- 10 Mbps	\$ 129.13	- 700 Mbps	\$ 267.44
- 20 Mbps	\$ 146.08	- 750 Mbps	\$ 274.61
- 50 Mbps	\$ 165.13	- 800 Mbps	\$ 283.34
- 100 Mbps	\$ 172.79	- 900 Mbps	\$ 300.83
- 200 Mbps	\$ 177.90	- 1 Gbps	\$ 318.30
- 250 Mbps	\$ 180.45	- 2.5 Gbps	\$ 614.14
- 300 Mbps	\$ 192.11	- 5 Gbps	\$ 932.76
- 400 Mbps	\$ 215.42	- 10 Gbps	\$ 1,274.41
	<u>Speed</u>		<u>Nonrecurring Charge</u>
-	2 Mbps to 400 Mbps		\$ 295.00
-	500 Mbps to 10 Gbps		\$ 442.00

Effective: July 1, 2020



ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(B) <u>ETS Ports</u>		
(1) <u>Per ETS Basic Port</u>		
- 2 Mbps	\$ 45.60	\$ 259.00
- 5 Mbps	\$ 50.48	\$ 259.00
- 10 Mbps	\$ 55.76	\$ 259.00
- 20 Mbps	\$ 61.93	\$ 259.00
- 50 Mbps	\$ 65.64	\$ 259.00
- 100 Mbps	\$ 71.62	\$ 259.00
- 200 Mbps	\$ 89.78	\$ 259.00
- 250 Mbps	\$ 98.86	\$ 259.00
- 300 Mbps	\$ 104.15	\$ 259.00
- 400 Mbps	\$ 114.74	\$ 259.00
- 500 Mbps	\$ 125.33	\$ 388.00
- 600 Mbps	\$ 138.60	\$ 388.00
- 700 Mbps	\$ 151.86	\$ 388.00
- 750 Mbps	\$ 158.50	\$ 388.00
- 800 Mbps	\$ 165.00	\$ 388.00
- 900 Mbps	\$ 178.00	\$ 388.00
- 1 Gbps	\$ 190.99	\$ 388.00
- 2.5 Gbps	\$ 366.81	\$ 388.00
- 5 Gbps	\$ 557.55	\$ 388.00
- 10 Gbps	\$ 762.97	\$ 388.00
(2) <u>Per ETS Interconnection Port</u>		
- 44.736 Mbps	\$ 743.30	\$ 175.00
- 155.52 Mbps	\$ 891.96	\$ 262.00
- 622.08 Mbps	\$ 1,486.61	\$ 262.00

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(C) <u>ETS Ethernet Virtual Connections (EVCs)</u>		
(1) <u>Per Intraswitch ETS EVC</u>		
- 2 Mbps	\$ 0.00	\$ 205.00
- 5 Mbps	\$ 0.00	\$ 205.00
- 10 Mbps	\$ 0.00	\$ 205.00
- 20 Mbps	\$ 0.00	\$ 205.00
- 50 Mbps	\$ 0.00	\$ 205.00
- 100 Mbps	\$ 0.00	\$ 205.00
- 200 Mbps	\$ 0.00	\$ 205.00
- 250 Mbps	\$ 0.00	\$ 205.00
- 300 Mbps	\$ 0.00	\$ 205.00
- 400 Mbps	\$ 0.00	\$ 205.00
- 500 Mbps	\$ 0.00	\$ 307.00
- 600 Mbps	\$ 0.00	\$ 307.00
- 700 Mbps	\$ 0.00	\$ 307.00
- 750 Mbps	\$ 0.00	\$ 307.00
- 800 Mbps	\$ 0.00	\$ 307.00
- 900 Mbps	\$ 0.00	\$ 307.00
- 1 Gbps	\$ 0.00	\$ 307.00
- 2.5 Gbps	\$ 0.00	\$ 307.00
- 5 Gbps	\$ 0.00	\$ 307.00
- 10 Gbps	\$ 0.00	\$ 307.00

Class of Service (CoS) Levels for Intraswitch ETS EVC.

Monthly rate per CoS Level, Per Megabit.

<u>Speed</u>	<u>Near Real Time</u>	<u>Real Time</u>
- 2 Mbps to 20 Mbps	\$ 0.28	\$ 0.56
- 50 Mbps to 400 Mbps	\$ 0.17	\$ 0.30
- 500 Mbps to 1 Gbps	\$ 0.08	\$ 0.18
- 2.5 Gbps to 10 Gbps	\$ 0.06	\$ 0.13

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(C) <u>ETS Ethernet Virtual Connections (EVCs)</u> (Cont'd)		
(2) <u>Per Interswitch ETS EVC</u>		
- 2 Mbps	\$ 19.55	\$ 205.00
- 5 Mbps	\$ 26.43	\$ 205.00
- 10 Mbps	\$ 49.55	\$ 205.00
- 20 Mbps	\$ 99.11	\$ 205.00
- 50 Mbps	\$ 133.69	\$ 205.00
- 100 Mbps	\$ 213.25	\$ 205.00
- 200 Mbps	\$ 364.00	\$ 205.00
- 250 Mbps	\$ 439.38	\$ 205.00
- 300 Mbps	\$ 497.92	\$ 205.00
- 400 Mbps	\$ 615.01	\$ 205.00
- 500 Mbps	\$ 732.10	\$ 307.00
- 600 Mbps	\$ 828.43	\$ 307.00
- 700 Mbps	\$ 924.74	\$ 307.00
- 750 Mbps	\$ 972.91	\$ 307.00
- 800 Mbps	\$ 1,032.98	\$ 307.00
- 900 Mbps	\$ 1,153.10	\$ 307.00
- 1 Gbps	\$ 1,273.23	\$ 307.00
- 2.5 Gbps	\$ 2,452.39	\$ 307.00
- 5 Gbps	\$ 3,726.81	\$ 307.00
- 10 Gbps	\$ 5,097.63	\$ 307.00

Class of Service (CoS) Levels for Interswitch ETS EVC.

