7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.10 VARIABLE TERM PRICING PLAN (Cont'd)

B. Digital Data Service Upgrades

1. 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. Where portions of a service are rated under the month-to-month plan (e.g., Multiplexer, 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 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
7.4.10 VARIABLE TERM PRICING PLAN

B. Digital Data Service Upgrades (Cont'd)

2. Upgrades in Capacity[1] (C)

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 (e.g., 2.4 kbps to DS1), discontinuance charges will not apply, provided all the following conditions are met:

- The service (e.g., DS1) is provided by the Company, (T)
- The customer's request for disconnect of the existing service and the request for new connect of the new DS1 Service are received at the same time and must specifically reference the application of upgrade in capacity,
- The customer's request for the disconnect of the existing service must reference the request of the new connect order,
- 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. Nonrecurring charges will not apply to the upgraded lower speed services placed onto the new higher speed service if requested at the same time as the upgrade request.

[1] Customers with the VTPP 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, 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 VTPP. (N) (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.10 VARIABLE TERM PRICING PLAN

B. Digital Data Service Upgrades (Cont'd) (C)

3. Upgrades in Transmission Speed[1]

Should the customer choose to upgrade either a portion of or the entire Digital Data Service under the fixed period service rate plan to a higher transmission speed (e.g., 2.4 kbps to 56 kbps), discontinuance charges will not apply, provided all the following conditions are met:

- The service (e.g., 56 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 VTPP 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 VTPP. (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.10 VARIABLE TERM PRICING PLAN (Cont'd)

C. DS1 Service Upgrades

1. 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. Where portions of a service are rated under the month-to-month plan (e.g., Multiplexer, 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 DS1 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
7.4.10 VARIABLE TERM PRICING PLAN

C. DS1 Service Upgrades (Cont'd)

2. Upgrades in Capacity[1] (C)

a. Same customer locations

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 (e.g., DS1 to DS3), discontinuance charges will not apply, provided all the following conditions are met:

- The service (e.g., DS3 or Self-Healing Network Service) is provided by the Company. (T)
- The customer's request for the disconnect of the existing DS1 Service and the new connect of the new DS3 Service are received at the same time and must specifically reference the application of upgrade in capacity,
- The customer's request for the disconnect of the existing DS1 Service must reference the requested new connect order,
- 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.

[1] Customers with the VTPP 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, 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 VTPP. (N) (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.10 VARIABLE TERM PRICING PLAN

C.2.a. (Cont'd) (T)

New minimum service period applies to all upgrades. Nonrecurring charges for an equivalent channel capacity of the existing services being upgraded to the higher speed service will not be assessed. For example, 30 DS1 Services are being upgraded to DS3 Service. A capacity of 3 is installed at the customer's request. A total of 2 Per DS3 rate elements will be installed without nonrecurring charges being assessed as it will require 2 Per DS3 rate elements to provide the equivalent channel capacity of the existing services. Nonrecurring charges will apply for capacity that exceeds the existing equivalent channel capacity. 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.

b. Different customer locations

Should the customer choose to upgrade either a portion of or the entire DS1 Service under the fixed period service rate plan to a DS3 Service 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.

Certain material previously found on this page can now be found on Page 7-236.1.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.10 VARIABLE TERM PRICING PLAN

3. Upgrades in DS1 Radio Interface Quality Package (N)

   Should the customer choose to upgrade DS1 Radio Interface Quality Package 2 to Quality Package 1, Termination Liability and Waiver Policy, as set forth in 7.4.17, will not apply, provided the new fixed period service rate plan meets or exceeds the fixed period service rate plan being discontinued. A new minimum service period applies to the upgrade. Nonrecurring charges apply for Quality Package 1. (N)

D. Discontinuance Of Service[1] (M)

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 fifteen percent for DS1 Service and fifty percent for Digital Data Service of the total monthly rates for the remaining portion of the fixed period service will apply. (M)

[1] Customers with the VTPP 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 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 VTPP. (M) (M)

Certain material on this page formerly appeared on Page 7-236.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.10 VARIABLE TERM PRICING PLAN

D.1. (Cont'd)

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 fifteen percent for DS1 Service and fifty percent for Digital Data Service of the total monthly rates for the remaining portion of the fixed period service will apply. For example, a customer has a DS1 Service which it chooses to discontinue after 33 months into a 60-month fixed period service. The discontinuance charges would be 0.15 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.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.10 VARIABLE TERM 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
7.4.10 VARIABLE TERM 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.

