7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN

C.2. (Cont'd)

- Funding for the fixed period service ordered by the authorized local, State or Federal government entity is included in the budget request for each fiscal period appropriation sufficient to cover the authorized local, State or Federal government entity's obligations under the fixed period service for that fiscal period,

- Nonappropriation may not be used as a means of terminating the service to acquire a functionally similar product or service,

- The local, State or Federal government entity ordered the fixed period service under the good faith belief that moneys in amounts sufficient to discharge its obligations could and would lawfully be appropriated and be made available for this purpose and,

- The local, State or Federal government entity or the customer who ordered the service on their behalf, must provide the Telephone Company notarized documents agreed upon by both the Telephone Company and the customer, showing that the entity is allotted insufficient funds for the remainder of the then current fiscal period (or for a succeeding fiscal period) by appropriation, appropriation limitation or grant to continue payments under the fixed period service and has no other funding source lawfully available to it for such purpose. The fixed period service may be terminated by giving the Telephone Company not less than thirty (30) days written notice. (Should the customer receive funding for the canceled service prior to physical disconnect of service, the customer may cancel the disconnect order per Section 5.) Upon termination, the local, State or Federal government entity or the customer who ordered the service on their behalf, shall pay all applicable rates and nonrecurring charges of the fixed period service incurred through the date of termination and through the end of the then current fiscal period to the extent of lawfully available funds.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN

C. Discontinuance Charges (Cont'd)

3. Fresh Look

Customers with 36, 60 or 120 month DS3 Service Pricing Plans for DS3 Service entered into on or before September 17, 1992 will be allowed to terminate the service using an alternate methodology to calculate the discontinuance charge (USOC: TUA). The right to end a DS3 Service under a 36, 60 or 120 month DS3 Service Pricing Plan at a specific Telephone Company central office will begin the date the first Expanded Interconnection-Collocation Service channel termination is provisioned in that central office and will continue until the fixed period service pricing plan expires. The Telephone Company will calculate the Discontinuance of Service charges utilizing both the Fresh Look methodology and the existing methodology and will assess the customer the lower of the two charges. A list of Central Offices available for Fresh Look is set forth in 7.7, following.

If a customer chooses to terminate a DS3 Service under a 36, 60 or 120 month DS3 Service Pricing Plan within this period, the termination charges will be as follows. Notwithstanding any termination charges provided for in this tariff, the Telephone Company will charge the difference between the amount the customer has already paid and any additional charges that the customer would have paid for service if the customer had taken a shorter DS3 Service Pricing Plan corresponding to the term actually used, plus interest at the rate utilized by the Internal Revenue Service for tax refunds.

For example, consider a customer who purchased a DS3 from the Telephone Company for a 60 month term at $100.00 per month. After 3 years of the fixed period service, an Expanded Interconnection-Collocation Service channel termination is provisioned in the customer's central office and the customer chooses to terminate the DS3 Service from the Telephone Company. The termination charge is calculated as follows:

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN

C.3. (Cont'd)

The customer has paid $3,600. ($100 x 36 months) and the customer would have paid $3,960 ($110 x 36 months) if the customer had taken the DS3 Service Pricing Plan actually used. In this case, the termination liability will be limited to the difference between what the customer would have paid under the shorter term ($110 x 36 months = $3,960) and what the customer actually paid ($100 x 36 months = $3,600). Thus, the Telephone Company will charge the customer $360.00 ($3,960 - $3,600 = $360), plus appropriate interest. When the actual service period does not precisely coincide with an existing service term, the charges for the service used are calculated at the rates applicable at the time the service term began, for the longest term commitment that the customer would have completed. The charge for the period beyond that term is calculated pro rata at the rates applicable to the completed term.