Monthly rate per CoS Level, Per Megabit.

<u>Speed</u>	<u>Near Real Time</u>	<u>Real Time</u>
- 2 Mbps to 20 Mbps	\$ 0.93	\$ 1.86
- 50 Mbps to 400 Mbps	\$ 0.55	\$ 1.13
- 500 Mbps to 1 Gbps	\$ 0.33	\$ 0.67
- 2.5 Gbps to 10 Gbps	\$ 0.21	\$ 0.42

Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(D) <u>ETS Extended Ethernet Virtual Connections (E-EVCs)</u>		
(1) <u>Per ETS E-EVC</u>		
- 2 Mbps	\$ 13.04	\$ 410.00
- 5 Mbps	\$ 16.51	\$ 410.00
- 10 Mbps	\$ 29.74	\$ 410.00
- 20 Mbps	\$ 59.47	\$ 410.00
- 50 Mbps	\$ 81.77	\$ 410.00
- 100 Mbps	\$ 131.42	\$ 410.00
- 200 Mbps	\$ 226.16	\$ 410.00
- 250 Mbps	\$ 273.53	\$ 410.00
- 300 Mbps	\$ 311.13	\$ 410.00
- 400 Mbps	\$ 386.34	\$ 410.00
- 500 Mbps	\$ 461.55	\$ 615.00
- 600 Mbps	\$ 528.00	\$ 615.00
- 700 Mbps	\$ 594.45	\$ 615.00
- 750 Mbps	\$ 627.69	\$ 615.00
- 800 Mbps	\$ 661.30	\$ 615.00
- 900 Mbps	\$ 728.53	\$ 615.00
- 1 Gbps	\$ 795.75	\$ 615.00
- 2.5 Gbps	\$ 1,534.32	\$ 615.00
- 5 Gbps	\$ 2,330.83	\$ 615.00
- 10 Gbps	\$ 3,186.02	\$ 615.00

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

<u>Monthly</u>	<u>Monthly</u>
<u>Rate</u>	<u>Rate</u>

(E) ETS Interconnected Ethernet Virtual Connections (I-EVCs)

(1) Per ETS I-EVC when the airline distance between the ETS SWCs serving the customer designated premises is less than or equal to fifty miles.

- 2 Mbps \$ 53.71	- 500 Mbps \$ 1,873.64
- 5 Mbps \$ 69.71	- 600 Mbps \$ 2,129.54
- 10 Mbps \$ 135.20	- 700 Mbps \$ 2,385.43
- 20 Mbps \$ 256.82	- 750 Mbps \$ 2,513.38
- 50 Mbps \$ 425.45	- 800 Mbps \$ 2,647.03
- 100 Mbps \$ 600.98	- 900 Mbps \$ 2,914.34
- 200 Mbps \$ 1,112.05	- 1 Gbps \$ 3,181.65
- 250 Mbps \$ 1,367.57	- 2.5 Gbps \$ 6,124.01
- 300 Mbps \$ 1,468.78	- 5 Gbps \$ 9,306.98
- 400 Mbps \$ 1,671.21	- 10 Gbps \$ 12,724.95

<u>Speed</u>	<u>Nonrecurring Charge</u>
- 2 Mbps to 400 Mbps	\$ 410.00
- 500 Mbps to 10 Gbps	\$ 615.00

(2) Per ETS I-EVC when the airline distance between the ETS SWCs serving the customer designated premises is between fifty-one miles and seventy-five miles.

- 2 Mbps \$ 89.94	- 500 Mbps \$ 2,278.30
- 5 Mbps \$ 142.39	- 600 Mbps \$ 2,548.37
- 10 Mbps \$ 277.31	- 700 Mbps \$ 2,818.44
- 20 Mbps \$ 374.74	- 750 Mbps \$ 2,953.47
- 50 Mbps \$ 758.23	- 800 Mbps \$ 3,113.78
- 100 Mbps \$ 924.32	- 900 Mbps \$ 3,434.40
- 200 Mbps \$ 1,376.85	- 1 Gbps \$ 3,755.02
- 250 Mbps \$ 1,603.11	- 2.5 Gbps \$ 7,229.93
- 300 Mbps \$ 1,738.15	- 5 Gbps \$ 10,983.12
- 400 Mbps \$ 2,008.22	- 10 Gbps \$ 15,019.72

<u>Speed</u>	<u>Nonrecurring Charge</u>
- 2 Mbps to 400 Mbps	\$ 410.00
- 500 Mbps to 10 Gbps	\$ 615.00

Effective: July 1, 2020

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Optional Features and Functions</u>		
(1) <u>DSL Access Service Connection</u>		
(a) <u>Per ETS Basic Port Equipped</u>		
- 2 Mbps		\$ 150.00
- 5 Mbps		\$ 150.00
- 10 Mbps		\$ 150.00
- 20 Mbps		\$ 150.00
- 50 Mbps		\$ 150.00
- 100 Mbps		\$ 150.00
- 200 Mbps		\$ 150.00
- 250 Mbps		\$ 150.00
- 300 Mbps		\$ 150.00
- 400 Mbps		\$ 150.00
- 500 Mbps		\$ 225.00
- 600 Mbps		\$ 225.00
- 700 Mbps		\$ 225.00
- 750 Mbps		\$ 225.00
- 800 Mbps		\$ 225.00
- 900 Mbps		\$ 225.00
- 1 Gbps		\$ 225.00
- 2.5 Gbps		\$ 225.00
- 5 Gbps		\$ 225.00
- 10 Gbps		\$ 225.00

