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B1. APPLICATION OF TARIFF

B1.1 General

- A.** This Tariff contains the regulations and rates applicable to all private line services furnished by Northeast Florida Telephone Company, hereinafter referred to as the Company, and for private line services furnished by the Company in conjunction with another telephone company over facilities under the jurisdiction of the State of Florida.
- B.** This Tariff contemplates the securing of facilities and services of other telephone companies by the Company in order that the Company may furnish to the customer a private line service between specified locations.
- C.** The rates and regulations contained in this Tariff apply to the private line services over facilities furnished jointly by the Company and other telephone companies as if the services are furnished in their entirety by the Company except as provided in B1.D following.
- D.** In those cases where the rates and regulations of other telephone companies apply to the portion of the private line services furnished by such other telephone companies, the point of connection with the facilities of the Company is considered as a service point in determining the mileage and the rates applicable for the service furnished by the Company. In those cases where another telephone company furnishes a portion of the necessary facilities, and;
 - a.** Concurs with the rates and regulations of the Company, the rates and regulations for the total facilities are the same as those shown for the Company in this Tariff;
 - b.** Applies its own rates and regulations for its portion of the facilities, the rates and regulations for the total facilities are a combination of the rates and regulations of the two telephone companies.
- E.** This Tariff also applies to private lines services furnished in connection with other services furnished under the Company's General Subscriber Services Tariff.
- F.** When an end user certifies that an interexchange carrier (IC) is providing an intrastate, interLATA private network switching function at its terminal location for the end user, said termination location will be considered an end user premises for the purpose of applying the rates and regulations in this Tariff. Moreover, the private line facilities between the private network switching function and the end user's other premises may be ordered by and billed to either the end user or the IC.

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B2. REGULATIONS

B2.1 Undertaking of the Company

B2.1.1 Scope

- G.** Private line service is the provision of Company facilities for communication between specified locations of customers or authorized users.
- H.** The Company does not undertake to transmit messages.

B2.1.2 Liability

- A.** The services furnished by the Company are subject to the terms, conditions and limitations herein specified and to such particular terms, conditions and limitations as are set forth in other sections of this Tariff applicable to the particular services.
- B.** The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays or errors or defects in transmissions occurring in the course of furnishing service and not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operating and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, preemption, delay, or error or defect in transmission occurs. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), and (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- C.** The Company shall be indemnified and saved harmless by the customer against:
 - 1. Claims for libel, slander and infringement of copyright arising from the material transmitted over services furnished by the Company;
 - 2. Claims for infringement of patents arising from, combining with, or using in connection with, services furnished by the Company, apparatus and systems of the customer; and
 - 3. All other claims arising out of any act or omission of the customer in connection with the services furnished by the Company.
- D.** The Company is not liable for any act or omission of another telephone company or companies furnishing a portion of the service.
- E.** The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided. The Company may require each customer to sign an agreement as a condition precedent to the provision of such equipment.

B2. REGULATIONS

B2.1 Undertaking of the Company (Cont'd)

B2.1.2 Liability (Cont'd)

- F.** The Company is not liable for any defacement of or damage to the premises of a customer or authorized user resulting from the attachment of the Company's instruments, apparatus and associated wiring on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company.

G. Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of this Tariff. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

H. Transmission of Data

Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). The Company makes no guarantee that voice-grade access lines and/or facilities are suitable for the transmission of data. However, in those cases where the transmission of data is attempted, the Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

I. Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damages resulting from the inability of the Company's systems to process unusual date requirements shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

J. Unauthorized Devices

The Company shall not be liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

B2.1.3 Provision of Services

- A.** The Company will furnish, maintain and repair all facilities and equipment necessary for private line service, except that, the customer or authorized user may provide his own terminal equipment or communications systems for use with such service as expressly authorized in 1. through 5. following, or as otherwise authorized in this Tariff.

1. When a private line channel is used for voice communications for the purpose of remote operation of mobile radiotelephone systems, it is contemplated that the customer or authorized user shall provide all station apparatus for such use.
2. When a customer or authorized user elects to provide his own communications system, it is contemplated that the customer or authorized user, except as provided in B2.6.3.A. following, shall provide all station apparatus and associated channels which are a part of the system and which are located on the same premises as the system.

B2. REGULATIONS

B2.1 Undertaking of the Company (Cont'd)

B2.1.3 Provision of Services (Cont'd)

- A.** The Company will furnish, maintain and repair all facilities and equipment necessary for private line service, except that, the customer or authorized user may provide his own terminal equipment or communications systems for use with such service as expressly authorized in 1. through 5. following, or as otherwise authorized in this Tariff. (Cont'd)
3. When a private line channel is used for teletypewriter transmission, the teletypewriter equipment may be provided by the customer or authorized user. On a given private line at a given premises, all such equipment must be provided by, (1) the Company or (2) the customer or authorized user. Such equipment must operate at a line signaling speed not to exceed that specified for the channel furnished.
 4. When a private line channel is used for data transmission, which requires terminal equipment (data sets), such data sets, may be provided by the customer or authorized user; except that, the Company shall furnish all data sets, located in Company central offices. Where the customer or authorized user elects to provide his own data set(s) on a given private line, it shall be the responsibility of the customer or authorized user to ensure the continuing compatibility of such data set(s) with the facilities furnished by the Company.
 5. When a private line channel is used for transmission purposes other than voice and teletypewriter except as specified in 1., 2., 3. and 4. preceding, it is contemplated that the customer or authorized user will provide the station equipment for such other purposes.
- B.** Private Line Channels between exchanges capable of using the Local Exchange Network
1. General
When an intraLATA private line channel between exchanges is connected to a device capable of, and for the intention of, completing calls into the local exchange network, there will be an additional Measured or Message charge associated with the flat rate Exchange Service Rate for that device (e.g. the PBX trunk in the case of a PBX). These additional charges are specified in the Local Exchange Company's General Subscriber Service Tariff.
 2. Application of Additional Measured or Message Service Charges
Application of additional Measured or Message exchange service charges for channels existing on the effective date of this Tariff will commence March 16, 1986, unless the certification process described in 3. following is met on or before February 8, 1986. For new intraLATA private line channels between exchanges ordered on or after the effective date of this Tariff and terminating for a customer at the same address at which a PBX trunk or other similar exchange service is also provided, that exchange service will automatically be charged additional Measured or Message charges unless the certification process described in 3. following is met. Additional Measured or Message service rates will be applied at the discretion of the Local Exchange Company for exchange services not certified by the process described in 3., following.
 3. Certification Process
The certification will be in the form of a written notification to the Company certifying that calls are not completed into the Local Exchange Network over the intraLATA private line channel between exchanges. The notification may be provided (1) on or before February 8, 1986, for service existing on the effective date, (2) at the time new service is ordered or (3) at such time the intraLATA private line channel between exchanges is reterminated to a device not intended to interconnect to the local exchange network. If a written certification is not received at the time an order for service is placed, additional message/measured exchange service charges will apply. Exempt status will become effective on the date certification is received by the Company.
 4. Change of Status
The Company will cease billing message/measured exchange service rates when certification that the service has become exempt as set forth in 3., preceding is received.

B2. REGULATIONS

B2.1 Undertaking of the Company (Cont'd)

B2.1.4 Special Construction, Equipment and Arrangements

All rates and charges set forth in this Tariff provide for the furnishing of service where suitable facilities are available. Where special construction of channel facilities is necessary, special construction charges may apply as set forth in Section B5. of this Tariff.

B2.1.5 Work Performed Outside Regular Working Hours

The rates and charges specified in this Tariff contemplate that all installation, moves, changes or rearrangements of service be performed during regular working hours. Whenever a customer requests that such work be performed outside the Company's regular working hours or that such work once begun be interrupted, so that the Company incurs cost that would not otherwise have been incurred, the customer may be required to pay, in addition to the other rates and charges specified in this Tariff, the amount of additional costs incurred by the Company as a result of the customer's special requirements.

B2.1.6 Application for Service

- A.** Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, rules and regulations as specified in this Tariff.
- B.** The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness, except that failure to pay for service under this Tariff at a different location and a different telephone number shall not constitute sufficient cause for refusal of residence service or vice-versa.

The Company may also refuse to furnish service to any applicant desiring to establish service for former customers of the Company who are indebted for previous service until satisfactory arrangements have been made for the payment of such indebtedness.

- C.** If private line service is established and it is subsequently determined that either condition in B. preceding exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

B2. REGULATIONS

B2.1 Undertaking of the Company (Cont'd)

B2.1.7 Obligation of the Company

A. Obligation to Furnish Service

The Company shall satisfy requests for telecommunications services except in the following situations:

1. Where the Company, in its sole discretion, is unable to secure suitable rights to place and maintain facilities to provide the services; or
2. Where providing the services is uneconomic or otherwise based upon economic factors, in the Company's sole discretion; or
3. Where the Company is unable to make an economic assessment due to the Company's inability to secure necessary information, from the owner or developer of a property or other relevant party, to make that assessment; or
4. Where any conditions in this Tariff are not satisfied, including, without limitation, conditions requiring payment of special construction charges under Section B5. "Charges Applicable Under Special Conditions"; or
5. Where otherwise specified in this Tariff.

B2.1.8 Application Testing

The Company makes no warranties with respect to the performance of certain services for any and all possible customer applications, which may utilize these services. The Company will provide a limited amount of such service(s) subject to the conditions specified in A. and B. following. Such service is to be utilized without charge in an initial application test with a customer for no longer than 60 days from the date of installation. The purpose of an application test is to determine the appropriateness of that specific service(s) for that specific application prior to the customer placing a firm order for such service(s).

- A.** Additional regulations for tariff services that may be used in an application test are listed in the specific tariff section for that service. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the Company.
- B.** Services that are utilized in an application test with a customer may be provided without charge for an application test period of up to sixty days. Such service is provided by the Company for the specific purpose of conducting an application test with a customer and is not intended to be utilized as a substitute for temporary service.
1. Upon completion of the application test where the customer determines that the performance of the services utilized are unacceptable for the application, the application test service will be removed without charge to the customer.
 2. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application and no changes to the test service configuration are required, the customer will be billed the appropriate nonrecurring charges for the test service and monthly billing will begin at that time.¹
 3. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application, however, the test service configuration must be changed, the customer shall be responsible for both the appropriate nonrecurring charges for the application test service plus all appropriate charges for the rearrangement of the service. Monthly billing shall begin for the rearranged service.¹

Note 1: Any additional service requested to be installed upon completion of the application test shall be subject to standard tariff nonrecurring charges and rates as set forth in each service tariff.

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B2. REGULATIONS

B2.2 Use

B2.2.1 Users

A private line service may be used for one or more of the purposes specified in A. through H. following.