3. Fresh Look

Customers with 36 or 60 month Fixed Period Service Rate Plans for DS1 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 DS1 Service under a 36 or 60 month DS1 Variable Term 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.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.10 VARIABLE TERM PRICING PLAN

D.3. (Cont'd)

If a customer chooses to terminate a DS1 Service under a 36 or 60 month Fixed Period Service Rate 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 Fixed Period Service Rate 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 DS1 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 channel termination is provisioned in the customer's central office and the customer chooses to terminate the DS1 Service from the Telephone Company. The termination charge is calculated as follows:

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 Fixed Period Service Rate 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 (Cont'd)

7.4.11 DS3 SERVICE PRICING PLAN (T)

DS3 Service Capacity Channel Terminations must be initially ordered under a (T)
DS3 Service Pricing Plan[1,2] with a fixed period of 12, 24, 36, 60 or 120 (T)
months. The optional rate plans allow the Private Line Transport Service customer to integrate DS3 services into their networks with the assurance of no Company-initiated increases in rates during the fixed period. A month-to-month option is available for DS3 Service Capacity Channel Terminations only after the customer completes the initial Fixed Period Service Rate Plan.

Existing DS3 Service Capacity Channel Terminations currently under month-to-month and in service prior to July 26, 1996 will retain the one month minimum period. All new DS3 Service Capacity Channel Terminations installed after July 26, 1996 will have a twelve month minimum period.

For Electrical and Optical Interface Capacity Channel Terminations larger than one DS3, the Capacity Channel Termination must be ordered before an associated Per DS3 Channel Termination can be ordered. In addition, the Capacity Channel Termination can not be disconnected until all of the Per DS3 Channel Terminations are disconnected. For DS3 Radio Interface, the Capacity Channel Termination includes the number of DS3 channel terminations associated with the capacity size ordered.

[1] Customers with a DS3 Service Pricing Plan in service prior to the effective date of (T)
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 and Service (except upgrades to SST) and 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, 1997 for a 24 month term, May 29, 1998 for a 36 month term, May 29, 2000 for a 60 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 DS3 Service Pricing Plan.

[2] DS3 Service Pricing Plan includes 44.736 Mbps SONET Ring Service for 36 and 60 Months only. Month-to-Month SRS is not available.

7. RIVATE LINE TRANSPORT SERVICE

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

A. Fixed Period Service Rate Plans (M)

Customers who subscribe to DS3 Service for a 12, 24, 36, 60 or 120 month fixed period service rate plan must specify the length of the fixed period service at the time the service is ordered. The minimum service period for fixed period service is twelve months. (M) (T) (M) (M)

The DS3 rate elements may be ordered individually and as either month-to-month (for Capacity Channel Terminations, the initial optional rate plan term must be satisfied before it can convert to month-to-month) or any optional rate plan. For example, the customer may order the Capacity Channel Termination under the 120 month fixed period service plan, the Per DS3 Channel Termination and Transport Channel under the 60 month fixed period service plan and the multiplexing on a month-to-month basis. (T) (T) (M) (M)

For customers who subscribe to fixed period service of 12, 24, 36, 60 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. 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. (T)

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.

Certain material on this page formerly appeared on Page 7-241.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN (Cont'd)

B. Upgrades

1. Upgrades in Rate Plans (T-x)

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.

Customers served under a fixed period service rate plan may upgrade one or all of the DS3 rate elements to a new fixed period service rate plan 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 DS3 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.

(x) Reinstate material presently in effect pursuant to Special Permission No. 97-135.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN

(D-x)

(D-x)

(x) Issued under the authority of Special Permission No. 97-135.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN

B. Upgrades (Cont'd)

2. Upgrades in Capacity[1] (C)

a. Same customer locations

Customers that subscribe to fixed period service or services may upgrade one entire or entire multiple services to a larger Capacity Channel Termination. Discontinuance charges will not apply, provided all the following conditions are met:

- The larger capacity DS3 Service is provided by the Company, (T)
- The order for the disconnect of the current DS3 Capacity Channel Termination or DS3 Capacity Channel Terminations and order for the new connect of the upgraded DS3 Capacity Channel Termination are received by the Company at the same time. (T)
- The new service is provided between the same customer locations as the discontinued service or services,
- The new service has the same channel interface code as the service or services being discontinued (i.e., all services being upgraded must have the same channel interface code).
- The new service has a DS3 Capacity Channel Termination larger than the Capacity Channel Termination of the service or services being discontinued and
- The DS3 Service must be upgraded in rate plan at the same time, as described in 1., preceding.