Nonrecurring charges for reconfiguration of the service will be assessed in accordance with 7.4.1 and 7.4.5, preceding, as applicable.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN (Cont'd) (T)

D. Extension of Fixed Period Rate Plan

Customers with DS3 Service under a 24, 36 or 60 month Fixed Period Rate Plan within 6 months of expiration may extend their Fixed Period Rate Plan rates for an initial period of 12 months by notifying the Company in writing of their intent to do so. The extension of the Fixed Period Rate Plan will begin on the same day that the Fixed Period Rate Plan was to expire. Extension of an existing Fixed Period Rate Plan is available only for the original customer of record for the DS3 Service. (T)

Any customer who extended their Fixed Period Rate Plan rates for an initial 12 month period may extend their Fixed Period Rate Plan rates for a second 12 month period by notifying the Company in writing of their intent to do so. At the end of the second extension, the Fixed Period Rate Plan will change to the current month-to-month rates or the customer may choose to subscribe to a new Fixed Period Rate Plan at the current rates.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS (Cont'd)

7.4.13 SIMULTANEOUS VOICE DATA SERVICE (SVDS) PRICING PLAN (T)

SVDS may be ordered at the customer's option on a month-to-month basis or for a SVDS Pricing Plan[1] fixed period of 3 years (36 months) or 5 years (60 months). The optional rate plans allow the Private Line Transport Service customer to integrate Digital services into their networks with the assurance of no Company-initiated increases in rates during the fixed period. (T)

A. Fixed Period Service Rate Plans

The customer may subscribe to a 36 or 60 month fixed period service rate plan. The minimum service period for fixed period service is twelve months. The customer must specify the length of the fixed period service at the time the service is ordered.

For customers that subscribe to fixed period service of 36 or 60 months, the monthly rates for the entire fixed period will be frozen from Company-initiated increases, at the rates in effect for the fixed period on the service date.

All rate elements of a SVDS to be included in a fixed period service must be ordered under the same term conditions (i.e., all 36 months or all 60 months) and with the same negotiated service date. When additional channel termination and/or optional features are added subsequently (e.g., Bridging), they will be available only a month-to month basis.

At the end of the fixed period service, the customer may convert to month-to-month or subscribe to a new fixed period service. The monthly rates will be adjusted to those in effect for the new fixed period service. Should the customer not make a choice by the end of the fixed period, the rates will automatically revert to the month-to-month option.

If a rate decrease occurs during the term of an existing fixed period service, the reduced rates will automatically be applied to the time remaining in the service period.

[1] Customers with a SVDS Pricing Plan in service prior to the effective date of this Tariff, May 29, 1995, may utilize Termination Liability and Waiver Policy as set forth in 7.4.17, following, in lieu of Upgrades in Transmission Speed and Discontinuance Charges. This offer is valid until either the expiration date of their existing term or until May 29, 1998 for a 36 month term and May 29, 2000 for a 60 month term, whichever comes first. After the effective date of this Tariff, Termination Liability and Waiver Policy will be in effect for all new customers subscribing to the SVDS Pricing Plan. (T)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.13 SIMULTANEOUS VOICE DATA SERVICE (SVDS) PRICING PLAN (Cont'd)

B. Upgrades in Rate Plans

Services rated under the month-to-month plan may be upgraded to a fixed period service rate plan at any time the customer chooses without incurring nonrecurring or discontinuance charges. Where portions of a service are rated under the month-to-month plan (e.g., Bridging, Transport Channel) and are connected to fixed period rated service, the customer may upgrade these rate elements at the time the service is upgraded. Additionally, the new fixed period service rate plan must meet or exceed the fixed period service rate plan being upgraded. For example, a rate element with a 36 month fixed period service may be upgraded to a new 36 month, or longer, fixed period service. The monthly rates will be those that are in effect at the time the service is upgraded. New minimum service period applies to all rate elements that are upgraded.