(b) Per ETS Interconnection Port

- 44.736 Mbps	\$ 150.00
- 155.52 Mbps	\$ 225.00
- 622.08 Mbps	\$ 225.00

(c) Per ETS MM-VCC

<u>One-Way Monthly Rate Per 10 Mbps</u>	<u>Two-Way Monthly Rate Per 10 Mbps</u>	<u>Nonrecurring Charge Per MM-VCC</u>
\$ 2.31	\$ 2.85	N/A

Effective: July 1, 2020

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Optional Features and Functions</u> (Cont'd)		
(2) <u>ETS Design Change Charge</u>		
- Per Change Order		\$ 6.00
(3) <u>ETS Port Protection</u>		
(a) Per feature when customer designated premises located within 300 feet of ETS SWC at speeds of:		
- 2 Mbps to 1 Gbps	\$ 80.24	\$ 560.00
- 2.5 Gbps to 10 Gbps	\$ 200.45	\$ 560.00
(b) Per feature when customer designated premises located more than 300 feet from ETS SWC at speeds of:		
- 2 Mbps to 1 Gbps	\$ 184.77	\$ 560.00
- 2.5 Gbps to 10 Gbps	\$ 449.27	\$ 560.00
(4) <u>ETS Bandwidth Add-On (BAO)</u>		
(a) ETS BAO added to an ETS Basic Port at speeds ranging from 50 Mbps up to 900 Mbps:		
- Per 10 Mbps Increment	\$ 1.89	

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Optional Features and Functions</u> (Cont'd)		
(4) <u>ETS Bandwidth Add-On (BAO)</u> (Cont'd)		
(b) ETS BAO added to an ETS Channel Termination at speeds ranging from 50 Mbps up to 900 Mbps when the customer designated premises is located within 300 feet of ETS SWC:		
- Per 10 Mbps Increment	\$ 1.98	
(c) ETS BAO added to an ETS Channel Termination at speeds ranging from 50 Mbps up to 900 Mbps when the customer designated premises is located more than 300 feet from ETS SWC:		
- Per 10 Mbps Increment	\$ 2.37	
(d) ETS BAO added to an ETS Intraswitch EVC at speeds ranging from 50 Mbps up to 900 Mbps:		
- Per 10 Mbps Increment	\$ 0.00	
(e) ETS BAO added to an ETS Interswitch EVC at speeds ranging from 50 Mbps up to 900 Mbps:		
- Per 10 Mbps Increment	\$ 15.94	

Effective: July 1, 2020



## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Optional Features and Functions</u> (Cont'd)		
(4) <u>ETS Bandwidth Add-On (BAO)</u> (Cont'd)		
(f) ETS BAO added to an ETS Extended EVC at speeds ranging from 50 Mbps up to 900 Mbps:		
- Per 10 Mbps Increment	\$ 10.80	
(g) ETS BAO added to an ETS Interconnected EVC at speeds ranging from 50 Mbps up to 900 Mbps when the airline distance between the ETS SWCs serving the customer designated premises is less than or equal to fifty miles:		
- Per 10 Mbps Increment	\$ 81.29	
(h) ETS BAO added to an ETS Interconnected EVC at speeds ranging from 50 Mbps up to 900 Mbps when the airline distance between the ETS SWCs serving the customer designated premises is between fifty-one and seventy-five miles:		
- Per 10 Mbps Increment	\$ 118.80	

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Optional Features and Functions</u> (Cont'd)		
(4) <u>ETS Bandwidth Add-On (BAO)</u> (Cont'd)		
(i) ETS BAO added to an ETS Basic Port at speeds ranging from 1 Gbps up to 5 Gbps:		
- Per 500 Mbps Increment	\$ 65.61	
(j) ETS BAO added to an ETS Channel Termination at speeds ranging from 1 Gbps up to 5 Gbps when the customer designated premises is located within 300 feet of ETS SWC:		
- Per 500 Mbps Increment	\$ 57.07	
(k) ETS BAO added to an ETS Channel Termination at speeds ranging from 1 Gbps up to 5 Gbps when the customer designated premises is located more than 300 feet from ETS SWC:		
- Per 500 Mbps Increment	\$ 109.72	
(l) ETS BAO added to an ETS Intraswitch EVC at speeds ranging from 1 Gbps up to 5 Gbps:		
- Per 500 Mbps Increment	\$ 0.00	

Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Optional Features and Functions</u> (Cont'd)		
(4) <u>ETS Bandwidth Add-On (BAO)</u> (Cont'd)		
(m) ETS BAO added to an ETS Interswitch EVC at speeds ranging from 1 Gbps up to 5 Gbps:		
- Per 500 Mbps Increment	\$ 438.38	
(n) ETS BAO added to an ETS Extended EVC at speeds ranging from 1 Gbps up to 5 Gbps:		
- Per 500 Mbps Increment	\$ 274.17	
(o) ETS BAO added to an ETS Interconnected EVC at speeds ranging from 1 Gbps up to 5 Gbps when the airline distance between the ETS SWCs serving the customer designated premises is less than or equal to fifty miles:		
- Per 500 Mbps Increment	\$ 1,094.86	
(p) ETS BAO added to an ETS Interconnected EVC at speeds ranging from 1 Gbps up to 5 Gbps when the airline distance between the ETS SWCs serving the customer designated premises is between fifty-one and seventy-five miles:		
- Per 500 Mbps Increment	\$ 1,292.24	