- A.** For the transmission of communications to or from the customer and relating directly to the customer's business. No one may be a customer for a private line service who does not have a communication requirement of his own for its use except as provided in C. and G. following.
- B.** For the transmission, to all stations simultaneously, of communications which relate directly to matters of common interest to the customer and the authorized users, when those connected to the service are all in the same general line of business;
- C.** For the transmission of communications relating directly to the business of a subsidiary corporation over which the customer exercises control through the ownership of more than 50% of the voting stock;
- D.** For the transmission of communications to or from any station on a service furnished to a Department or Agency of the United States Government when the head of the Department or Agency, or his duly authorized representative, notifies the Company in writing that the use is intended only for official United States Government business;
- E.** Where the customer is an organized stock or commodity exchange, for the transmission of communications to or from an exchange member located on the floor of such exchange and relating directly to the business of the member.
- F.** Where the use of the service relates to coordination or exchange of pooled electrical power, for the transmission of communications between any two or more stations of such service or similar services furnished to others who are parties to the coordinating or exchange arrangement;
- G.** For the transmission of communications to, from, within and between air carriers, where the customer is an aeronautical communications company licensed under the Aviation Services rules of the Federal Communications Commission to operate stations in the aeronautical mobile and fixed services; or
- H.** For the transmission of communications to or from any station on a service furnished to the United States Postal Service for its use in the provision of its Facsimile Mail Service.

B2.2.2 Unlawful Purposes

The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service or channels are being used in violation of law. The Telephone Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

B2.2.3 Use by Others

- A.** Private line service shall not be used for any purpose for which payment or other compensation shall be received by either the customer or any authorized user, or in the collection, transmission, or delivery of any communications for others, except as provided in B2.2.1.F. and G. preceding.
- B.** Private line services are furnished for use between two or more designated premises. The services are intended only for communications in which the customer or an authorized user has a direct interest.
- C.** Any entity intending to resell private line services must be certificated by the Florida Public Service Commission as an Alternative Access Vendor (AAV) for intraexchange services, and as an AAV or Interexchange Carrier (IC) for interexchange services. Those entities certificated as an AAV or IC may resell private line services only by purchasing the like service from Section E7., Dedicated Access Services, of the Company's intrastate Access Service Tariff. Any entity certificated as an AAV or IC may purchase and resell a Local Exchange Company's (LEC's) private line service only between affiliated entities.

B2. REGULATIONS

B2.2 Use (Cont'd)

B2.2.3 Use by Others (Cont'd)

- D.** Alternative Access Vendors (AAVs) can resell a special access service, which is part of a dedicated interexchange private line between affiliates, and a special access service to an ICs switched network without affiliate restriction. In addition, an IC can resell an interexchange private line service under its existing IC certificate with no affiliate restriction, provided the LEC provides the local channel (LC) on each end of the private line service. However, if an IC utilizes an AAV to provide the LCs, the affiliate restrictions will apply.
- E.** Most services specified in this Tariff are available for resale, except as otherwise noted by the Florida Public Service Commission and in the Alternative Local Exchange Carriers' (ALECs) resale agreements, by the ALECs and subject to the terms and conditions specified in this Tariff.

B2.2.4 For Different Types of Transmission on a Simultaneous Basis

A private line may be used for different types of transmission simultaneously as provided in A. through C. following in accordance with the normal transmission characteristics of such a private line.

- A.** When used for the remote operation of a mobile radiotelephone system, it may be used simultaneously for voice communication and to transmit more than one tone in sequence or simultaneously for control purposes.
- B.** When used for control, metering or signaling purposes, it may be used to transmit more than one tone in sequence or simultaneously for such purposes.
- C.** When used for alternate voice and data transmission and arranged for duplex operation, it may be used for voice transmission in one direction and data transmission in the other direction simultaneously.

B2.2.5 Channel Derivation

Additional channels may be created from a channel provided for private line service use as provided in A. and B. following:

- A.** Customers or authorized users by use of their own equipment, and in accordance with the normal transmission characteristics of the private line, may create additional channels from channels furnished by the Company if the channels are furnished by the Company for, and if the channels thus created are used for (1) remote operation of mobile systems or (2) remote metering, supervisory control or signaling purposes;
- B.** Customers or authorized users by use of their own equipment, and in accordance with the normal transmission characteristics of the grade of channel ordered may create additional channels for any type of communication, except as specified in A. preceding, by subdividing:
 - 1.** A channel of a type number lower than Series 5500 or a Series 10001 channel
 - 2.** A Series 5000, utilizing the following service terminals or intraexchange wideband channel:
 - a.** Type 5701
 - Where provided for the transmission of data signals at a rate of 40.8 kilobits per second in sequence.
 - Where provided for the transmission of sequential synchronous signals at a rate of 50 kilobits per second.
 - b.** Type 5703
 - Where provided for the transmission of sequential synchronous digital data signals at a rate of 19.2 kilobits per second
 - 3.** However, such channels may not be created from a private line utilizing Types 1001, 1101, 1002, 1102, 5101, 5102, 1205.

Effective: January 3, 2012

B2. REGULATIONS

B2.2 Use (Cont'd)

B2.2.5 Channel Derivation (Cont'd)

- C. The use of equipment provided by customers or authorized users to create additional channels from channels furnished by the Telephone Company is subject to the regulations contained in B2.6.1 and B2.6.2.A. and B2.6.2.B. following.
- D. The Company makes no representation as to the suitability of the channels provided by it for such subdivision into additional channels by such equipment.

B2.2.6 Connections Involving Private Line Services

- A. Connections involving private line service may be made as authorized in B2.1.2 preceding and B2.6 following.
- B. Connections may also be made whereby a private line customer with SMARTRing service, in order to meet their communication needs, may connect to intraLATA services billed to another customer. These connections may be made via a Private Line Connection Arrangement whereby the SMARTRing service customer is considered a Host Customer and the customer connecting to the Host Customer's service is considered a Connecting Customer. Such connections may be made when the Connecting Customer's intraLATA service that is being connected to the Host Customer's SMARTRing service is for the use of the Host Customer in the conduct of his business. The Host Customer shall certify in writing, the name of the Connecting Customer and that such services that are being connected to his SMARTRing service arrangement are for his use in the conduct of his business. Also, the Host Customer shall provide the Connecting Facility Assignment (CFA) associated with his SMARTRing service that will be used to connect to the Connecting Customer's service.

Where the Host Customer subscribes to SMARTRing service under Channel Services Payment Plan (CSPP) terms, the payment period for the connecting customer has directly associated rate elements must have a termination date that is equal to or less than that of the Host Customer's service. Where the Host Customer receives services under month-to-month payment terms, a Connecting Customer must also receive service under month-to-month payment terms. Disconnection of a Connecting Customer's service under CSPP terms creates no associated termination or payment obligations for the Host Customer. However, if the Host Customer plans to disconnect his SMARTRing service under CSPP, he must notify the Connecting Customer of the planned/pending disconnect and the Connecting Customer is responsible for any remaining payment obligations for his part of the Private Line Connection Arrangement.

A one-time coordination charge will be assessed with the establishment of a Private Line Connection Arrangement. A Private Line Connection Arrangement Coordination Charge is required for each Host Customer/Connecting Customer arrangement.

The Host Customer is responsible for payment of the Private Line Connection Arrangement Coordination Charge. In addition to the coordination charge, a separate nonrecurring charge will apply to process each service order on a Private Line Connection Arrangement account. The charge to process each order is called a Private Line Connecting Arrangement Order Charge and is paid by the Connecting Customer. Charges for coordination and service order processing are as follows:

	<u>Non-recurring Charge</u>
Private Line Connecting Arrangement Coordination Charge - per arrangement	\$75.00
Private Line Connecting Arrangement Order Charge - per service order	\$60.00

Effective: January 3, 2012

B2. REGULATIONS

B2.3 Obligations of the Customer

B2.3.1 Customer Responsibilities

The customer shall be responsible for:

- A.** Establishing his identity in the course of any communication as often as may be necessary;
- B.** Establishing the identity of the person or persons with whom connection is made at the called station;
- C.** Damage, loss or destruction of any of the Company's apparatus due to the negligence or willful act of the customer or authorized user and not due to ordinary wear and tear or to fire or other causes beyond the control of the customer, the customer shall be responsible for the cost of replacing the apparatus destroyed or for the cost of restoring the apparatus to its original condition;
- D.** The provision of power, space and supporting structures required to operate the Company services installed on the premises of the customer or authorized user.
- E.** The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment in explosive atmospheres and points outside the hazardous area where connection may be made with regular facilities of the Company, and may be required to install and maintain equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company;
- F.** Obtaining permission for Company agents or employees to enter the premises of the customer or authorized user at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the facilities of the Company; and
- G.** Making Company facilities available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance will be made for the period during which the service is interrupted for such purposes.
- H.** Where new or additional service is to be established at a location that has a hazardous electrical environment (e.g., an electric power substation or generating plant or a high voltage transmission tower, switching or distribution location), the customer must have high voltage isolation equipment installed at such premises whenever hazardous voltages of 1000V peak-asymmetrical or greater exist prior to the installation of ordered service. If the customer is aware that its premises are located where such hazardous voltages exist, the customer must notify the Company of this fact at the time its order for service is placed. The Company makes high voltage isolation equipment that complies with the Institute of Electrical and Electronics Engineers ("IEEE") Standards 487 and 1590 available to its customers under Special Assembly to meet location specific requirements.

The customer may elect to provide high voltage protection by means other than Special Assembly and if customer so elects, the customer shall submit its proposed design and equipment specifications to the Company for approval prior to installation of service ordered. Where the customer has elected to select, install, use and maintain its own high voltage protection equipment, the customer does so with the understanding that it is solely responsible for any interruption of service associated with its selection, installation, use or maintenance of the high voltage protection. Furthermore, the customer, its employees, agents, officers, directors, affiliates, successors and assigns agree to indemnify and hold the Company, its subsidiaries, affiliates and their collective employees, agents, officers, and directors harmless from all loss, liabilities, costs and expenses, including attorneys' fees and all costs of defense and settlement, resulting from interruption of service, damage to property, claims, demands, suits or actions of any nature whatsoever arising from the failure of the high voltage protection selected, installed, used or maintained by the customer. The Company reserves the right to suspend any service it provides absent required high voltage protection until adequate protection is provided. Standard intervals do not apply for service ordered where voltage isolation equipment is required and must be installed prior to installation of service ordered from the Company.

B2. REGULATIONS

B2.3 Obligations of the Customer (Cont'd)

B2.3.2 Rearrangements and Repairs

A customer or authorized user may not rearrange, disconnect, remove or attempt to repair or permit others to rearrange, disconnect, remove or attempt to repair any apparatus or wiring installed by the Company, except upon the written consent of the Company.

B2.3.3 Transfer of Service

Service previously furnished one customer may be assumed by a new customer upon due notice of cancellation or in case of abandonment, provided there is no lapse in service. Transfer of service charges are appropriate as set forth elsewhere in the Company's tariffs.