[1] Customers with the DS3 Service 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, May 29, 2000 for a 60 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 DS3 Service Pricing Plan. (N) (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN

B.2.a. (Cont'd)

For Electrical Interface upgrades, the nonrecurring charge set forth in 7.5.15, following, will apply to each Per DS3 Channel Termination being upgraded. For Optical Interface upgrades, the associated Per DS3 Channel Termination nonrecurring charge of the new DS3 capacity will apply to each Per DS3 Channel Termination being upgraded. For DS3 Radio Interface upgrades, the associated Capacity Channel Termination nonrecurring charge of the new DS3 capacity will apply. New minimum period applies to all upgrades in capacity. The minimum period for each per DS3 may be retained at the customer's discretion. (C)

b. Different customer locations for DS3 Service

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.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN

B. Upgrades (Cont'd)

3. Upgrades in Service[1] (C)

a. Upgrades of an Entire Service or Entire Multiple Services to Self Healing Network Service (SHNS)

Customers that subscribe to Fixed Period Service may upgrade an entire service or entire multiple services to an equivalent or greater capacity SHNS, as set forth in Section 15, following. Discontinuance charges will not apply provided all of the following conditions are met:

- The SHNS is provided by the Company, (T)
- The order for the disconnect of the existing multiple Fixed Period Service or Services and the order for the new connect of the SHNS are received by the Company at the same time. (T)
- The new SHNS is provided between the same customer locations as the discontinued entire service or entire multiple services,
- The new SHNS has a total voice equivalent capacity equal to or greater than the total voice equivalent capacity of the entire service or multiple services being discontinued, and

[1] Customers with the DS3 Service 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 Service (except upgrades to SST). 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, May 29, 2000 for a 60 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 DS3 Service Pricing Plan. (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN

B.3.a. (Cont'd) (T)

- The new SHNS Fixed Period Rate Plan for an entire service or entire multiple DS3 system capacities and associated Per DS3s being upgraded meets or exceeds the months remaining on the greatest existing DS3 Fixed Period Rate Plans being disconnected (exception: after January 27, 1997 new SHNS customers may not subscribe to SHNS 120 Month Fixed Period Rate Plan; DS3 Service customers with 120 Month Fixed Period Rate Plans must subscribe to SHNS 60 Month Fixed Period Rate Plan), or (T)

- The new SHNS Fixed Period Rate Plan for an entire service or entire multiple DS3 system capacities and associated Per DS3s being upgraded meets or exceeds 60 months and creates a net increase in Billed Revenue. (T)

For service upgrades, the nonrecurring charges set forth in Section 15, following, will apply to the portion of the service being upgraded. No charges will apply to the remaining portion of the service. New minimum service periods apply to all upgrades.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN

B.3. (Cont'd)

b. Upgrades of Per DS3s to SHNS (T)

Customers that subscribe to Fixed Period Service may upgrade one or more per DS3's of the entire service to an equivalent or greater capacity SHNS, as set forth in Section 15, following. Discontinuance charges will not apply provided all of the following conditions are met: (T)

- The SHNS is provided by the Company,
- The order for the disconnect of the existing Fixed Period Service Per DS3/s and the order for the new connect of the SHNS are received by the Company at the same time, (T)
- The new SHNS is provided between the same customer locations as the discontinued service,
- The new SHNS has a total voice equivalent capacity equal to or greater than the total voice equivalent capacity of the Per DS3/s being discontinued and (T)
- The new SHNS Fixed Period Rate Plan for a Per DS3/s being upgraded meets or exceeds the months remaining on the existing DS3 Fixed Period Rate Plan for the Per DS3 being upgraded (exception: after January 27, 1997 new SHNS customers may not subscribe to SHNS 120 Month Fixed Period Rate Plan; DS3 Service customers with 120 Month Fixed Period Rate Plans must subscribe to SHNS 60 Month Fixed Period Rate Plan). When a Per DS3 is upgraded, the DS3 Service system capacity is retained under the existing DS3 Fixed Period Service Rate Plan. (T) (T) (T)

For service upgrades, the nonrecurring charges set forth in Section 15., following, will apply to the portion of the service being upgraded. No charges will apply to the remaining portion of the service. New minimum service periods apply to all upgrades. (T)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN

B.3. (Cont'd)

c. Upgrades of Portions of a DS3 Service or Portions of Multiple DS3 Services to SHNS (T)

Customers that subscribe to Fixed Period Service may upgrade a portion of a service or services to an equivalent or greater capacity SHNS, as set forth in Section 15, following. In addition, the customer may retain and combine a portion of the existing service or services into a new service. Discontinuance charges will not apply provided all of the following conditions are met:

- The SHNS and new DS3 Service are provided by the Company,
- The order for the disconnect of the existing Fixed Period Service or Services and the order for the new connect of the SHNS and new service are received by the Company at the same time,
- The new SHNS and new DS3 Service are provided between the same customer locations as the discontinued service or services,
- The new SHNS and new DS3 Service have a total voice equivalent capacity equal to or greater than the total voice equivalent capacity of the service or services being discontinued, and
- The new SHNS Fixed Period Rate Plan meets or exceeds the months remaining on the longest existing DS3 Fixed Period Rate Plan being discontinued (exception: after January 27, 1997 new SHNS customers may not subscribe to SHNS 120 Month Fixed Period Rate Plan; DS3 Service customers with 120 Month Fixed Period Rate Plans must subscribe to SHNS 60 Month Fixed Period Rate Plan), and meets or exceeds 60 months and creates a Net Increase in Billed Revenue. In addition, the new DS3 Service Fixed Period Rate Plan meets or exceeds the longest DS3 Fixed Period Rate Plan being discontinued.