Effective: July 1, 2020

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

(G)	<u>ETS Term Discount Plan</u>	<u>Percentage</u>
	<u>Term Commitment</u>	
	- 36 Months	10%
	- 60 Months	20%
(H)	<u>ETS Volume Discount Plan</u>	<u>Percentage</u>
	<u>Number of Committed ETS Ports In-Service On Bill Date</u>	
	- 0 to 4	0%
	- 5 and above	10%
(I)	<u>ETS Port Term Discount Plan</u>	<u>Percentage</u>
	<u>Term Commitment</u>	
	- 36 Months	10%
	- 60 Months	20%
(J)	<u>ETS PTDP Volume Discount Plan</u>	<u>Percentage</u>
	<u>Number of Committed ETS Ports In-Service on 1st of Each Month</u>	
	- 0 to 4	0%
	- 5 and above	10%

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: NEMONT TELEPHONE COOPERATIVE-MT – OCN 482247**10.3 Public Packet Data Network Service (Cont'd)10.3.4 Internet Protocol Gateway Access Service

Regulations concerning Internet Protocol Gateway (IPG) Access Service are set forth in Section 9.4, preceding.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A) <u>IPG Transport Termination</u> Per Termination		
- 1.544 Mbps	\$ 152.15	\$ 330.00
- 44.736 Mbps	\$ 1,254.42	\$ 445.00
(B) <u>IPG Transport Mileage Facility</u> Per Mile		
- 1.544 Mbps	\$ 9.42	
- 44.736 Mbps	\$ 81.99	
(C) <u>IPG Transport Mileage Termination</u> Per Termination		
- 1.544 Mbps	\$ 48.84	
- 44.736 Mbps	\$ 313.60	
(D) <u>IPG Port</u> Per Port		
- 1.544 Mbps	\$ 48.84	
- 44.736 Mbps	\$ 604.26	

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.3 Public Packet Data Network Service10.3.1 Frame Relay Access Service

Regulations concerning Frame Relay Access Service (FRAS)  
are set forth in Section 9.1, preceding.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A) <u>Frame Relay Access Connection (FRAC)</u> Per FRAC		
- 56.0 kbps	\$ 311.73	\$ 345.00
- 64.0 kbps	\$ 311.73	\$ 345.00
- 1.544 Mbps	\$ 663.07	\$ 345.00
- 44.736 Mbps	\$ 4,921.34	\$ 345.00
(B) <u>Frame Relay Inter-network Connection (FRIC)</u> Per FRIC		
- 1.544 Mbps	\$ 663.07	\$ 345.00
- 44.736 Mbps	\$ 4,921.34	\$ 345.00
(C) <u>End User Port</u> Per Port		
- 56.0 kbps	\$ 127.12	
- 64.0 kbps	\$ 127.12	
- 1.544 Mbps	\$ 295.99	
- 44.736 Mbps	\$ 2,254.44	
(D) <u>Inter-network Customer Port</u> Per Port		
- 1.544 Mbps	\$ 295.99	
- 44.736 Mbps	\$ 2,254.44	
(E) <u>Optional Rate Plan Term Discounts</u>	<u>Percentage</u>	
- 36 months	10%	
- 60 months	20%	

Effective: July 1, 2020

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**

10.3 Public Packet Data Network Service (Cont'd)

10.3.1 Frame Relay Access Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Permanent Virtual Connections (PVCs)</u>		
(1) <u>Standard CIR</u> *		
- 8 kbps	\$ 9.08	
- 16 kbps	\$ 9.08	
- 28 kbps	\$ 10.87	
- 32 kbps	\$ 10.87	
- 56 kbps	\$ 12.72	
- 64 kbps	\$ 12.72	
- 128 kbps	\$ 16.31	
- 192 kbps	\$ 21.79	
- 256 kbps	\$ 25.42	
- 384 kbps	\$ 36.33	
- 512 kbps	\$ 50.83	
- 768 kbps	\$ 62.08	
(2) <u>Extended CIR</u>		
- 8 kbps	\$ 10.87	
- 16 kbps	\$ 10.87	
- 28 kbps	\$ 13.79	
- 32 kbps	\$ 13.79	
- 56 kbps	\$ 26.94	
- 64 kbps	\$ 26.94	
- 128 kbps	\$ 59.00	
- 192 kbps	\$ 79.41	
- 256 kbps	\$ 105.63.	
- 384 kbps	\$ 169.16	
- 512 kbps	\$ 211.29	
- 768 kbps	\$ 316.28	
(G) PVC Installation Charge		\$ 64.00
(H) PVC Rearrangement Charge		\$ 32.00

\* Committed Information Rate

Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.3 Public Packet Data Network Service (Cont'd)10.3.2 Asynchronous Transfer Mode Cell Relay Access Service

Regulations concerning Asynchronous Transfer Mode  
Cell Relay Access Service (ATM-CRS)  
are set forth in Section 9.2, preceding.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A) <u>Ports</u>		
(1) <u>Basic UNI or NNI Port</u> Per Port		
<u>Port Speed</u>		
- 1.544 Mbps	\$ 811.53	\$ 390.00
- 44.736 Mbps	\$ 4,508.35	\$ 390.00
- 155.52 Mbps	\$ 6,985.78	\$ 390.00
- 622.08 Mbps	\$ 10,140.19	\$ 390.00
(2) <u>Ethernet-based UNI or NNI Port</u> Per Port		
<u>Port Speed</u>		
- 10 Mbps	\$ 1,249.92	\$ 1,780.00
- 100 Mbps	\$ 2,358.80	\$ 1,780.00
- 1 Gbps	\$ 4,561.36	\$ 3,233.00
(B) <u>Virtual Paths</u>		
(1) <u>Path Charge</u> Per Path	\$ 9.08	\$ 64.00