B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances

B2.4.1 Payment of Charges and Deposits

- A.** The customer is responsible for payment of all charges for services furnished the customer in accordance with the Company's regular billing and collection practice. Payment for Federal Government customers will be in compliance with the Federal Acquisition Regulations Clause 52.232-25 – Prompt Payment.
- B.** Applicants for service who have no account with the Company or whose financial responsibility is not a matter of general knowledge, may be required to make an advance payment at the time an application for service is placed with the Company, equal to the service connection or installation charges, if applicable, and at least one month's charges for the service provided. In addition, where the furnishing of service involves an unusual investment, applicants may be required to make payment in advance of such portion of the estimated cost of the installation or construction as is to be borne by them. The amount of the advance payment is credited to the customer's account as applying to any indebtedness of the customer for the service furnished.
- C.** The Company may, in order to safeguard its interests, require an applicant or customer to make such deposit as the Company deems suitable to be held by the Company as a guarantee of the payment of charges. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments or the prompt payment of bills on presentation. When the service is terminated the amount of the deposit is credited to the customer's account and any credit balance, which may remain, is refunded. At the option of the Company such a deposit may be refunded in all or part or credited to the customer at any time prior to the termination of the service. In case of a cash deposit, interest is paid at the rate of six percent (6%) per annum to begin and run from the date said deposit is made except that, no interest shall apply on a deposit unless the deposit and the service have been in existence for a continuous period of six (6) months.
- D.** The Company reserves the right to increase the deposit requirement when in its judgment the conditions justify such action. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's premises.
 - 1. The following charge will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written: \$25 if the face value of the check does not exceed \$50; \$30 if the face value is more than \$50 but does not exceed \$300; \$40 if the face value is more than \$300; or 5 percent of the face value of the check (applicable if amount exceeds \$800), whichever is greater.
- E.** Should service be suspended for nonpayment of charges, it will be restored only as provided under "Restoration Charge" in Section A4 of this Tariff.
- F.** When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement, which is subject to the provisions of this Tariff.

Note: Nonpayment of this charge will not constitute sufficient cause for interruption or cancellation of service.

B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.2 Cancellation for Cause

- A.** The Company by written notice to the customer may immediately discontinue the furnishing of private line service without incurring any liability upon:
 - 1. Nonpayment of any sum due the Company, or,
 - 2. A violation of any condition governing the furnishing of service.
- B.** When some or all of a Customer's services have been discontinued in accordance with this tariff, and have been terminated through the completion of a Company service order, the Customer may be held responsible for fees associated with collection efforts, including attorneys' fees.

B2.4.3 Minimum Service Period and Fractional Rates and Charges

- A.** The minimum period for which service is furnished is one month unless otherwise specified, except when the cost of special construction is such as to necessitate a longer contract period or where basic termination charges apply. The minimum period for SMARTRing service is twelve months.
- B.** When monthly rates are specified, the minimum charge will be for one month. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month will be a part of the monthly charge based on the proportion that the actual number of day's service is furnished bears to 30 days.
- C.** When rates involve a fraction of a cent, the fraction is carried throughout the computation of charge. When the computed charge includes a fraction of a cent, fractions of one-half cent or more are treated as one cent and fractions of less than one-half cent are disregarded.

B2.4.4 Cancellation of Application for Service

- A.** Where the applicant cancels an application for service prior to the start of special construction of facilities, no charge applies.
- B.** Where special construction of facilities has been started prior to the cancellation and to the extent, there is another requirement for the specially constructed facilities, no charge applies.
- C.** Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction, less net salvage, applies, except that, where one or more, but not all, of the services involved in the special construction are cancelled, a charge equal to the charge for discontinuance of such services applies instead. Such charge is determined as set forth in Section B5. In determining the charge, each cancelled service is treated as discontinued as of the date on which it was to have been placed in service.
- D.** Special construction of facilities for a customer is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred, provided:
 - 1. The customer has advised the Company to proceed with the special construction, and
 - 2. The Company has advised the customer that, in accordance with his order, it is commencing the special construction.

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B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.4 Cancellation of Application for Service (Cont'd)

- E.** When equipment has been ordered for the specific needs of a customer and the installation thereof is unduly delayed by or at the request of the customer, appropriate charges apply for such equipment for the period of the delay.
- F.** When a customer requests a change in location of all or a part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.
- G.** When a customer cancels an order for SMARTRing service prior to the beginning of the selected service period, the customer will be liable for all installation costs incurred by the Company in provisioning the SMARTRing service, as of the date of the order is cancelled by the customer. The charges billed to the customer will not exceed an amount equal to the minimum period for the service as set forth in B2.4.3 of this Tariff at the month-to-month rates set forth in Section B7. of this Tariff. Such charges will be billed in addition to and subsequent to the cancellation charges set forth in B. preceding.

B2.4.5 Change in Service Arrangements

- A.** When a change in service arrangement involves the continued use by the customer of services furnished by the Company, installation charges, as provided in this Tariff do not apply to the services continued in use. Continued use of the service is considered to exist where:
 - 1. The service arrangement or a portion of the service arrangement is reused on an existing service or to establish a new service for the same customer, or,
 - 2. The service arrangement or a portion of the service arrangement remains intact when the customer, as defined herein, is changed due to corporate merger or outright purchase, or,
 - 3. The portion of the service arrangement connecting an authorized user's premises to a customer's service is transferred to a service of another customer, and provided that;
 - a. There is no break in the continuity of the service, and
 - b. No retermination or change of the services provided at the customer's or authorized user's premises, or at the Company central office takes place.
- B.** The minimum service period for the services continued in use is determined from the date of initial installation thereof.

B2.4.6 Suspension of Service

Private Line service may not be suspended in lieu of cancellation.

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B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.7 Allowance for Outages

- A.** When service is out of operation due to causes other than the negligence of the customer, or to the failure of facilities furnished by the customer, a credit allowance will be made upon request as set forth in B. through E. following, or in the respective tariff section appropriate for each service, for the portion of the service which is affected. For determining, the amount of allowance every month is considered to have 30 days and only those stations affected by the outage shall be considered in determining the number of stations affected. Long distance message telecommunications service furnished at the customer's request, when his service utilizing an interoffice channel is out of service is charged for at the regular rates for long distance message telecommunications service. An outage period starts when the customer reports the outage to the Company, and ends when the service is operative.
- B.** When service utilizing Series 5000 channels is out of service for a period of two hours or more, credit is allowed for the portion of the service affected by the outage, in hourly multiples for each hour or major fraction thereof, of outage as follows.
 - 1. For items other than Base Capacity, credit is allowed in the proportion that the period of outage bears to the hours in a month.
 - 2. For each of the types of Base Capacity, credit is computed separately for each two-point section affected.
 - a. Where the Base Capacity is furnished for use as a single channel, credit is allowed as in 1. preceding.
 - b. Where the Base Capacity is furnished for use as individual channels of lesser individual capacity.
 - (1) If the equivalent voice grade channels that are out of service in a section are less than 50 percent of the total equivalent voice grade channels arranged for use in the section, no credit is allowed.
 - (2) If the equivalent voice grade channels that are out of service in a section are 50 percent or more of the total equivalent voice grade channels arranged for use in the section, credit be allowed as in 1. preceding.
- C.** When service utilizing Series 5700 channels is out of service for one hour or more, credit is allowed for a proportionate part of the monthly charge for the portion of the services affected by the outage, in hourly multiples for each full hour or major fraction thereof of outage.
- D.** For Commercial Quality Video or for service utilizing channels of Series 1000, 2000 or 6000, no credit is allowed for outage to service of less than thirty minutes. Outages of thirty minutes or over are credited to the customer at the proportionate monthly charge in half-hour multiples for each half-hour or major fraction thereof of outage.
- E.** No credit allowance will be made for outages of a service due to the failure of equipment or systems provided by the customer or others.

B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.7 Allowance for Outages (Cont'd)

- F.** For Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing) service, a credit for a service outage shall apply when any one failure of the Company's equipment occurs resulting in a service outage of the entire system and the system does not automatically self-heal around the point of failure within one (1) second. No credit shall apply unless the customer reports the service outage to the Company and the trouble is found in the Company equipment based on information provided by the network surveillance system associated with the service. The credit shall equal the total of all the monthly charges for the service provided, however, no more than one credit shall apply per any given rate element for any given month regardless of the number of outages occurring during that month.

For service outages of less than the entire system resulting from a failure of the Company's equipment for SMARTRing service where the system does not automatically self-heal around the point of failure, credit shall be allowed only for an outage of one (1) minute or more. The credit will begin when the customer reports the outage to the Company. This credit shall be at the rate of 1/1440 of the total monthly charges assessed for that portion of the service that is out of operation for each period of 30 minutes or major fraction thereof that the outage continues.

Credit allowances will not apply if service is out of operation during customer requested upgrades and/or additions to the SMARTRing service or during customer requested rearrangements.

B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.8 Optional Payment Plan

A. Channel Services Payment Plan

1. General
 - a. The regulations specified herein are applicable to specific facilities as indicated in the Section B7. Digital Network Service of this Tariff for channel services.
 - b. Facilities furnished under the Channel Services Payment Plan (CSPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.
 - c. The CSPP is a payment plan, which allows customers to pay fixed or variable rates for channel service equipment and facilities over variable contractual payment periods. A specific monthly rate applies for the duration of each period as follows, or as specified otherwise in this Tariff.
 - (1) 36 months Term Payment Plan - payment periods may be selected from 24 months to 48 months in length, at 36-month rates and charges.
 - (2) 60 months Term Payment Plan - payment periods may be selected from 49 months to 72 months in length, at 60-month rates and charges.
 - (3) 84 months Term Payment Plan - payment periods may be selected from 73 months to 96 months in length, at 84-month rates and charges.
 - d. When the customer extends service beyond a 96-month service period, the 84-month Term Payment Plan (or the longest available tariff service period) rates will apply.
 - e. When the customer orders service to be provided under a CSPP arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. 84 month Term Payment Plan and 96 months.
2. Application of Rates and Charges
 - a. Rates stabilized under a CSPP arrangement are exempt from Company-initiated increases. However, decreases for any rate element will automatically flow through to the customer.
 - b. In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this Tariff.
 - c. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service order charge will not be applicable for such renewals or changes to the payment period.
 - d. Recurring rates and installation, termination, service establishment, Service Connection and other nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Channel Services, and are filed elsewhere in this Tariff.
 - e. Customer requests for inside moves of service will not affect the contract period.
 - f. A change in jurisdiction will not constitute a disconnect of service provided the new CSPP arrangement is a minimum 24 month service period or equals/exceeds the remaining service period, whichever is greater, provided the new CSPP arrangement is for the same customer at the same location for the same capacity service.

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B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.8 Optional Payment Plan (Cont'd)

A. Channel Services Payment Plan (Cont'd)

3. Additions

- a. Additions of services or rate elements for activating spare or unused capacities of a service under a CSPP arrangement will be considered part of the existing CSPP arrangement.
- b. Additions of services or rate elements, i.e. new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under a new CSPP arrangement at rates and charges as specified in 2. preceding.
- c. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in 4. following.
- d. Additions under CSPP are exempt from Company-initiated rate changes for all payment periods longer than one month. However, decreases for any rate element will automatically flow through to the customer.
- e. Nonrecurring charges, as specified in this Tariff, will apply to the added channel services.
- f. Additions of SMARTRing service rate elements must be ordered as described in B7.7 of this Tariff.