For service upgrades, the nonrecurring charges set forth in Section 15, following, will apply to the portion of the service being upgraded. Nonrecurring charges apply for the new DS3 Service. New minimum service periods apply to all upgrades.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN

B.3. (Cont'd) (T)

d. Upgrades of an Entire Service or Entire Multiple Services to Synchronous Service Transport (SST)[1]

Customers that subscribe to Fixed Period Service may upgrade an entire service or entire multiple services to a greater capacity SST, as set forth in 7.2.14, preceding. Discontinuance charges will not apply provided all of the following conditions are met:

- The SST is provided by the Company,
- The order for the disconnect of the existing multiple Fixed Period Service or Services and the order for the new connect of the SST are received by the Company at the same time,
- The new SST is provided to the same customer location as the discontinued entire service or entire multiple services,
- The new SST has a total voice equivalent capacity (measured by ports) greater than the total voice equivalent capacity (measured by per DS3s) of the entire service or multiple services being discontinued,

[1] Customers with the DS3 Service 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 to SST, however, an upgrade from DS3 to SST must be to a greater capacity whether the regulations in 7.4.11.B.3.d. or 7.4.17 are utilized. 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, May 29, 2000 for a 60 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 DS3 Service Pricing Plan and an upgrade from DS3 to SST must be to a greater capacity SST.

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN
B.3.d. (Cont'd)

- The entire service or entire multiple services being upgraded are either Electrical Interface or Optical Interface DS3 Services and all services being upgraded must have the same interface code, (N)

- The new SST has a comparable interface (i.e., each Optical interface(s) must be upgraded to a new service that includes a comparable Central Office Node and each Electrical Interface(s) must be upgraded to a new service that includes both a comparable Central Office Node and a Remote Node), and

- The new SST Fixed Period Rate Plan will be determined using the criteria for Upgrades of Rate Plans outline in 7.4.15, following, with the exception that if at least one service or services being upgraded has a Fixed Period Rate Plan of more than 60 months remaining, the new SST Fixed Period Service Rate Plan will be established at 60 months. All other provisions as set forth in 7.4.15 will apply.

The nonrecurring charges set forth in 7.5, following, will apply for the new SST. to the portion of the service being upgraded. New minimum service periods apply to all upgrades. Service interruptions may be necessary during the transition from DS3 Service to SST and necessary down time will be coordinated with the customer.

Equivalent SST capacities are defined as 155.52 Mbps/3 DS3s, 622.08 Mbps/12 DS3s, 1.244 Gbps/24 DS3s and 2.488 Gbps/48 DS3s.

DS3 Service capacities of 1 and 2 DS3s could upgrade to 155.52 MBps SST; 3, 6 and 9 DS3s to 622.08 Mbps SST; 12 and 18 DS3s to 1.244 Gbps; 24 and 36 DS3s to 2.488 Gbps SST. (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN

B. Upgrades (Cont'd)

4. Upgrades for Self-Healing Alternate Route Protection (SHARP) from per DS3 to System Level protection[1] (C)

Customers that subscribe to fixed period service may upgrade to System Level Protection. Discontinuance charges will not apply, provided all the following conditions are met:

- The DS3 Service and per DS3 SHARP are provided by the Company and (T)
- The order for the disconnect of the current per DS3 SHARP and order for the new connect of the upgraded DS3 System Level SHARP are received by the Company at the same time. (T)

The nonrecurring charges as set forth in 7.3.10.C.3., will apply for the System Level protection optional feature.

[1] Customers with the DS3 Service 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 for SHARP from per DS3 to System Level protection. 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, May 29, 2000 for a 60 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 DS3 Service Pricing Plan. (N) (N)

7. RIVATE LINE TRANSPORT SERVICE

7.4 RATE REGULATIONS
7.4.11 DS3 SERVICE PRICING PLAN (Cont'd)

C. Discontinuance Charges[1] (C)

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

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

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 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.

[1] Customers with the DS3 Service 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 C.1. 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, May 29, 2000 for a 60 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 DS3 Service Pricing Plan. (N)