Effective: July 1, 2020



## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.3 Public Packet Data Network Service (Cont'd)10.3.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(B) <u>Virtual Paths</u> (Cont'd)		
(2) <u>Capacity Charge</u> Per Path and Path Size		
(a) <u>Path Size 1 to 50 Mbps</u>		
<u>TRPP *</u>		
- CBR	\$ 52.22	
- VBR-rt	\$ 41.77	
- VBR-nrt	\$ 31.35	
- UBR	\$ 26.11	
(b) <u>Path Size 51 to 150 Mbps</u>		
<u>TRPP *</u>		
- CBR	\$ 46.99	
- VBR-rt	\$ 36.54	
- VBR-nrt	\$ 26.11	
- UBR	\$ 20.88	
(c) <u>Path Size Over 150 Mbps</u>		
<u>TRPP *</u>		
- CBR	\$ 36.54	
- VBR-rt	\$ 26.11	
- VBR-nrt	\$ 20.88	
- UBR	\$ 15.65	
(C) <u>Virtual Circuit Channels</u> Per Virtual Circuit Channel	\$ 8.95	\$ 64.00
(D) <u>Optional Rate Plan Term Discounts</u>	<u>Percentage</u>	
- 36 months	10%	
- 60 months	20%	

\* Traffic Routing Prioritization Parameter

Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.3 Public Packet Data Network Service (Cont'd)10.3.2 Asynchronous Transfer Mode Cell Relay Access Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(E) <u>Optional Features and Functions</u>		
(1) <u>DSL Access Service Connection</u>		
(a) <u>Per Basic UNI or NNI Port Equipped</u>		
<u>Port Speed</u>		
- 1.544 Mbps		\$ 450.00
- 44.736 Mbps		\$ 650.00
- 155.52 Mbps		\$ 1,200.00
- 622.08 Mbps		\$ 1,608.00
(b) <u>Per Ethernet-based UNI or NNI Port Equipped</u>		
<u>Port Speed</u>		
- 10 Mbps		\$ 450.00
- 100 Mbps		\$ 650.00
- 1 Gbps		\$ 1,608.00

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service

Regulations concerning Ethernet Transport Service (ETS) are set forth in Section 9.3, preceding.

	<u>Monthly Rate</u>	<u>Monthly Rate</u>
(A) <u>ETS Channel Termination</u>		
(1) Per termination when customer designated premises located within 300 feet of ETS SWC		
- 2 Mbps	\$ 59.93	- 500 Mbps \$ 191.64
- 5 Mbps	\$ 73.54	- 600 Mbps \$ 207.71
- 10 Mbps	\$ 84.93	- 700 Mbps \$ 226.85
- 20 Mbps	\$ 93.24	- 750 Mbps \$ 242.55
- 50 Mbps	\$ 107.80	- 800 Mbps \$ 242.55
- 100 Mbps	\$ 119.77	- 900 Mbps \$ 265.19
- 200 Mbps	\$ 133.92	- 1 Gbps \$ 287.47
- 250 Mbps	\$ 149.72	- 2.5 Gbps \$ 539.00
- 300 Mbps	\$ 149.72	- 5 Gbps \$ 718.66
- 400 Mbps	\$ 170.36	- 10 Gbps \$ 838.44
	<u>Speed</u>	<u>Nonrecurring Charge</u>
-	2 Mbps to 400 Mbps	\$ 295.00
-	500 Mbps to 10 Gbps	\$ 442.00
(2) Per termination when customer designated premises located more than 300 feet from ETS SWC		
- 2 Mbps	\$ 241.22	- 500 Mbps \$ 457.29
- 5 Mbps	\$ 243.87	- 600 Mbps \$ 470.08
- 10 Mbps	\$ 247.34	- 700 Mbps \$ 501.97
- 20 Mbps	\$ 279.81	- 750 Mbps \$ 526.03
- 50 Mbps	\$ 316.32	- 800 Mbps \$ 526.03
- 100 Mbps	\$ 330.99	- 900 Mbps \$ 566.00
- 200 Mbps	\$ 337.99	- 1 Gbps \$ 609.72
- 250 Mbps	\$ 345.67	- 2.5 Gbps \$ 1,176.41
- 300 Mbps	\$ 345.67	- 5 Gbps \$ 1,786.71
- 400 Mbps	\$ 400.85	- 10 Gbps \$ 2,441.15
	<u>Speed</u>	<u>Nonrecurring Charge</u>
-	2 Mbps to 400 Mbps	\$ 295.00
-	500 Mbps to 10 Gbps	\$ 442.00

Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(B) <u>ETS Ports</u>		
(1) <u>Per ETS Basic Port</u>		
- 2 Mbps	\$ 86.78	\$ 259.00
- 5 Mbps	\$ 96.08	\$ 259.00
- 10 Mbps	\$ 106.10	\$ 259.00
- 20 Mbps	\$ 117.88	\$ 259.00
- 50 Mbps	\$ 124.93	\$ 259.00
- 100 Mbps	\$ 136.30	\$ 259.00
- 200 Mbps	\$ 153.05	\$ 259.00
- 250 Mbps	\$ 170.38	\$ 259.00
- 300 Mbps	\$ 170.38	\$ 259.00
- 400 Mbps	\$ 194.05	\$ 259.00
- 500 Mbps	\$ 218.08	\$ 388.00
- 600 Mbps	\$ 236.86	\$ 388.00
- 700 Mbps	\$ 258.73	\$ 388.00
- 750 Mbps	\$ 276.02	\$ 388.00
- 800 Mbps	\$ 276.02	\$ 388.00
- 900 Mbps	\$ 301.77	\$ 388.00
- 1 Gbps	\$ 327.13	\$ 388.00
- 2.5 Gbps	\$ 613.36	\$ 388.00
- 5 Gbps	\$ 817.82	\$ 388.00
- 10 Gbps	\$ 954.12	\$ 388.00
(2) <u>Per ETS Interconnection Port</u>		
- 44.736 Mbps	\$ 1,414.61	\$ 175.00
- 155.52 Mbps	\$ 1,697.53	\$ 262.00
- 622.08 Mbps	\$ 2,829.22	\$ 262.00