4. Disconnects

- a. When a service or rate element, included under a CSPP arrangement, is disconnected prior to expiration of the selected service period, termination liability charges apply as set forth in the rate regulations in this Tariff for such service. Remaining services or rate elements will not be affected by such disconnections.
- b. When a tariff service under a CSPP arrangement is disconnected prior to the expiration of a selected service period as a result of a change of tariff jurisdiction and/or a customer requested change to a higher order of a separately tariff service, termination liability charges will not apply when:
 - the completed service period is twelve months, or twenty-five percent of the length of the originally selected CSPP service period, whichever is greater, and
 - the service period of the new CSPP arrangement for the higher order of service is a minimum 24 month service period or equals/exceeds the remaining service period of the disconnected arrangement, whichever is greater, and
 - the service orders to install the new higher order of service and disconnect the old service are related together and there is no lapse in service between installation of the higher order of service and disconnection of the existing service, and
 - the service orders are for the same customer at the same location.

For the purposes of determining a higher order of service, the following ranking will be used (Analog = lowest, SMARTRing Service = highest):

Analog Voice Grade Services
Digital Data Circuit (formerly AT&T's SynchroNet) Service
MegaLink Service/MegaLink Channel Service / Channelized Trunks₁
MegaLink Light Service
MegaLink Plus Service
Primary Rate ISDN₂
SMARTPath Service
SMARTRing Service

Note 1: Channelized Trunks & Primary Rate ISDN are located in Section A10. of the General Subscriber Services Tariff.

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B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.8 Optional Payment Plan (Cont'd)

A. Channel Services Payment Plan (Cont'd)

5. Moves of Equipment
 - a. The appropriate nonrecurring charges for inside moves for items associated with channel services as specified in this and other Tariffs are applicable. This type movement will not affect the contract period.
 - b. Customer requests for moves of service(s) under CSPP, other than inside moves, will be subject to the conditions stated in 11. following.
6. Requests for Changes in Length of Optional Payment Period
 - a. Subsequent to the establishment of a contract with a CSPP period, and prior to the completion of that period, the existing payment period may be replaced by:
 - (1) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
 - No credit will be given for payments made during the formerly selected period.
 - The new payment period begins with the new CSPP effective date.
 - No termination charge applies for the remaining portion of the former payment period.
 - Nonrecurring charges will not be reapplied.
 - A service order charge will not apply.
 - (2) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
 - No credit will be given for payments made during the formerly selected period.
 - The new payment period begins with the new CSPP effective date.
 - A termination charge applies for the remaining portion of former payment period.
 - Nonrecurring charges will not be reapplied.
 - A service order charge will not apply.
7. Renewal Options
 - a. The customer has the following renewal options
 - (1) Prior to completion of the current payment period, any period available under the CSPP may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - (2) Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments when approved by the appropriate regulatory authority.
 - (3) If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in (2) preceding.
 - (4) The Company shall provide subscribers written and/or verbal notification within 180 days prior to expiration of the original term of any Letter of Election executed on or after May 1, 2005. Upon expiration, the Letter of Election shall automatically renew for an additional one-year term under the same rates, terms and conditions unless the specific tariff sections states otherwise in effect under the original Letter of Election, unless the Subscriber or the company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.

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B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.8 Optional Payment Plan (Cont'd)

B. Channel Services Payment Plan (Cont'd)

7. Renewal Options (Cont'd)

- b. Service connection charges are not applicable for services renewed under the CSPP. Any new channel equipment and/or facilities added to a customer's network at the time of renewal will be subject to all appropriate service connection charges and other nonrecurring charges.
- c. The customer has the following renewal options
- d. When a customer renews a CSPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
- e. Recognition of previous service will be given to customers who renew an existing CSPP arrangement, for the same or larger system(s) and all associated rate elements at the same location(s), provided that the length of the new CSPP arrangement is a minimum 24 month service period or equals/exceeds the remaining service period of the original CSPP arrangement, whichever is greater.
- f. Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1994 or later who convert to a CSPP arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1994 or earlier, recognition will be given for the previous service back to January 1, 1994. For customers whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.
- g. To determine the appropriate CSPP Payment Plan for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the CSPP arrangement. For example, a CSPP arrangement for a 36 month service period under the 36 month Term Payment Plan is renewed for 24 months with no changes at the end of the 36-month period. The sum of months for the completed and proposed service periods would equal 60 months and would be billed under the 60 month Term Payment Plan. Another example is a Month-to-Month customer, in service for 15 months, who wishes to convert to a 60-month CSPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the CSPP arrangement is equal to 75 months, which would be billed under the 84 month Term Payment Plan.

8. Transfer of Service

Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this Tariff. This does not constitute a disconnect of service or a discontinuance of an existing CSPP arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. Regulations concerning transfer of service between subscribers as stated in other sections of this Tariff also apply under CSPP.

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B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.8 Optional Payment Plan (Cont'd)

C. Channel Services Payment Plan (Cont'd)

9. Prepayment

- a. For payment periods longer than one month, the customer may prepay the total outstanding recurring monthly rates. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:

- (1) Customers who prepay six months or more will have an allowance applied. The prepayment factor to be used for each month prepaid will be revised periodically by the Company.
- (2) Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid system.
- (3) Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified in 4. preceding.
- (4) Customers who prematurely disconnect will have termination charges deducted from the prepaid amount and any balance credited to their bill.

10. Moves of Service(s) under CSPP

- 1. Termination Liability Charges will not apply to customer requests for moves of service under CSPP from one location to another location subject to the following:

- (1) The original and new premises locations must be in Company territory within the same state.
- (2) The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.

B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.8 Optional Payment Plan (Cont'd)

D. Channel Services Payment Plan (Cont'd)

11. Moves of Service(s) under CSPP (Cont'd)

- a. Termination Liability Charges will not apply to customer requests for moves of service under CSPP from one location to another location subject to the following: (Cont'd)
 - (3) No lapse in billing will occur for moves of service under CSPP.
 - (4) Orders to disconnect the existing service and reestablish it at the new location must be related.
 - (5) Any local channels, interoffice channels, and/or optional features and functions from the original location that are not reestablished at the new location will be subject to applicable Termination Liability charges.
 - (6) Any additions made at the new location will be treated as coterminous additions in accordance with 3. preceding.
 - (7) All regulations and charges for changes made to the service coincident to the move shall apply.
 - (8) All appropriate nonrecurring charges for moves of service as specified in this Tariff will apply.
 - (9) Moves of service that involve a change of jurisdiction, (e.g. intraLATA private line to dedicated access services) will not be treated as a disconnect of service with regard to Termination Liability charges. The customer must subscribe to a payment arrangement offered in the appropriate tariff, which is a minimum 24-month service period or equals/exceeds the remaining payment period, whichever is greater.
 - (10) Moves of SMARTRing Service are subject to the move provisions set forth in Section B7. of this Tariff.

12. Exception to Termination Liability for State, County, and Municipal Governments

- a. In the event that all or any part of the service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in the service tariffs. The tariff provisions concerning termination liability for recurring charges only shall be inapplicable to any state, county or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative or executive body:
 - (1) a statute;
 - (2) an ordinance;
 - (3) a policy directive; or
 - (4) a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding? When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the Tariff shall apply.

13. Pursuant to the Florida Public Service Commission Order No. PSC-95-1188-FOF-TP in Docket No. 92-1074-TP, Issued September 21, 1995, upon the effective date of Expanded Interconnection Service (EIS), in Section E20 of the intrastate Access Services Tariff, customers with the company's private line services, with terms equal to, or greater than, three years, entered into on, or before February 1, 1994, shall be permitted to switch those services to competitive alternatives during the 90-day period after EIS arrangements are available in a Company central office. If a customer chooses to switch to a competitor, termination charges to the Company's contract for service shall be limited to the additional charges that the customer would have paid for the contract covering the term actually used, plus the prime rate of interest.

B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.9 Special Billing Arrangement (SBA)

A. General

1. The Special Billing Arrangement is optional for any governmental agency subscribing to private line channels used for such purposes as computerized traffic light control systems and police communications systems if the monthly tariff charges for the channels exceed \$1,000.00. This arrangement allows a substantial portion of the private line monthly recurring tariff charges to be converted to and paid for by a lump sum payment. The remaining private line tariff charges would be paid on a recurring basis.

B. Rates

1. Monthly recurring charges for the services involved are separated into capital and operating requirements. A monthly-compounded present worth factor resulting in an equivalent annual rate of 8 percent, is applied to the capital requirement portion of the monthly charges in order to establish a lump sum charge. The remaining operating requirement portion would be applied as the reduced monthly charges.

C. Rate Changes

1. The recurring amounts, which are payable monthly will be adjusted to reflect changes in the field rates for the services covered by the SBA. Additions, Changes, and Removals

D. Additions, Changes, and Removals

1. Channels added to the traffic light control system after the SBA is established will be billed at the rates as specified in other sections of the tariff; or, if the monthly tariff rates for the additions would exceed \$200.00, a separate SBA may be set up for the additions.
2. Partial discontinuation of SBA services may result in a refund and/or reduced monthly payments. To determine the amount of refund and/or monthly rate reduction, if any, the existing arrangement must be separated into two separate arrangements, one consisting of services discontinued and the other of services retained. Services discontinued are handled as shown in E. following. The services retained will constitute the revised arrangement, which will use the same start date as the customer's original plan.

E. Discontinuance of Service

1. If the services provided under the SBA are discontinued by the subscriber prior to the expiration of the SBA period, the difference between payments made under this arrangement and the total amount the subscriber would have been billed, had billing been on the normal monthly basis, will be refunded.
2. The services provided under this arrangement will be terminated if any services with which it is associated (included in the same billing account) are discontinued for non-payment. The refund, if any, due the subscriber for early termination of the plan will be applied to the unpaid balance of the account. Any remaining amount of refund will be returned to the subscriber.

F. Special Billing Arrangement Period

1. The term for the SBA shall be ten years

G. Nonrecurring Charges

1. Nonrecurring charges as filed in the private line tariff apply to the channels under the SBA.

H. Expiration of the Special Billing Arrangement

1. The Company will inform the subscriber of pending expiration of the contract term for services provided under the SBA approximately thirty days before expiration.

I. Minimum Contract Periods

1. Minimum contract periods apply to services under this plan as specified in other sections of this Tariff.

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B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.10 Service Order Modifications

A. Residence Service

1. The charge for residence service or any part billed on the same account during the period of suspension is charged at fifty percent (50%) of the regular monthly rate.

B. Business Service and Residence PBX Service

1. The charge for business service, which includes public telephone service and residence PBX service, during the period of suspension is fifty percent (50%) of the rates regularly charged except as modified in (b) through (c) following.
2. The minimum charge for any calendar year shall be three-fourths of the annual rate except for Centrex (CO or CU) dormitory stations or where the subscriber is an emergency-oriented organization, the primary mission of which is the preservation of life or property and is government funded, and use of the suspended service is limited to emergency situations and kept on a standby basis during nonemergency times, except during testing by the subscriber
3. The monthly charge and the minimum charge for suspension of Centrex (CO or CU) dormitory stations, or any part billed on the same account, is the same as that specified in paragraph A2.3.13.B.1 above.