New minimum service period applies to all Digital Data Service rate elements that are upgraded in the following manner:

- If the service being upgraded has been in place for more than 12 months, minimum period provisions will not apply, or

- If the service being upgraded has been in place for less than 12 months, the time in service will be applied against the minimum period term.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.13 SIMULTANEOUS VOICE DATA SERVICE (SVDS) PRICING PLAN (Cont'd)

C. Upgrades in Transmission Speed[1] (C)

Should the customer choose to upgrade either a portion of or the entire SVDS under the fixed period service rate plan to a higher transmission speed (e.g., 2.4 kbps to 19.2 kbps), discontinuance charges will not apply, provided all the following conditions are met:

- The service (e.g., 19.2 kbps) is provided by the Company, (T)
- The request for disconnect of the existing fixed period service and the request for connect of the new fixed period service are received by the Company at the same time and must reference upgrade in transmission speed, (T)
- The new service is provided between the same customer locations as the discontinued services,
- The new service has a total voice equivalent channel capacity greater than the total voice equivalent channel capacity of the service being discontinued and
- The new fixed period service rate plan meets or exceeds the fixed period service rate plan being discontinued.

New minimum service period applies to all upgrades. The monthly rates for the new service will be those rates in effect at the time the new upgraded service is installed. All nonrecurring charges apply for the new service.

[1] Customers with the SVDS Pricing Plan in service prior to the effective date of this Tariff, May 29, 1995, may utilize Termination Liability and Waiver Policy as set forth in 7.4.17, following, in lieu of Upgrades in Transmission Speed. This offer is valid until either the expiration date of their existing term or until May 29, 1998 for a 36 month term and May 29, 2000 for a 60 month term, whichever comes first. After the effective date of this Tariff, Termination Liability and Waiver Policy will be in effect for all new customers subscribing to the SVDS Pricing Plan. (N) (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.13 SIMULTANEOUS VOICE DATA SERVICE (SVDS) PRICING PLAN (Cont'd)

D. Discontinuance of Service[1] (C)

1. If the customer chooses to discontinue all or a portion of the service prior to the expiration of the fixed period service, discontinuance charges will apply.

   Should the customer choose to discontinue fixed period service prior to the completion of the minimum service period, discontinuance charges will apply. Discontinuance charges equal to one-hundred percent of the total monthly rates for the remaining months of the minimum service period, plus fifty percent of the total monthly SVDS rates for the remaining portion of the fixed period service will apply.

   Should the customer choose to discontinue fixed period service after the minimum service period but before the completion of the fixed period service, discontinuance charges will apply. Discontinuance charges equal to fifty percent of the total monthly SVDS rates for the remaining portion of the fixed period service will apply. For example, a customer chooses to discontinue SVDS after completing 33 months of a 60-month fixed period service. The discontinuance charges would be 0.50 times 27 months times the monthly rates for that service.

   Should the customer choose to discontinue a portion of fixed period service without an upgrade in capacity, discontinuance charges will apply only to the portion of the service being discontinued. For example, a customer has service composed of a channel termination, ten miles of transport channels and a multiplexer. The customer disconnects the channel termination and connects a new channel termination at a different serving wire center via a central office connecting channel. The transport channel is decreased to five miles. The multiplexer remains at the same point of termination. Discontinuance charges apply to the channel termination. Discontinuance charges will also apply to the proportional reduction in mileage times the discontinuance charge for the transport channel rate element. All associated nonrecurring charges will apply for the new service.

[1] Customers with the SVDS Pricing Plan in service prior to the effective date of this Tariff, May 29, 1995, may utilize Termination Liability and Waiver Policy as set forth in 7.4.17, following, in lieu of Discontinuance Charges in D.1. This offer is valid until either the expiration date of their existing term or until May 29, 1998 for a 36 month term and May 29, 2000 for a 60 month term, whichever comes first. After the effective date of this Tariff, Termination Liability and Waiver Policy will be in effect for all new customers subscribing to the SVDS Pricing Plan. (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.13 SIMULTANEOUS VOICE DATA SERVICE (SVDS) PRICING PLAN

D. Discontinuance of Service (Cont'd)

2. Discontinuance charges do not apply to fixed period services purchased by local, State or Federal government entities (or to customers who have purchased services solely for resale to local, State or Federal government entities) when they are discontinued prior to the completion of the fixed period service only when all of the following conditions are met:

   - The service(s) purchased by the local, State or Federal government entity or by customers that have purchased services for resale to local, State or Federal government entities are utilized solely for provision of services for that local, State or Federal government entity,