Effective: July 1, 2020

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(C) <u>ETS Ethernet Virtual Connections (EVCs)</u>		
(1) <u>Per Intraswitch ETS EVC</u>		
- 2 Mbps	\$ 0.00	\$ 205.00
- 5 Mbps	\$ 0.00	\$ 205.00
- 10 Mbps	\$ 0.00	\$ 205.00
- 20 Mbps	\$ 0.00	\$ 205.00
- 50 Mbps	\$ 0.00	\$ 205.00
- 100 Mbps	\$ 0.00	\$ 205.00
- 200 Mbps	\$ 0.00	\$ 205.00
- 250 Mbps	\$ 0.00	\$ 205.00
- 300 Mbps	\$ 0.00	\$ 205.00
- 400 Mbps	\$ 0.00	\$ 205.00
- 500 Mbps	\$ 0.00	\$ 307.00
- 600 Mbps	\$ 0.00	\$ 307.00
- 700 Mbps	\$ 0.00	\$ 307.00
- 750 Mbps	\$ 0.00	\$ 307.00
- 800 Mbps	\$ 0.00	\$ 307.00
- 900 Mbps	\$ 0.00	\$ 307.00
- 1 Gbps	\$ 0.00	\$ 307.00
- 2.5 Gbps	\$ 0.00	\$ 307.00
- 5 Gbps	\$ 0.00	\$ 307.00
- 10 Gbps	\$ 0.00	\$ 307.00

Class of Service (CoS) Levels for Intraswitch ETS EVC.

Monthly rate per CoS Level, Per Megabit.

<u>Speed</u>	<u>Near Real Time</u>	<u>Real Time</u>
- 2 Mbps to 20 Mbps	\$ 0.12	\$ 0.24
- 50 Mbps to 400 Mbps	\$ 0.12	\$ 0.24
- 500 Mbps to 1 Gbps	\$ 0.12	\$ 0.24
- 2.5 Gbps to 10 Gbps	\$ 0.12	\$ 0.24

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(C) <u>ETS Ethernet Virtual Connections (EVCs)</u> (Cont'd)		
(2) <u>Per Interswitch ETS EVC</u>		
- 2 Mbps	\$ 37.20	\$ 205.00
- 5 Mbps	\$ 50.29	\$ 205.00
- 10 Mbps	\$ 94.30	\$ 205.00
- 20 Mbps	\$ 188.62	\$ 205.00
- 50 Mbps	\$ 254.43	\$ 205.00
- 100 Mbps	\$ 405.87	\$ 205.00
- 200 Mbps	\$ 569.39	\$ 205.00
- 250 Mbps	\$ 710.26	\$ 205.00
- 300 Mbps	\$ 710.26	\$ 205.00
- 400 Mbps	\$ 860.91	\$ 205.00
- 500 Mbps	\$ 1,014.66	\$ 307.00
- 600 Mbps	\$ 1,168.89	\$ 307.00
- 700 Mbps	\$ 1,321.09	\$ 307.00
- 750 Mbps	\$ 1,369.79	\$ 307.00
- 800 Mbps	\$ 1,369.79	\$ 307.00
- 900 Mbps	\$ 1,494.07	\$ 307.00
- 1 Gbps	\$ 1,623.46	\$ 307.00
- 2.5 Gbps	\$ 3,551.32	\$ 307.00
- 5 Gbps	\$ 6,087.97	\$ 307.00
- 10 Gbps	\$ 7,305.56	\$ 307.00

Class of Service (CoS) Levels for Interswitch ETS EVC.

Monthly rate per CoS Level, Per Megabit.

<u>Speed</u>	<u>Near Real Time</u>	<u>Real Time</u>
- 2 Mbps to 20 Mbps	\$ 0.40	\$ 0.79
- 50 Mbps to 400 Mbps	\$ 0.40	\$ 0.79
- 500 Mbps to 1 Gbps	\$ 0.40	\$ 0.79
- 2.5 Gbps to 10 Gbps	\$ 0.40	\$ 0.79

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(D) <u>ETS Extended Ethernet Virtual Connections (E-EVCs)</u>		
(1) <u>Per ETS E-EVC</u>		
- 2 Mbps	\$ 24.80	\$ 410.00
- 5 Mbps	\$ 31.42	\$ 410.00
- 10 Mbps	\$ 56.59	\$ 410.00
- 20 Mbps	\$ 113.17	\$ 410.00
- 50 Mbps	\$ 169.62	\$ 410.00
- 100 Mbps	\$ 272.61	\$ 410.00
- 200 Mbps	\$ 382.63	\$ 410.00
- 250 Mbps	\$ 477.06	\$ 410.00
- 300 Mbps	\$ 477.06	\$ 410.00
- 400 Mbps	\$ 626.99	\$ 410.00
- 500 Mbps	\$ 817.82	\$ 615.00
- 600 Mbps	\$ 915.96	\$ 615.00
- 700 Mbps	\$ 1,059.07	\$ 615.00
- 750 Mbps	\$ 1,124.50	\$ 615.00
- 800 Mbps	\$ 1,124.50	\$ 615.00
- 900 Mbps	\$ 1,251.26	\$ 615.00
- 1 Gbps	\$ 1,363.04	\$ 615.00
- 2.5 Gbps	\$ 2,385.31	\$ 615.00
- 5 Gbps	\$ 4,089.10	\$ 615.00
- 10 Gbps	\$ 4,906.92	\$ 615.00

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

<u>Monthly Rate</u>	<u>Monthly Rate</u>
-------------------------	-------------------------

(E) ETS Interconnected Ethernet Virtual Connections (I-EVCs)

(1) Per ETS I-EVC when the airline distance between the ETS SWCs serving the customer designated premises is less than or equal to fifty miles.