B2.4.11 Cancellation of a Service Order

A. Termination of Service by the Company

1. Violation of any of the regulations contained in this Tariff on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service.
2. When the service is terminated on the initiative of the Company because of violation of its regulations by the subscriber, the regulations stipulated below for termination of service at the subscriber's request apply.
3. The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.

B. Termination of Service at the Subscriber's Request

1. Service may be terminated at any time upon reasonable notice in writing from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

B2. REGULATIONS

B2.4 Payment Arrangements and Credit Allowances (Cont'd)

B2.4.12 Billing of Private Line Service Provided by Multiple Companies

- A.** Each company will bill for the portion of the private line service provided by their respective tariff based on their regulations, rates and charges as appropriate.
- B.** The charges billed by the Company for the interoffice channel between exchange telephone company central offices, are determined as follows:
 - 1. The total mileage for the service is computed using the V&H coordinates set forth in the National Exchange Carrier Association Tariff F.C.C. No. 4 (NECA No. 4).
 - 2. A billing factor is determined from the NECA No. 4 tariff. This factor represents the percentage of the distance between exchange telephone company central offices that will be billed by each company. The billing factor is multiplied by the total charge for all of the miles to determine the amount to be billed by the Company.
 - 3. For the Fixed recurring rate element and the Nonrecurring Charge associated with the interoffice channel between exchange telephone company central offices, 50 percent of each company's rate will apply for each end of the interoffice channel provided. If the company does not bill for either end of the interoffice channel, then the fixed recurring charge and nonrecurring charge shall not apply.

B2.5 Definitions

Certain terms used generally throughout this Tariff are defined as follows:

ACCESSORIES

The term "Accessories" denotes devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically, or inductively connected to the conductors in the communications path of the Company facilities.

ANOTHER TELEPHONE COMPANY

The term "Another Telephone Company" denotes a corporation, association, firm or individual owning and operating a toll line or one or more central offices and with whom traffic is interchanged.

AUTHORIZED PROTECTIVE CONNECTING MODULE

The term "Authorized Protective Connecting Module" denotes a protective unit designed by the Company and manufactured under the control of the Company quality assurance procedures, which unit is to be incorporated in a conforming answering device.

AUTHORIZED USER

An "authorized user" is a person, firm or corporation (other than the customer) who may communicate over a private line or channel according to the terms of the tariff and (1) on whose premises a station of the private line service is located or (2) who receives from or sends to the customer over such private line or channel communications relating solely to the business of the customer. An authorized user must be specified in the service contract.

BAUD

The term "Baud" denotes a unit of signaling speed. It is the reciprocal of the time duration in seconds of the shortest signal element (mark or space) within a code signal. The speed in bauds is the number of signal elements per second.

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B2. REGULATIONS

B2.5 Definitions (Cont'd)

Certain terms used generally throughout this Tariff are defined as follows: (Cont'd)

BIPOLAR WITH 8 ZERO SUBSTITUTION (B8ZS) The term "Bipolar with 8 Zero Substitution" (B8ZS) denotes a line code which allows transport of an all zero octet over a DS1/1.544 Mbps High Capacity channel. B8ZS enables Clear Channel Capability on Dedicated DS1 Service, formerly MegaLink.

BRIDGING CONNECTION

The term "Bridging Connection" as used in connection with Series 6000 channels (Type 6103) indicates amplifying equipment and services required to connect a station, or an interoffice channel serving a station, at an intermediate point on a network, or to connect an additional station at a terminal point.

CENTRAL OFFICE

The term "Central Office" denotes a switching unit providing telephone service to the customers connected thereto.

CENTRAL OFFICE CONNECTING FACILITY

The term "Central Office Connecting Facility" denotes a facility furnished to an Other Carrier by the Company (in accordance with the Company's Facilities for Other Carrier's Tariffs) between the terminal location of the Other Carrier and a point of connection on the Company premises.

CENTREX CONTROL SWITCHING EQUIPMENT

The term "Centrex Control Switching Equipment" denotes switching equipment, located on the Company's premises, used to provide Centrex service furnished in accordance with Centrex service provisions of the General Subscriber Service Tariff of the Company.

CHANNEL

The term "Channel" denotes a path (or paths) for electrical communication, between two or more stations or Company offices. A channel may be furnished in such manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

CLEAR CHANNEL CAPABILITY

The term "Clear Channel Capability" denotes the ability to transport twenty-four, 64 Kbps channels over a 1.544 Mbps (DS1) channel, (i.e. a Dedicated DS1 Service, formerly MegaLink channel), via B8ZS line code format.

COMMUNICATIONS SYSTEMS

The term "Communications Systems" denotes channels and other facilities, which are capable, when not connected to private line services, of communications between terminal equipment or Company stations. The term "Communications" Systems when used in connection with communications systems provided by an Other Carrier (OC) denotes channels and other facilities furnished by the OC for private line services as such OC is authorized by the Federal Communications Commission or Public Service Commission to provide.

COMPOSITE DATA SERVICE

The term "Composite Data Service" denotes the combined use of terminal and data switching equipment with the use of communications services of the Company by a Composite Data Service Vendor to perform data switching for others.

COMPOSITE DATA SERVICE VENDOR

The term "Composite Data Service Vendor" denotes a customer that has been certificated by the Federal Communications Commission pursuant to Section 214 of the Communications Act of 1934, as amended, to acquire and operate facilities to perform data switching for others. A customer shall be classified as a Composite Data Service Vendor only with respect to use of those private line services, which are utilized for the provision of composite data service.

B2. REGULATIONS

B2.5 Definitions (Cont'd)

Certain terms used generally throughout this Tariff are defined as follows: (Cont'd)

CONFORMANCE NUMBER

The term "Conformance Number" denotes an identifying number assigned by the Company to a particular model of conforming answering device incorporating an authorized protective connecting module when that model or device is in conformance with the provisions set forth by the Company in its technical reference for conforming answering devices.

CONFORMING ANSWERING DEVICE

The term "Conforming Answering Device" denotes a device which automatically answers incoming calls; transmits a prerecorded voice message or appropriate audible signal to the calling party; records a voice message from the calling party if so designed and arranged; and automatically disconnects from the line in a prearranged manner on completion of the last of the functions for which it was designed and arranged as described in this paragraph. The conforming answering device may include remote interrogation and/or device function control. A conforming answering device must incorporate an authorized protective connecting module and must bear a valid conformance number.

CONNECTING ARRANGEMENT

The term "Connecting Arrangement" denotes the equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Company, or the direct electrical connection of Company facilities.

CONTRACT

The term "Contract" refers to the service agreement between a customer and the Company under which facilities for communication between specified locations, for designated periods, and for the use of the customer and the authorized users specifically named in the contract are furnished in accordance with the provisions of this Tariff.

COORDINATING FACILITIES

The term "Coordinating Facilities" denotes those used for communication between stations on program networks to enable the customer to pass information for the proper handling of his program.

CUSTOMER

The term "Customer" denotes the person, firm or corporation, which orders service and is responsible for the payment of charges and compliance with Company regulations.

DATA ACCESS ARRANGEMENT

The term "Data Access Arrangement" denotes a protective connecting arrangement for use with the network control-signaling unit, or, in lieu of the connection arrangement, an arrangement to identify a central office line and protective facilities and procedures to determine compliance with criteria set forth in B2.6.2 of this Tariff.

DATA SWITCHING

The term "Data Switching" as used in connection with composite data service denotes the switching of data (non-voice) messages by the interchange, controlling and routing of data messages between two or more stations, via communications facilities, wherein the information content of the message remains unaltered.

DIRECT ELECTRICAL CONNECTION

The term "Direct Electrical Connection" denotes a physical connection of the electrical conductors in the communications path.

DISTRIBUTION CENTER

The term "Distribution Center" as used in connection with Series 6000 channels furnished for music networks indicates amplifying and bridging equipment required to connect the various local sections of a network or to connect local sections to an interoffice section of the network.

DROP SERVICE

The term "Drop Service" refers to the connection of a station (other than those two designated as "terminals") to a private line service or channel.

B2. REGULATIONS

B2.5 Definitions (Cont'd)

Certain terms used generally throughout this Tariff are defined as follows: (Cont'd)

DUPLEX SERVICE

The term "Duplex Service" denotes service, which provides for simultaneous transmission in both directions.

EQUALIZATION

The term "Equalization" as applied to Series 6000 channels denotes a procedure, which provides for the component frequencies of the material transmitted having about the same relationship at the two ends of the channel.

EXCHANGE

The term "Exchange" denotes a unit established by the Company or its connecting companies for the administration of communication 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 plant used in furnishing communication service within that area.

EXCHANGE AREA

The term "Exchange Area" denotes the territory served by an exchange.

EXTENDED SUPERFRAME FORMAT (ESF)

The term "Extended Superframe Format" specifies a twenty-four-frame repeating pattern for the framing and information bits contained in a DS1/1.544 Mbps bit stream. The required format specifications are contained in Technical Reference 73525.

HALF-DUPLEX SERVICE

The term "Half-Duplex Service" denotes service, which provides for transmission alternately in either direction or for transmission in one direction only.

HOST OFFICE

The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more

Remote Modules or Remote Systems.

HUB

The term "Hub" denotes a Company designated wire center where bridging or multiplexing functions are performed.

INTERFACE

The term "Interface" denotes that point on the premises of the customer or authorized user at which provision is made for connection of other than Company-provided facilities to services provided by the Company.

INTEROFFICE CHANNEL

The term "Interoffice Channel" denotes that element of a private line service, which interconnects Local Channels, which serve customers located in different central office areas (wire center serving areas).

INTRALATA

See Local Access and Transport Area (LATA)

LINK

The term "Link" refers to the use of a single local channel and/or an interoffice channel as one segment (partial channel) of a 2 point or multipoint arrangement when at least one other segment of the service arrangement is served by Dedicated DS1 Service, formerly MegaLink, Dedicated DS1 Plus Service, formerly MegaLink Light Service, Dedicated DS1 Plus Service, formerly MegaLink Plus Service, or Dedicated DS1 Service, formerly MegaLink.

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B2. REGULATIONS

B2.5 Definitions (Cont'd)

Certain terms used generally throughout this Tariff are defined as follows: (Cont'd)

LOCAL ACCESS AND TRANSPORT AREA (LATA)

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

LOCAL CHANNELS

The term "Local Channel" denotes the element of a private line service required for connecting customer premises to its serving wire center. The term "Local Channel" as used in connection with Series 6000 channels denotes a channel within an exchange between a station and a Company distributing center for multipoint loudspeaker networks.

MASS CALLING EVENT

An activity that a subscriber engages in that creates or results in a heavy influx of calls into a given network. For example, if a subscriber operating a radio or television station conducts a call-in promotion, it can create a mass calling situation that locks up the network so that other subscribers cannot complete their calls through that network. The Company will work with the subscriber in advance of such promotions and mass calling activities to reroute their calls to other facilities to prevent overloading the network that provides the subscriber's service. BellSouth will not be liable for the blockage of any traffic in any way related to the mass calling event. The Company does not guarantee the completion of mass calling traffic on its network.