   - Funding for the fixed period service ordered by the authorized local, State or Federal government entity is included in the budget request for each fiscal period appropriation sufficient to cover the authorized local, State or Federal government entity's obligations under the fixed period service for that fiscal period,

   - Nonappropriation may not be used as a means of terminating the service to acquire a functionally similar product or service,

   - The local, State or Federal government entity ordered the fixed period service under the good faith belief that moneys in amounts sufficient to discharge its obligations could and would lawfully be appropriated and be made available for this purpose and,

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.13 SIMULTANEOUS VOICE DATA SERVICE (SVDS) PRICING PLAN

D.2. (Cont'd)

- The local, State or Federal government entity or the customer who ordered the service on their behalf, must provide the Telephone Company notarized documents agreed upon by both the Telephone Company and the customer, showing that the entity is allotted insufficient funds for the remainder of the then current fiscal period (or for a succeeding fiscal period) by appropriation, appropriation limitation or grant to continue payments under the fixed period service and has no other funding source lawfully available to it for such purpose. The fixed period service may be terminated by giving the Telephone Company not less than thirty (30) days written notice. (Should the customer receive funding for the canceled service prior to physical disconnect of service, the customer may cancel the disconnect order per Section 5.) Upon termination, the local, State or Federal government entity or the customer who ordered the service on their behalf, shall pay all applicable rates and nonrecurring charges of the fixed period service incurred through the date of termination and through the end of the then current fiscal period to the extent of lawfully available funds.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS (Cont'd)

7.4.14 VIDEO PRICING PLAN (T)

A. Broadcast Video

1. Fixed Period Service Rate Plans[1] (T)

Broadcast Video may be ordered at the customer's option with a Video Pricing (T)
Plan[1] fixed period of 12, 36 or 60 months. The minimum service period for (T)
fixed period service is twelve months. The customer must specify the length of the fixed period service at the time the service is ordered.

For customers who subscribe to fixed period service of 12, 36, or 60 months, the monthly rates for the entire fixed period will be frozen from Company-initiated increases, at the rates in effect for the fixed period on the service date.

All Broadcast Video rate elements included in a fixed period service must be ordered under the same term conditions (e.g., all 36 month or all 60 month) and with the same negotiated service date.

At the end of the fixed period service, the customer may convert to month-to-month or subscribe to a new fixed period service. The monthly rates will be adjusted to those in effect for the new fixed period service. If the customer does not make a choice by the end of the fixed period, the rates will automatically revert to the month-to-month option.

If a rate decrease occurs during the term of an existing fixed rate plan contract, the reduced rates will automatically be applied to the remaining term of the current contract period.

[1] Customers with a Video Pricing Plan in service prior to the effective date of this (T)
Tariff, May 29, 1995, may utilize Termination Liability and Waiver Policy as set forth in 7.4.17, following, in lieu of Discontinuance Charges. This offer is valid until either the expiration date of their existing term or until May 29, 1996 for a 12 month term, May 29, 1998 for a 36 month term, May 29, 2000 for a 60 month term, May 29, 2002 for a 84 month term and May 29, 2005 for a 120 month term, whichever comes first. After the effective date of this Tariff, Termination Liability and Waiver Policy will be in effect for all new customers subscribing to the Video Pricing Plan.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.14 VIDEO PRICING PLAN

A. Broadcast Video (Cont'd)

2. Upgrades in Rate Plans

Services rated under the month-to-month plan or an existing fixed period service rate plan may be upgraded to a new fixed period service rate plan at any time the customer chooses without incurring nonrecurring or discontinuance charges. Additionally, the new fixed period service rate plan must meet or exceed the fixed period service rate plan being upgraded. For example, a 36 month fixed period service may be upgraded to a new 36 month, or longer, fixed period service. The monthly rates will be those that are in effect at the time the service is upgraded.

New minimum service period applies to all Broadcast Video rate elements that are upgraded in the following manner:

- If the service being upgraded has been in place for more than 12 months, minimum period provisions will not apply, or

- If the service being upgraded has been in place for less than 12 months, the time in service will be applied against the minimum period term.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.14 VIDEO PRICING PLAN

A. Broadcast Video (Cont'd)

3. Discontinuance of Service[1] (C)

a. If the customer chooses to discontinue the service prior to the expiration of the fixed period service, discontinuance charges will apply.