- 2 Mbps \$ 56.01	- 500 Mbps \$ 1,953.89
- 5 Mbps \$ 72.69	- 600 Mbps \$ 2,177.03
- 10 Mbps \$ 140.99	- 700 Mbps \$ 2,448.65
- 20 Mbps \$ 267.83	- 750 Mbps \$ 2,621.04
- 50 Mbps \$ 443.67	- 800 Mbps \$ 2,621.04
- 100 Mbps \$ 626.71	- 900 Mbps \$ 2,843.72
- 200 Mbps \$ 1,024.73	- 1 Gbps \$ 3,317.92
- 250 Mbps \$ 1,426.15	- 2.5 Gbps \$ 6,386.31
- 300 Mbps \$ 1,426.15	- 5 Gbps \$ 9,705.61
- 400 Mbps \$ 1,691.42	- 10 Gbps \$ 13,269.98

<u>Speed</u>	<u>Nonrecurring Charge</u>
- 2 Mbps to 400 Mbps	\$ 410.00
- 500 Mbps to 10 Gbps	\$ 615.00

(2) Per ETS I-EVC when the airline distance between the ETS SWCs serving the customer designated premises is between fifty-one miles and seventy-five miles.

- 2 Mbps \$ 93.80	- 500 Mbps \$ 2,289.28
- 5 Mbps \$ 148.50	- 600 Mbps \$ 2,551.53
- 10 Mbps \$ 289.19	- 700 Mbps \$ 2,876.64
- 20 Mbps \$ 390.79	- 750 Mbps \$ 3,079.98
- 50 Mbps \$ 790.71	- 800 Mbps \$ 3,079.98
- 100 Mbps \$ 963.91	- 900 Mbps \$ 3,456.91
- 200 Mbps \$ 1,341.61	- 1 Gbps \$ 3,915.87
- 250 Mbps \$ 1,671.78	- 2.5 Gbps \$ 7,539.60
- 300 Mbps \$ 1,671.78	- 5 Gbps \$ 11,453.55
- 400 Mbps \$ 1,979.49	- 10 Gbps \$ 15,663.04

<u>Speed</u>	<u>Nonrecurring Charge</u>
- 2 Mbps to 400 Mbps	\$ 410.00
- 500 Mbps to 10 Gbps	\$ 615.00

Effective: July 1, 2020



ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Optional Features and Functions</u>		
(1) <u>DSL Access Service Connection</u>		
(a) <u>Per ETS Basic Port Equipped</u>		
- 2 Mbps		\$ 150.00
- 5 Mbps		\$ 150.00
- 10 Mbps		\$ 150.00
- 20 Mbps		\$ 150.00
- 50 Mbps		\$ 150.00
- 100 Mbps		\$ 150.00
- 200 Mbps		\$ 150.00
- 250 Mbps		\$ 150.00
- 300 Mbps		\$ 150.00
- 400 Mbps		\$ 150.00
- 500 Mbps		\$ 225.00
- 600 Mbps		\$ 225.00
- 700 Mbps		\$ 225.00
- 750 Mbps		\$ 225.00
- 800 Mbps		\$ 225.00
- 900 Mbps		\$ 225.00
- 1 Gbps		\$ 225.00
- 2.5 Gbps		\$ 225.00
- 5 Gbps		\$ 225.00
- 10 Gbps		\$ 225.00

(b) Per ETS Interconnection Port

- 44.736 Mbps	\$ 150.00
- 155.52 Mbps	\$ 225.00
- 622.08 Mbps	\$ 225.00

(c) Per ETS MM-VCC

<u>One-Way Monthly Rate Per 10 Mbps</u>	<u>Two-Way Monthly Rate Per 10 Mbps</u>	<u>Nonrecurring Charge Per MM-VCC</u>
\$ 2.52	\$ 3.11	N/A

Effective: July 1, 2020

ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Optional Features and Functions</u> (Cont'd)		
(2) <u>ETS Design Change Charge</u>		
- Per Change Order		\$ 6.00
(3) <u>ETS Port Protection</u>		
(a) Per feature when customer designated premises located within 300 feet of ETS SWC at speeds of:		
- 2 Mbps to 1 Gbps	\$ 83.67	\$ 560.00
- 2.5 Gbps to 10 Gbps	\$ 209.03	\$ 560.00
(b) Per feature when customer designated premises located more than 300 feet from ETS SWC at speeds of:		
- 2 Mbps to 1 Gbps	\$ 192.68	\$ 560.00
- 2.5 Gbps to 10 Gbps	\$ 468.52	\$ 560.00
(4) <u>ETS Bandwidth Add-On (BAO)</u>		
(a) ETS BAO added to an ETS Basic Port at speeds ranging from 50 Mbps up to 900 Mbps:		
- Per 10 Mbps Increment	\$ 3.61	