MASTER STATION

Customer Provided Equipment for use with Telemetry/Alarm Bridging Service. This equipment polls multiple premises connected to these services utilizing a four-wire link to Company provided equipment. This arrangement avoids the need for an individual circuit per premises being monitored.

MOVE

The term "Move" as used in connection with the application of move charges for private line services denotes a change in the physical location (whether on the same or different premises), when made at the request of the customer without discontinuance of service, of facilities and items of equipment provided by the Company. The term "Move" as used in connection with Termination Liability charges for private line services under CSPP denotes a change in the physical location from one premises to a different premises in Company territory within the same state and jurisdiction, when made at the request of the customer.

NETWORK FOR AUDIO TRANSMISSION CHANNELS

The term "Network" as used in connection with Series 6000 channels denotes the channel facilities connecting two or more stations of a customer when at all times or at certain times the stations form a distinct operating group.

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 charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operating of switching machines in the telecommunications systems.

NETWORK CONTROL SIGNALING UNIT

The term "Network Control Signaling Unit" denotes the terminal equipment furnished for the provision of network control signaling. PATRON The term "Patron" as used in connection with composite data service, denotes a subscriber to the data switching services of a Composite Data Service Vendor. PORT The term "Port" denotes the point of access into a computer, a network or other electronic device.

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B2. REGULATIONS

B2.5 Definitions (Cont'd)

Certain terms used generally throughout this Tariff are defined as follows: (Cont'd)

PREMISES (SAME)

The term "same premises" shall be interpreted to mean: (a) the building or buildings, together with the surrounding land occupied or used in the conduct of one establishment or business, or as a residence, and not intersected by a public thoroughfare or by property occupied by others; or (b) the portion of the building occupied by the subscriber, either in the conduct of his business or as a residence, and not intersected by a public corridor or by space occupied by others; or (c) the building or portion of a building occupied by the subscriber in the conduct of his business and as a residence provided both the business and the residence bear the same street address; or (d) the continuous property operated as a single farm whether or not intersected by a public thoroughfare. In connection with inside moves, the term "same premises" is to be interpreted to mean the building or portion of a building occupied as a unit by the subscriber in the conduct of his business or residence, or a combination thereof, and not intersected by a public thoroughfare, a corridor or space occupied by others.

PRIVATE LINE CHANNEL SERVICE

The term "Private Line Channel Service" denotes a channel, which provides a path for intraLATA communication capabilities between station locations or Company offices and the channel service, is not directly connected to the public switched network.

PRIVATE LINE NETWORK

The term "Private Line Network" denotes two or more private line units of the same type contracted for by one customer and reaching one or more common service points. The lines may be operated separately or they may be connected or connectable by means of a switching arrangement.

REMOTE MODULES AND/OR REMOTE SYSTEMS

The term "Remote Modules and/or Remote Systems" (RM or RS) denotes small end offices which obtain their call processing capability from a Host Office. When an RM or RS has its own NXX, the RM or RS will be considered the central office or wire center for rating purposes. When an RM or RS shares the NXX of the Host Office, the Host Office will be considered the central office or wire center for rating purposes.

SAME BUILDING

The term "Same Building" is to be interpreted as a structure under one roof, or two or more structures under separate roofs but connected by enclosed passageways in which the wires or cable of the Company can be safely run provided the plant facility requirements are not appreciably greater than would be required normally if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by enclosed passageways and the plant facility requirements for furnishing service are appreciably greater than would be required normally if all the structures were under one roof, the term "same building" applies individually to each of the separate structures. Pipes and conduit are not considered enclosed passageways.

SERVICE INSTALLATION GUARANTEE

The term "Service Installation Guarantee" denotes a program under which the Company will provide a credit to the customer's account services in those instances when the Service Date is not met due to Company reasons.

SERVICE POINT

The term "Service Point" when used in connection with private line services denotes an exchange, which normally serves the exchange area in which a station of the customer is located, or an exchange in which an interoffice channel is terminated in a Company office at the request of the customer. The term "Service Point" when used in connection with customer-provided communication channels denotes the point on the customer's premises where channels provided by or furnished to the customer are terminated in transmitting and receiving terminating equipment or switching equipment used, at least in part, for communications with stations or terminal equipment located on the premises.

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B2. REGULATIONS

B2.5 Definitions (Cont'd)

Certain terms used generally throughout this Tariff are defined as follows: (Cont'd)

SERVING CENTRAL OFFICE

The term "serving central office" denotes the central office from which a customer or authorized user would normally be served for local exchange telephone service.

STATION

The term "Station" as used in connection with private line services:

1. Denotes the transmitting or receiving equipment, or combination transmitting and receiving equipment at any location on a premises and connected for private line service or,
2. Denotes a point on a premises at which a channel is terminated where the service involves only channels and the transmitting or receiving equipment, or combination transmitting and receiving equipment, is furnished by the customer or authorized user,
3. Denotes a termination of a private line in a Company office for foreign exchange service or in a switching center of a Switched Circuit Automatic Network or a Common Control Switching Arrangement.

A "Main Station Line " is the location, which has been designated by the customer as the principal location or any other location, which, at the request of the customer, is connected to the service by a separate local channel. An "Extension Station Line " is any other location on the same premises as a main station line and which, at the request of the customer, is connected to the same service by an extension to a local channel. The term "Station" as used in connection with Series 6000 channels also includes points designated by a customer, which are not on a premises but at which point has material is transmitted to or received from a Series 6000 channel. A point of connection of Company interoffice and local channels is not considered a station.

STATION CONNECTION

The term "Station Connection" as used in connection with Series 6000 channels indicates central office amplifying equipment and services including special supervision used to connect Company facilities.

STUDIO

The term "Studio" as used in connection with Series 6000 channels indicates fixed premises of a broadcasting station at which audio material regularly originates or is received for transmission to the broadcasting transmitter or to networks or to local distribution systems. The term "Studio" excludes all locations where the subject matter to be transmitted is not originated for program transmission purposes.

STUDIO CHANNEL

The term "Studio Channel" denotes a Series 6000 channel for use in connection with loudspeakers and sound recording, which connects the studio with the Company serving central office.

SUPERFRAME FORMAT (SF)

The term "Superframe Format" specifies a twelve-frame repeating pattern for the framing and information bits contained in a DS1/1.544 Mbps bit stream.

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B2. REGULATIONS

B2.5 Definitions (Cont'd)

Certain terms used generally throughout this Tariff are defined as follows: (Cont'd)

TELEMETRY/ALARM BRIDGING SERVICE (TABS)

Master Station

The one station of a multi-point system located on a customer's premises, which communicates with, or receives communications from, each remote station.

Remote Station

One of the many stations of a multi-point system located on a customer's premises, which is, connected to the master station via the applicable TABS arrangement.

Master Station Channel

The dedicated private line channel of a TABS system connecting the master station to the primary bridge.

Remote Station Channel

The dedicated private line channel of a TABS system connecting each remote station to its bridge.

Mid-Link Channel

The dedicated interoffice private line channel of a TABS system connecting two bridges located in separate central offices with each other. This channel is only applicable for Split Band, Active Bridging, Primary Bridge The bridge that is connected directly to the master station via the master station channel. Secondary Bridge Any bridge in a TABS system, which is connected to a primary bridge via a mid-link channel.

TERMINAL EQUIPMENT

The term "Terminal Equipment" denotes devices, apparatus and their associated wiring, provided by a customer or authorized user, which do not constitute a communications system.

TERMINATION LIABILITY CHARGE

The term "Termination Liability Charge" when used in connection with specially constructed facilities denotes the portion of the Maximum Termination Liability that is applied as a nonrecurring charge when all services are discontinued prior to the expiration of the specified liability period. The term "Termination Liability" as used in connection with the application of termination charges for private line services denotes the discontinuance, either at the request of the customer or by the Company under its regulations concerning cancellation for cause, of service or facilities (including channels and station equipment) provided by the Company.

TEST EQUIPMENT

The term "Test Equipment" denotes test equipment located at the premises of the customer that is used by the customer for the detection and/or isolation of a communications service fault.

WIDEBAND CHANNEL

The term "Wideband Channel" as used in connection with Series 5000 channels denotes a channel, which has the total equivalent of 12 or more Type 2001 (voice grade) channels.

WIRE CENTER

A "Wire Center" is a Company facility that houses Company equipment necessary for the provision of switched and non-switched telephone service to customers in a defined geographical area. The facility is identified with V&H coordinates and is assigned one or more NXX's for use in providing switched services to customers located in the specified geographical area. The Company equipment located at a Wire Center may consist of switching equipment or non-switched equipment working with a distant host switch as well as equipment used to terminate dedicated non-switched services.

B2. REGULATIONS

B2.6 Connections

B2.6.1 General Provisions

A. General

1. Terminal equipment and communications systems provided by the customer or authorized user may be connected at the customer's premises to private line services furnished by the Company where such connections are made in accordance with the provisions of B2.1.2 preceding and B2.6. 2.
2. The term "telecommunications services" when used in B2.6 denotes exchange service, Long Distance Message Telecommunications Service (LDMTS) and Wide Area Telecommunications Service (WATS).
3. Provision and ownership of equipment and facilities. Any equipment offered herein which has grandfathered status under the Federal Communications Commission's Registration Program is offered and provided only to the extent of available stock.

B. Responsibility of the Customer

1. The customer or authorized user shall be responsible for the installation, operation and maintenance of any terminal equipment or communications system or any terminal equipment or interstate communications system provided by an OC in B2.6.10.C following. No combination of terminal equipment or communications system shall require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, his calling or called party. Upon notice from the Company that the terminal equipment or communications system is causing such hazard, damage, malfunction or degradation of service, the customer shall make such change as shall be necessary to remove or prevent such hazard, damage, malfunction or degradation of service.
2. Where the customer or authorized user elects to provide data set(s) on a given Company-provided private line, it shall be the responsibility of the customer or authorized user to ensure the continuing compatibility of such data set(s) with the private line service furnished by the Company.
3. The customer shall be responsible for the payment of a Trouble Location Charge as provided in B2.6.11 following for visits by a Company employee to the premises or the customer, authorized user, or OC listed in B2.6.10.C following when a service difficulty or trouble report results from the use of terminal equipment or communications system provided by the customer, authorized user, or OC.
4. The consent of the customer must be obtained by the authorized user or OC prior to the connection of terminal equipment or communications systems to a private line provided to the customer.
5. Where private line services furnished by the Company are used in the provision of a composite data service for others and connection of those private line services is made to a communications system provided by an Other Carrier and the connection is made through data switching equipment, the regulations specified in B2.6.10 following are not applicable.

C. Responsibility of the Company

1. Private line services are not represented as adapted to the use of terminal equipment or communications systems. Where such terminal equipment or communications systems are used with private line services, the responsibility of the Company shall be limited to the furnishing of service components suitable for private line services and to the maintenance and operation of service components in a manner proper for such services. Subject to this responsibility the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, or (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed by tone type signaling equipment provided by the customer, authorized user, or OC listed in B2.6.10.C following.