If the customer discontinues fixed period service prior to the completion of the minimum service period, discontinuance charges will apply. Discontinuance charges equal to one-hundred percent of the total monthly rates for the remaining months of the minimum service period, plus fifty percent of the total monthly rates for the remaining portion of the fixed period service will apply. For Broadcast Video customers who subscribe to the 12 month fixed period service rate plan but discontinue the service prior to the completion of 12 months, discontinuance charges equal to one hundred percent of the total monthly rate for the remaining months of the fixed period will apply.

If the customer discontinues fixed period service after the minimum service period but before the completion of the fixed period service, discontinuance charges will apply. Discontinuance charges equal to fifty percent of the total monthly rates for the remaining portion of the fixed period service will apply. For example, a customer discontinues the service after 33 months of a 60 month fixed period service, the discontinuance charges would be 0.50 times 27 months times the monthly rates for that service.

[1] Customers with the Video Pricing Plan in service prior to the effective date of this Tariff, May 29, 1995, may utilize Termination Liability and Waiver Policy as set forth in 7.4.17, following, in lieu of Discontinuance of Service in A.3.a. This offer is valid until either the expiration date of their existing term or until May 29, 1996 for a 12 month term, May 29, 1998 for a 36 month term and May 29, 2000 for a 60 month term, whichever comes first. After the effective date of this Tariff, Termination Liability and Waiver Policy will be in effect for all new customers subscribing to the Video Pricing Plan. (N) (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.14 VIDEO PRICING PLAN

A.3. (Cont'd)

b. Discontinuance charges do not apply to fixed period services purchased by local, State or Federal government entities (or to customers who have purchased services solely for resale to local, State or Federal government entities) when they are discontinued prior to the completion of the fixed period service only when all of the following conditions are met:

- The service(s) purchased by the local, State or Federal government entity or by customers who have purchased services for resale to local, State or Federal government entities are utilized solely for provision of services for that local, State or Federal government entity,

- Funding for the fixed period service ordered by the authorized local, State or Federal government entity is included in the budget request for each fiscal period appropriation sufficient to cover the authorized local, State or Federal government entity's obligations under the fixed period service for that fiscal period,

- Nonappropriation may not be used as a means of terminating the service to acquire a functionally similar product or service,

- The local, State or Federal government entity ordered the fixed period service under the good faith belief that moneys in amounts sufficient to discharge its obligations could and would lawfully be appropriated and be made available for this purpose and,

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.14 VIDEO PRICING PLAN

A.3.b. (Cont'd)

- The local, State or Federal government entity or the customer who ordered the service on their behalf, must provide the Telephone Company notarized documents agreed upon by both the Telephone Company and the customer, showing that the entity is allotted insufficient funds for the remainder of the then current fiscal period (or for a succeeding fiscal period) by appropriation, appropriation limitation or grant to continue payments under the fixed period service and has no other funding source lawfully available to it for such purpose. The fixed period service may be terminated by giving the Telephone Company not less than thirty (30) days written notice. (Should the customer receive funding for the canceled service prior to physical disconnect of service, the customer may cancel the disconnect order per Section 5.) Upon termination, the local, State or Federal government entity or the customer who ordered the service on their behalf, shall pay all applicable rates and nonrecurring charges of the fixed period service incurred through the date of termination and through the end of the then current fiscal period to the extent of lawfully available funds.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.14 VIDEO PRICING PLAN (Cont'd)

B. Commercial Video

1. Fixed Period Service Rate Plans[1] (T)

Commercial Video may be ordered at the customer's option with a Video Pricing Plan[1] fixed period of 12, 36, 60, 84 or 120 months. The minimum service period for fixed period service is twelve months. The customer must specify the length of the fixed period service at the time the service is ordered. (T) (T)

For customers who subscribe to fixed period service of 12, 36, 60, 84 or 120 months, the monthly rates for the entire fixed period will be frozen from Company-initiated increases, at the rates in effect for the fixed period on the service date.