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Optional Features and Functions</u> (Cont'd)		
(4) <u>ETS Bandwidth Add-On (BAO)</u> (Cont'd)		
(b) ETS BAO added to an ETS Channel Termination at speeds ranging from 50 Mbps up to 900 Mbps when the customer designated premises is located within 300 feet of ETS SWC:		
- Per 10 Mbps Increment	\$ 3.79	
(c) ETS BAO added to an ETS Channel Termination at speeds ranging from 50 Mbps up to 900 Mbps when the customer designated premises is located more than 300 feet from ETS SWC:		
- Per 10 Mbps Increment	\$ 4.51	
(d) ETS BAO added to an ETS Intraswitch EVC at speeds ranging from 50 Mbps up to 900 Mbps:		
- Per 10 Mbps Increment	\$ 0.00	
(e) ETS BAO added to an ETS Interswitch EVC at speeds ranging from 50 Mbps up to 900 Mbps:		
- Per 10 Mbps Increment	\$ 30.32	

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ACCESS SERVICE

10. Rates and Charges (Cont'd)

**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**

10.3 Public Packet Data Network Service (Cont'd)

10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Optional Features and Functions</u> (Cont'd)		
(4) <u>ETS Bandwidth Add-On (BAO)</u> (Cont'd)		
(f) ETS BAO added to an ETS Extended EVC at speeds ranging from 50 Mbps up to 900 Mbps:		
- Per 10 Mbps Increment	\$ 20.57	
(g) ETS BAO added to an ETS Interconnected EVC at speeds ranging from 50 Mbps up to 900 Mbps when the airline distance between the ETS SWCs serving the customer designated premises is less than or equal to fifty miles:		
- Per 10 Mbps Increment	\$ 84.78	
(h) ETS BAO added to an ETS Interconnected EVC at speeds ranging from 50 Mbps up to 900 Mbps when the airline distance between the ETS SWCs serving the customer designated premises is between fifty-one and seventy-five miles:		
- Per 10 Mbps Increment	\$ 123.90	

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Optional Features and Functions</u> (Cont'd)		
(4) <u>ETS Bandwidth Add-On (BAO)</u> (Cont'd)		
(i) ETS BAO added to an ETS Basic Port at speeds ranging from 1 Gbps up to 5 Gbps:		
- Per 500 Mbps Increment	\$ 100.21	
(j) ETS BAO added to an ETS Channel Termination at speeds ranging from 1 Gbps up to 5 Gbps when the customer designated premises is located within 300 feet of ETS SWC:		
- Per 500 Mbps Increment	\$ 86.55	
(k) ETS BAO added to an ETS Channel Termination at speeds ranging from 1 Gbps up to 5 Gbps when the customer designated premises is located more than 300 feet from ETS SWC:		
- Per 500 Mbps Increment	\$ 250.53	
(l) ETS BAO added to an ETS Intraswitch EVC at speeds ranging from 1 Gbps up to 5 Gbps:		
- Per 500 Mbps Increment	\$ 0.00	

Effective: July 1, 2020

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(F) <u>Optional Features and Functions</u> (Cont'd)		
(4) <u>ETS Bandwidth Add-On (BAO)</u> (Cont'd)		
(m) ETS BAO added to an ETS Interswitch EVC at speeds ranging from 1 Gbps up to 5 Gbps:		
- Per 500 Mbps Increment	\$ 911.02	
(n) ETS BAO added to an ETS Extended EVC at speeds ranging from 1 Gbps up to 5 Gbps:		
- Per 500 Mbps Increment	\$ 509.91	
(o) ETS BAO added to an ETS Interconnected EVC at speeds ranging from 1 Gbps up to 5 Gbps when the airline distance between the ETS SWCs serving the customer designated premises is less than or equal to fifty miles:		
- Per 500 Mbps Increment	\$ 1,316.24	
(p) ETS BAO added to an ETS Interconnected EVC at speeds ranging from 1 Gbps up to 5 Gbps when the airline distance between the ETS SWCs serving the customer designated premises is between fifty-one and seventy-five miles:		
- Per 500 Mbps Increment	\$ 1,579.49	

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## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.3 Public Packet Data Network Service (Cont'd)10.3.3 Ethernet Transport Service (Cont'd)

(G)	<u>ETS Term Discount Plan</u>	<u>Percentage</u>
	<u>Term Commitment</u>	
	- 36 Months	10%
	- 60 Months	20%
(H)	<u>ETS Volume Discount Plan</u>	<u>Percentage</u>
	<u>Number of Committed ETS Ports In-Service On Bill Date</u>	
	- 0 to 4	0%
	- 5 and above	10%
(I)	<u>ETS Port Term Discount Plan</u>	<u>Percentage</u>
	<u>Term Commitment</u>	
	- 36 Months	10%
	- 60 Months	20%
(J)	<u>ETS PTDP Volume Discount Plan</u>	<u>Percentage</u>
	<u>Number of Committed ETS Ports In-Service on 1st of Each Month</u>	
	- 0 to 4	0%
	- 5 and above	10%

## ACCESS SERVICE

10. Rates and Charges (Cont'd)**ISSUING CARRIER: PROJECT TELEPHONE COOPERATIVE-MT – OCN 2250**10.3 Public Packet Data Network Service (Cont'd)10.3.4 Internet Protocol Gateway Access Service

Regulations concerning Internet Protocol Gateway (IPG) Access Service are set forth in Section 9.4, preceding.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(A) <u>IPG Transport Termination</u> Per Termination		
- 1.544 Mbps	\$ 450.49	\$ 330.00
- 44.736 Mbps	\$ 3,714.06	\$ 445.00
(B) <u>IPG Transport Mileage Facility</u> Per Mile		
- 1.544 Mbps	\$ 27.88	
- 44.736 Mbps	\$ 242.77	
(C) <u>IPG Transport Mileage Termination</u> Per Termination		
- 1.544 Mbps	\$ 144.60	
- 44.736 Mbps	\$ 928.51	
(D) <u>IPG Port</u> Per Port		
- 1.544 Mbps	\$ 144.60	
- 44.736 Mbps	\$ 1,789.08	

Effective: July 1, 2020