Effective: January 3, 2012

B2. REGULATIONS

B2.6 Connections (Cont'd)

B2.6.1 General Provisions (Cont'd)

C. Responsibility of the Company (Cont'd)

2. The Company will, at the customer's request, provide information concerning interface parameters, including the number of ringers, which may be connected to a particular line, needed to permit the terminal equipment to operate in a manner compatible with the telecommunications network.
3. The Company may make changes in its telecommunications network, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the Federal Communications Commission's Rules and Regulations. If such changes can be reasonably expected to render any terminal equipment or communications system incompatible with the telecommunications network, or require modification or alteration of such terminal equipment or communications systems, or otherwise materially affect its use or performance, the customer will be given adequate notice in writing, to allow the customer an opportunity to maintain uninterrupted service.

D. Recording of Two-Way Telephone Conversations

Private line services are not represented as adapted to the recording of two-way telephone conversations. When voice-recording equipment is used with a private line service.

Violation of Regulations

Where any terminal equipment or communications system provided by a customer or authorized user or any terminal equipment or interstate communications systems provided by an OC listed in B2.6.10.C is used with private line services furnished by the Company and any of the provisions in B2.6 are violated the Company will take such immediate action as necessary for the protection of its facilities and will promptly notify the customer or authorized user of the violation. The customer or authorized user shall take such steps as are necessary to discontinue such use of the equipment or system or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated preceding shall result in suspension of the customer's or authorized user's service until such time as there is compliance with the provisions of this Tariff.

E. Definitions

Registered

The term "Registered" as used in this Tariff denotes equipment, which complies with and has been approved within the Registration provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

G. Terminal equipment, communications systems and premises wiring may be connected in an interposition configuration to private line services as specified in B2.6.2 following.

H. Provision of Equipment

Any equipment offered herein which has grandfathered status under the Federal Communications Commission's Registration Program is offered and provided only to the extent of available stock.

I. Connection of terminal equipment

Connection of terminal equipment shall not require any change or alteration in Company-provided equipment or services, unless permitted under the provisions of B2.6.6 of this Tariff.

B2. REGULATIONS

B2.6 Connections (Cont'd)

B2.6.2 Connections of Terminal Equipment and Communications Systems Not Subject to the FCC Registration Program

A. General

1. Except as otherwise provided in B2.6.2 and B2.6.3 preceding, terminal equipment and communications systems may be electrically connected to private line services in accordance with this B2.6.4.
 - a. When the terminal equipment or communications system is connected with private line service furnished by the Company and such private line service is not arranged for connection to telecommunications services, such connections shall be made to an interface provided by the Company.
 - b. When the terminal equipment or communications system is connected with private line service furnished by the Company and such private line service is arranged for connection to telecommunications services:
 - (1) Except as otherwise specified in B2.6.4D.1.d. following, such connections shall be made through a connecting arrangement as provided in this B2.6.4, and
 - (2) The connection shall be such that the functions of network control signaling (except customer-provided tone type address signaling through a connecting arrangement) are performed by equipment furnished by the Company.
 - c. Terminal equipment or communications systems connected pursuant to a. or b.

B. Data Terminal Equipment

Data terminal equipment (including telephotograph equipment) may be connected at the customer's premises to private line service through a network control-signaling unit and a data access arrangement provided by the Company in accordance with the following when such private line service is arranged as provided in A.2.b preceding.

1. The customer shall furnish the equipment which performs the functions of:
 - a. Conditioning the data signals generated by the terminal equipment to signals suitable for transmission by means of Company services, and
 - b. Conditioning signals transmitted by means of Company services to data signals suitable for reception by the terminal equipment.
2. Where a data access arrangement is furnished in connection with terminal equipment and such terminal equipment is used for both voice and data communication, the data access arrangement may be used to connect the terminal equipment for voice communication.

Effective: January 3, 2012

B2. REGULATIONS

B2.6 Connections (Cont'd)

B2.6.2 Connections of Terminal Equipment and Communications Systems Not Subject to the FCC Registration Program (Cont'd)

C. Voice Terminal Equipment

1. Voice terminal equipment may be connected at the customer's premises to private line service in accordance with the following when such private line service is arranged as provided in B2.6.4A.2.b. preceding.
 - a. The connection shall be made through a network control signaling unit and a connecting arrangement furnished by the Company.
 - b. Where a data access arrangement is furnished in connection with terminal equipment and such terminal equipment is used for both voice and data communication, the data access arrangement may be used to connect the terminal equipment for voice communication.
2. Attested Equipment and Conforming Answering Devices may be used with private line service.

D. Communications Systems

1. Communications systems may be connected (other than communications systems connected pursuant to B2.6.2 and B2.6.3 preceding) to private line service in accordance with this B2.6.4.D.1. These communication systems (including channels derived from such systems), not exceeding voice grade, may be connected at the customer's or authorized user's premises where the customer or authorized user has a regular and continuing requirement for the origination or termination of communications over the communications system provided that:
 - a. The normal mode of operation of the communications systems shall be to provide communications originating or terminating at the premises on which the connection is made.
 - b. The connection shall be made through switching equipment provided either by the customer, or authorized user or by the Company.
 - c. The connection shall be to channels of a Type lower than 5500 furnished by the Company or to channels created there from in accordance with the provisions of B2.2.5 preceding.
 - d. When the private line service is arranged as provided in B2.6.4.A.2.b. preceding, the connection is made through:
 - (1) a connecting arrangement, or
 - (2) registered or grandfathered terminal equipment, communications system, or protective circuitry, which, either singularly or in combination assures that the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations are met at the private line interface.

Minimum protection criteria as set forth in f. following must be complied with when the connection is made through equipment or systems that are not registered. In lieu of these requirements for total hardware protection, an optional, alternative method, as described in e. following, is available for the control of signal power only.

Effective: January 3, 2012

B2. REGULATIONS

B2.6 Connections (Cont'd)

B2.6.2 Connections of Terminal Equipment and Communications Systems Not Subject to the FCC Registration Program (Cont'd)

D. Communications Systems (Cont'd)

1. (Cont'd)

- e. When communications systems not subject to Part 68 of the Federal Communications Commission's Rules and Regulations are connected to private line services that are arranged as provided in B2.6.4.A.2.b. preceding and the connection is through (a) a connecting arrangement or (b) registered or grandfathered terminal equipment, communications system or protective circuitry which assures that all of the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations are met at the private line service interface, no further action is required. However, when a customer elects to connect a communications system to private line service and the registered or grandfathered equipment, system or protective circuitry through which the connection is made does not provide protection for signal power control, the customer must comply with the following institutional procedures:

- (1) The communications system must be installed, operated and maintained so that the signal power (within the frequency range of 200-4000 Hertz) at the private line service interface continuously complies with Part 68 of the Federal Communications Commission's Rules and Regulations.
- (2) The operator(s)/maintainer(s) responsible for the establishment, maintenance and adjustment of the voice frequency signal power present at the private line service interface must be trained to perform these functions by successfully completing one of the following:
 - A training course provided by the manufacturer of the equipment used to control voice frequency signal power; or
 - A training course provided by the customer or authorized representative, who has responsibility for the entire communications system, using training materials and instructions provided by the manufacturer of the equipment used to control the voice frequency signal power; or
 - An independent training course (e.g., trade school or technical institution) recognized by the manufacturer of the equipment used to control the voice frequency signal power; or
 - In lieu of the preceding training requirements, the operator(s)/maintainer(s) is under the control of a supervisor trained in accordance with the three preceding requirements.

Upon request the customer is required to provide the proper documentation to demonstrate compliance with the requirements in B2.6.4.D.1.e.(2).

- (3) At least 10 days advance notice must be given to the Company in the form of a notarized affidavit before the initial connection of the communications system. A copy of the affidavit must also be maintained at the customer's premises. The affidavit must contain the following information:
 - The full name, business address, business telephone number and signature of the customer or authorized representative who has responsibility for the operation and maintenance of the communications system.
 - The line(s), which the communications system will either be connected to or arranged for connection to.
 - A statement that all operations associated with the establishment, maintenance and adjustment of the signal power present at the private line service interface will comply with Part 68 of the Federal Communications Commission's Rules and Regulations.
 - A statement describing how each operator/maintainer of the communications system will meet and continue to meet the training requirements for persons installing, adjusting or maintaining the communications system.

Effective: January 3, 2012

B2. REGULATIONS

B2.6 Connections (Cont'd)

B2.6.2 Connections of Terminal Equipment and Communications Systems Not Subject to the FCC Registration Program (Cont'd)

D. Communications Systems (Cont'd)

1. (Cont'd)

e. Extraordinary Procedures

- (4) The Company may invoke extraordinary procedures to protect the private line service where one or more of the following conditions are present:
 - Information provided in the affidavit gives reason to believe that a violation of Part 68 of the Federal Communications Commission's Rules and Regulations or the Institutional Procedures set forth in e. preceding is likely.
 - Harm has occurred and there is reason to believe this harm was a result of operations performed under the Institutional Procedures set forth in e. preceding.
 - (5) The extraordinary procedures which can be invoked by the Company include:
 - Requiring the use of protective apparatus either which protects solely against signal power or which assures that all of the requirements of Part 68 are met at the private line service interface. This protective apparatus may be provided by either the Company or the customer.
 - (6) A charge equal to the Trouble Location charge as provided in B2.6.11 will apply when:
 - It is necessary to send a Company employee to the premises where the connection is made because a condition set forth in (1) preceding exists, and
 - A failure to comply with Part 68 of the Federal Communications Commission's Rules and Regulations or the Institutional Procedures for signal power control in e. preceding is disclosed.
2. Communications systems may be connected with Series 5000 wideband data services furnished to the same customer at the premises of the customer or authorized user where the customer has a regular and continuing requirement for the origination or termination of communications over the communication system provided that:
 - a. The normal mode of operation of the communications system shall be to provide communications originating or terminating at the premises on which the connection is made.
 - b. The connection shall be made through switching equipment provided by the customer or authorized user.
 - c. The connection shall be made to Service Terminals provided by the Company furnished for the transmission of sequential synchronous signals at the rates of 19.2, 40.8, 50.0, and 230.4 kilobits per seconds, or for the transmission of two level sequential non-synchronous facsimile signals.
3. Communications systems may be connected through connecting arrangements with Type 10001 Channels (Entrance Facilities) furnished for the purpose of extending the communications system to a premises of the customer or authorized user. The Type 10001 channel or channels created there from in accordance with the provisions of B2.2.5 preceding may be connected at such customer's or authorized user's premises, or premises to other communications systems in accordance with D.1.a. through c. preceding.