All Commercial Video rate elements included in a fixed period service must be ordered under the same term conditions (e.g., all 36 month or all 60 month) and with the same negotiated service date.

At the end of the fixed period service, the customer may convert to a new fixed period service. The monthly rates will be adjusted to those in effect for the new fixed period service. If the customer does not make a choice by the end of the fixed period, the rates will automatically revert to the twelve month fixed period rate plan.

If a rate decrease occurs during the term of an existing fixed period rate plan, the reduced rates will automatically be applied to the remaining term of the current fixed period.

[1] See 7.4.14.A., footnote [1], preceding. (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.14 VIDEO PRICING PLAN

B. Commercial Video (Cont'd) (N)

2. Upgrades in Rate Plans

Services rated under an existing fixed period service rate plan may be upgraded to a new fixed period service rate plan at any time the customer chooses without incurring nonrecurring or discontinuance charges. Additionally, the new fixed period service rate plan must meet or exceed the fixed period service rate plan being upgraded. For example, a 36 month fixed period service may be upgraded to a new 36 month, or longer, fixed period service. The monthly rates will be those that are in effect at the time the service is upgraded.

New minimum service period applies to all Commercial Video rate elements that are upgraded in the following manner:

- if the service being upgraded has been in place for more than 12 months, minimum period provisions will not apply, or
- if the service being upgraded has been in place for less than 12 months, the time in service will be applied against the minimum period term. (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.14 VIDEO PRICING PLAN

B. Commercial Video (Cont'd)

3. Discontinuance of Service[1] (C)

a. If the customer chooses to discontinue the service prior to the expiration of the fixed period service, discontinuance charges will apply.

If the customer discontinues fixed period service prior to the completion of the minimum service period, discontinuance charges will apply. Discontinuance charges equal to one-hundred percent of the total monthly rates for the remaining months of the minimum service period, plus fifty percent of the total monthly rates for the remaining portion of the fixed period service will apply. For Commercial Video customers who subscribe to the 12 month fixed period service rate plan but discontinue the service prior to the completion of 12 months, discontinuance charges equal to one hundred percent of the total monthly rate for the remaining months of the fixed period will apply.

If the customer discontinues fixed period service after the minimum service period but before the completion of the fixed period service, discontinuance charges will apply. Discontinuance charges equal to fifty percent of the total monthly rates for the remaining portion of the fixed period service will apply. For example, a customer discontinues the service after 33 months of a 60 month fixed period service, the discontinuance charges would be 0.50 times 27 months times the monthly rates for that service.

[1] Customers with the Video Pricing Plan in service prior to the effective date of this Tariff, May 29, 1995, may utilize Termination Liability and Waiver Policy as set forth in 7.4.17, following, in lieu of Discontinuance of Service in B.3.a. This offer is valid until either the expiration date of their existing term or until May 29, 1996 for a 12 month term, May 29, 1998 for a 36 month term, May 29, 2000 for a 60 month term, May 29, 2002 for a 84 month term and May 29, 2005 for a 120 month term, whichever comes first. After the effective date of this Tariff, Termination Liability and Waiver Policy will be in effect for all new customers subscribing to the Video Pricing Plan. (N) (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.14 VIDEO PRICING PLAN

B. Commercial Video (N)

3. Discontinuance of Service (Cont'd)

b. Discontinuance charges do not apply to fixed period services purchased by local, State or Federal government entities (or to customers who have purchased services solely for resale to local, State or Federal government entities) when they are discontinued prior to the completion of the fixed period service only when all of the following conditions are met:

- the service(s) purchased by the local, State or Federal government entity or by customers who have purchased services for resale to local, State or Federal government entities are utilized solely for provision of services for that local, State or Federal government entity,

- funding for the fixed period service ordered by the authorized local, State or Federal government entity is included in the budget request for each fiscal period appropriation sufficient to cover the authorized local, State or Federal government entity's obligations under the fixed period service for that fiscal period,

- nonappropriation may not be used as a means of terminating the service to acquire a functionally similar product or service,

- the local, State or Federal government entity ordered the fixed period service under the good faith belief that moneys in amounts sufficient to discharge its obligations could and would lawfully be appropriated and be made available for this purpose and, (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.14 VIDEO PRICING PLAN

B.3.b (Cont'd) (N)

- the local, State or Federal government entity or the customer who ordered the service on their behalf, must provide the Telephone Company notarized documents agreed upon by both the Telephone Company and the customer, showing that the entity is allotted insufficient funds for the remainder of the then current fiscal period (or for a succeeding fiscal period) by appropriation, appropriation limitation or grant to continue payments under the fixed period service and has no other funding source lawfully available to it for such purpose. The fixed period service may be terminated by giving the Telephone Company not less than thirty (30) days written notice. (Should the customer receive funding for the cancelled service prior to physical disconnect of service, the customer may cancel the disconnect order per Section 5.) Upon termination, the local, State or Federal government entity or the customer who ordered the service on their behalf, shall pay all applicable rates and nonrecurring charges of the fixed period service incurred through the date of termination and through the end of the then current fiscal period to the extent of lawfully available funds. (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS (Cont'd)

7.4.15 SYNCHRONOUS SERVICE TRANSPORT (SST) PRICING PLAN (T)

At the customer's option, SST Bandwidth Capacity is available initially with a (T)
SST Pricing Plan[1] for a 12, 24, 36 or 60 month fixed period only. The (T)
customer must specify the length of a fixed period service rate plan at the time the service is ordered. The minimum period for all fixed period service rate plans is twelve months. SST Pricing Plans allow the Private Line Transport Service customer to integrate SST into their networks with the assurance that no Company-initiated monthly rate increases will occur during the fixed period.

A. Fixed Period Service Rate Plans

SST rate elements other than Bandwidth Capacity may be ordered initially as month-to-month service or under a 12, 24, 36, or 60 month fixed period service rate plan. SST rate elements may be ordered with the same fixed period service rate plan as the Bandwidth Capacity or a lesser plan not to exceed the number of months remaining on the Bandwidth Capacity fixed period as set forth following:

1. When the customer's SST rate element fixed period service plan is the same as the Bandwidth Capacity fixed period, the SST rate element fixed period will expire on the same date as the Bandwidth Capacity fixed period regardless of when it was ordered (e.g., if the Bandwidth capacity is a 60 month fixed period rate at month 10 of the plan and the customer orders an OC3 port 60 month fixed period, the OC3 port will be billed at the 60 month rate for the next 50 months).

[1] Customers with a SST Pricing Plan in service prior to May 29, 1995 may utilize Termination Liability and Waiver Policy as set forth in 7.4.17, following, in lieu of Upgrades in Capacity and Service and Discontinuance of Service. This offer is valid until either the expiration date of their existing term or until May 29, 1996 for a 12 month term, May 29, 1997 for a 24 month term, May 29, 1998 for a 36 month term and May 29, 2000 for a 60 month term, whichever comes first. After May 29, 1995, Termination Liability and Waiver Policy will be in effect for all new customers subscribing to the SST Pricing Plan.

Certain material previously found on this page can now be found on Page 270.1.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS

7.4.15 SYNCHRONOUS SERVICE TRANSPORT (SST) PRICING PLAN

A. Fixed Period Service Rate Plans (Cont'd)

2. When the customer orders a SST rate element fixed period service plan for a lesser number of months than the Bandwidth Capacity fixed period the SST rate element fixed period will expire based upon its expiration date (e.g., if the customer's Bandwidth Capacity is a 60 month fixed period rate with 40 months remaining and the customer orders an OC3 port under a 36 month fixed period service rate plan, the OC3 port will be billed at the 36 month rate for the next 36 months). (M)

3. Customers may order month-to-month service in combination with any SST fixed period service rate plan. A month-to-month option is available for Bandwidth Capacity only after the customer completes the initial fixed period rate plan. (M)

   For customers that subscribe to fixed period service of 12, 24, 36 or 60 months, the monthly rates for the entire fixed period will be frozen from Company-initiated increases, at the rates in effect for the fixed period on the service date. At the end of the fixed period, the customer may convert to month-to-month or subscribe to a new fixed period service. The monthly rates will be adjusted to those in effect for the new fixed period service. Should the customer not make a choice by the end of the fixed period, the rates will automatically revert to the month-to-month option.

   If a rate decrease occurs during the term of an existing fixed period service rate plan, the reduced rates will automatically be applied to the time remaining in the service period.

   Existing SST Service customers currently under month-to-month and in service prior to the effective date of this tariff (July 26, 1996) will retain the one month minimum period. All new SST Services installed after the effective date of this tariff will have a twelve month minimum period. (T)

Certain material on this page formerly appeared on Page 7-270.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.15 SYNCHRONOUS SERVICE TRANSPORT (SST) PRICING PLAN (Cont'd)

B. Upgrades

1. Upgrades in Rate Plans

One or all SST rate elements rated under the month-to-month plan or an existing fixed period service rate plan may be upgraded to a new fixed period service rate plan at any time the customer chooses without incurring nonrecurring or discontinuance charges.

This upgrade will be allowed provided the channel interface and the customer-designated premises remain the same. Additionally, the new fixed period service rate plan must meet or exceed the fixed period service rate plan being upgraded. For example, a rate element with a 36 month fixed period service may be upgraded to a new 36 month, or longer, fixed period service. The monthly rates will be those that are in effect at the time the service is upgraded.

New minimum service period applies to all SST rate elements that are upgraded in the following manner:

- If the service being upgraded has been in place for more than 12 months, minimum period provisions will not apply, or

- If the service being upgraded has been in place for less than 12 months, the time in service will be applied against the minimum period term.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.15 SYNCHRONOUS SERVICE TRANSPORT (SST) PRICING PLAN

B. Upgrades (Cont'd)

2. Upgrades in Capacity[1] (C)

a. Same customer locations

Customers that subscribe to fixed period service may upgrade to a larger Bandwidth Capacity. Discontinuance charges will not apply, provided all the following conditions are met:

- The larger capacity SST is provided by the Company, (T)
- The order for the disconnect of the current SST Bandwidth Capacity and order for the new connect of the upgraded SST Bandwidth Capacity are received by the Company at the same time, (T)
- The new service is provided between the same customer locations as the discontinued service,
- The new service has the same channel interface code as the service being discontinued.
- The new service has a SST Bandwidth Capacity larger than the Bandwidth Capacity of the service being discontinued and
- The SST must be upgraded in rate plan at the same time, as described in 1., preceding.

[1] Customers with the SST Pricing Plan in service prior to the effective date of this Tariff, May 29, 1995, may utilize Termination Liability and Waiver Policy as set forth in 7.4.17, following, in lieu of Upgrades in Capacity. This offer is valid until either the expiration date of their existing term or until May 29, 1996 for a 12 month term, May 29, 1997 for a 24 month term, May 29, 1998 for a 36 month term and May 29, 2000 for a 60 month term, whichever comes first. After the effective date of this Tariff, Termination Liability and Waiver Policy will be in effect for all new customers subscribing to the SST Pricing Plan. (N) (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.15 SYNCHRONOUS SERVICE TRANSPORT (SST) PRICING PLAN

B.2.a. (Cont'd)

For upgrades in Bandwidth Capacity, the applicable nonrecurring charges set forth in 7.5.19, following, will apply to each new SST Bandwidth Capacity being upgraded. The applicable nonrecurring charges set forth in 7.5.19, following, will apply to each CO Node Port or Remote Node Port activated on the upgraded Bandwidth Capacity. New minimum period applies to all upgrades in capacity. The minimum period for each SST rate element may be retained at the customer's discretion.

b. Different customer locations for SST

Should the customer choose to upgrade either a portion of or the entire service under the fixed period service rate plan to a higher capacity and move the service to new customer locations, discontinuance charges will not apply, provided all the conditions are met as set forth in 7.4.5.C.2.