B2. REGULATIONS

B2.6 Connections (Cont'd)

B2.6.2 Connections of Terminal Equipment and Communications Systems Not Subject to the FCC Registration Program (Cont'd)

D. Communications Systems (Cont'd)

4. A communications system provided by an authorized user may be connected at the premises of the authorized user to private line service furnished by the Company to a customer on which the authorized user has a station, provided that:
 - a. The customer has a regular and continuing requirement for communications originating or terminating at the authorized user's premises at which the connection is made.
 - b. The normal mode of operation of the authorized user-provided communications system shall be to provide communications originating or terminating at the premises on which the connection is made.
 - c. The connection shall be made through switching equipment provided by the customer or authorized user or by the Company.
 - d. The connection shall be to channels of a Type number lower than 5500 furnished by the Company or to channels created there from in accordance with the provisions of B2.2.5 preceding.
 - e. The connection shall be made on the same basis as set forth for the customer in A.2. preceding and F. following.
 - f. All communications over the interconnected facilities shall be between the customer and authorized user and relate directly to the customer's business.
5. A communications system provided by an authorized user may be connected at the premises of the authorized user with Series 5000 wideband data services furnished to a customer provided that:
 - a. The customer has a regular and continuing requirement for communications originating or terminating at the authorized user's premises at which the connection is made.
 - b. The normal mode of operation of the authorized user-provided communications system shall be to provide communications originating or terminating at the premises on which the connection is made.
 - c. The connection shall be made on the same basis as set forth for the customer in A.2. preceding and F. following.
 - d. The connection shall be made to service terminals provided by the Company furnished for the transmission of sequential synchronous signals at the rates of 19.2, 40.8, 50.0, 230.4 kilobits per second, or for the transmission of two level sequential non-synchronous facsimile signals.
 - e. All communications over the interconnected facilities shall be between the customer and authorized user and relate directly to the customer's business.

E. Accessories

Accessories provided by a customer or authorized user may be used with private line service provided that such accessories comply with the provisions of B2.6.1.B. In addition, B2.6.4.A.2.b.(2) preceding.

F. Acoustic or Inductive Connections

1. General

- a. Voice or data terminal equipment (including telephotograph equipment) may be acoustically or inductively connected at the customer's premises to a private line service provided the acoustic or inductive connection is made externally to the network control-signaling unit when such unit is provided by the Company.

Effective: January 3, 2012

B2. REGULATIONS

B2.6 Connections (Cont'd)

B2.6.2 Connections of Terminal Equipment and Communications Systems Not Subject to the FCC Registration Program (Cont'd)

F. Acoustic or Inductive Connections (Cont'd)

1. General (Cont'd)

- b. Communications systems may be acoustically or inductively connected with private line service as specified herein, provided the acoustic or inductive connection is made externally to the network control-signaling unit when such unit is provided by the Company. Communications systems may be connected at premises of the customer or authorized user where the customer has a regular and continuing requirement for the origination or termination of communications over the communications system provided that:

- (1) The normal mode of operation of the communications system shall be to provide communications originating or terminating at the premises on which the connection is made.
- (2) The connection shall be to channels of a Type number lower than 5500 furnished by the Company.

- c. A communications system may be acoustically or inductively connected at the premises of the authorized user with Company facilities for private line service, on which the authorized user has a station, provided that:

- (1) The normal mode of operation of the communications system shall be to provide communications originating or terminating at the premises on which the connection is made.
- (2) The customer has a regular and continuing requirement for communications originating or terminating at the authorized user's premises at which the connection is made.
- (3) The connection shall be to channels of a Type number lower than 5500 furnished by the Company.
- (4) The connection shall be made on the same basis as set forth for the customer in b. preceding.
- (5) All communications over the interconnected facilities shall be between the customer and authorized user and relate directly to the customer's business.

- d. Customer-provided tone-type address signaling is permitted through such connections, however, the services of the Company are not designed for such use and the Company makes no representation as to the reliability of address signaling which is performed in such manner.

2. Minimum Protection Criteria

- a. Since private line, services utilize Company channels and equipment in common with other services it is necessary in order to prevent excessive noise and crosstalk that the power of the signal applied to the Company private line service be limited. Because each private line service is individually engineered, a single valued limit for all applications cannot be specified. Therefore, the power of the signal, which may be applied by the equipment to the interface, will be specified by the Company for each application to be consistent with the signal power allowed on the telecommunications network.
- b. To protect other services, it is necessary that the signal which is applied by the equipment to the interface located on the customer's premises meet the following limits at the output of the network control signaling unit:
 - (1) The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18dB below the power of the signal as specified in a. preceding.
 - (2) The power in the band from 4,005 Hertz to 10,000 Hertz shall not exceed 16dB below one milliwatt.
 - (3) The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24dB below one milliwatt.
 - (4) The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36dB below one milliwatt.
 - (5) The power in the band above 40,000 Hertz shall not exceed 50dB below one milliwatt.

B2. REGULATIONS

B2.6 Connections (Cont'd)

B2.6.5 Connections of Certain Facilities of Power, Pipe Line and Railroad Companies: (Cont'd)

A. (Cont'd)

4. Connection of a Telecommunications circuit of such companies as specified in 2.b.c. or d. preceding may be established at either end of such circuit, but shall not be established at both ends simultaneously.
5. Customer teletypewriter, data transmission, remote metering, supervisory control or miscellaneous signaling facilities will be connected to private line service furnished by the Company for such purposes to the same customer.
6. Company-provided private line services, when connected with facilities of the customer, will not be used for communications of other than the customer, except that such services may be used for the communications of, and be connected with services furnished by the Company to, other companies which:
 - a. Are operated with the customer as parts of an integrated electric power, oil, oil products or natural gas system or railroad system under direct or common ownership or control; or
 - b. Own or operate an electric power or pipe line or railroad system jointly with the customer; or
 - c. Own or operate electric power or pipeline or railroad facilities interconnected with those of the customer. Company-provided private line services when so connected may be connected to a local or toll central office line to form a through connection for communications of other companies specified in a., b., or c. preceding, including calls originated by employees of such companies only under the circumstances set forth in 2.a. and b. preceding.
7. Terminal equipment and communications systems connected to the private line services specified in B2.6.2.B preceding in accordance with 1 through 6 preceding prior to January 1, 1980 may remain connected and be moved and reconnected for the life of the equipment without registration unless subsequently modified. New installations of terminal equipment or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations connected to such private line services must meet the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations.
8. Effective May 1, 1983, new installations of, or additions to, terminal equipment and communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations, connected to the private line services specified in B2.6.2.C or D preceding in accordance with 1 through 6 preceding, must meet the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations.

B2.6.6 Connections of Services Furnished by the Company to the Same Customer

A private line furnished by the Company or by the Company and its Other Carriers may be connected to another private line furnished by the Company or by the Company and its Other Carriers or to another service provided by the Company as specified in A. through F. and B2.6.9 following.

- A.** A private line may be connected to another private line if the forms of electrical communication for which they are being used are the same. These private lines may be connected (1) at the premises of the customer; (2) at the premises of an authorized user with a common service point on both private lines. All connections will be made through connecting arrangements, channel-switching arrangements or through switching equipment, except as otherwise provided in B., C., and E. following.

B2. REGULATIONS

B2.6 Connections (Cont'd)

B2.6.6 Connections of Services Furnished by the Company to the Same Customer (Cont'd)

- B.** Channels created by the customer or authorized user in accordance with the provisions of B2.2.5.B. preceding may be connected at the customer's or authorized user's premises:
1. To channels furnished by the Company and to channels created there from as authorized in B2.2.5.B. preceding. The connection of channels specified preceding is subject to the regulations contained in B2.6.1, 2., and 3., and B. preceding.
 2. To a Type 10001 channel furnished by the Company, and to channels created there from as authorized in B2.2.5.B. preceding. The connection of channels specified preceding is subject to the regulations contained in B2.6.1, B2.6.2, B2.6.3, and B2.6.4 as appropriate.
 3. To station apparatus provided by the Company as a part of a service provided by the Company to the same customer or to a local or toll central office line or WATS access line through such station apparatus. The connection described preceding is subject to the regulations specified in the General Subscriber Service Tariff of the Company as appropriate.
- C.** A private line for voice communication utilizing a Series 2000 or 5200 channel or other types of channels when used alternately for voice transmission and when in the voice mode, may be connected at a PBX or other switching or connecting arrangement, to a local or toll central office line or WATS access line to form a through connection over the private and exchange lines where facility and conditions permit. It is not contemplated that more than one such type of connection will be established simultaneously and transmission is not represented as adapted to more than one such connection of the combined facilities at one time.
- Where terminal equipment or communications systems involve connection to a Type 2230, Type 5201 or Type 10001 channel, such channels may also be connected either on the premises of a customer or authorized user or through Centrex Control Switching Equipment which serves the premises of the customer or authorized user, to a local or toll central office line or WATS access line to form a through connection. When the connection is made on the premises of the customer or authorized user, such connection shall be through switching equipment and shall be made in accordance with the regulations contained in B2.6.1 preceding and the rates and regulations specified in the General Subscriber Service Tariff of this Company.
- When a two-point private line or a multi-point private line arranged for service solely between two points utilizing the above type channels is used for transmission of data, through connections over the private and exchange lines may also be established as described preceding.
- D.** Type 10001 channels may be connected to private line services either on the premises of the customer or authorized user or through Centrex Control Switching Equipment which serves the premises of the customer or authorized user where the customer has a regular and continuing requirement for the origination or termination of communications over the customer-provided communications system which is extended by the Type 10001 channel provided that:
1. The normal mode of operation of the communications system shall be to provide communications originating or terminating at the premises on which the connection is made or at the customer's or authorized user's premises served by the Centrex Control Switching Equipment.
 2. When the connection is made on the premises of the customer or authorized user, the connection shall be made through switching equipment.
 3. The connection shall be to channels of a Type number lower than 5500, to Series 10000 channels furnished by the Company or to channels created there from in accordance with the provisions of B2.2.5.B. preceding.

B2. REGULATIONS

B2.6.7 Connection of Services Furnished by the Company to Different Customers

- A.** A private line furnished to a customer on a twenty-four hour per day, seven day per week basis may be connected:
1. With a private line furnished to a branch or agency of the United States Government for the purposes specified under B. through D. following, provided such connection is authorized by the branch or agency to whose service the connection is made and connections are made by means of connecting or switching arrangements furnished by the Company, or,
 2. With a private line, local or toll central office line or WATS access line furnished to a different customer provided such connection is made at the premises of an authorized user as specified in E. through H. following, or,
 3. As specified under I. through L. following when connections involve (1) Series 6000 channels, (2) the use of service as related to the coordination or exchange of electrical pooled power, (3) channels of a Type number lower than 5500 when these are furnished for data transmission to one customer with connection to channels created by another customer.
 4. As specified in M. following when private line service is furnished to a state or local government agency and to a United States Government agency, or connections as specified in B. through M. following will be provided only when the same type of channels, (except when local or toll central office or WATS lines as set forth in F. and H. following are involved) are connected and the same forms of electrical communication are used over the connected channels.
- B.** Where the private line is furnished to the Government for teletypewriter transmission for the collection and dissemination of (1) weather information, (2) miscellaneous airways information pertaining to the supervision of the flight of aircraft along the civil airways or (3) agricultural and farm market information, connection may be made as follows:
1. Receiving Only Service - for reception of weather and miscellaneous airways information and agricultural and farm market information transmitted over the Government service to which it is connected.
 2. Sending and Receiving Service - for transmission of flight plans to and acknowledgement of such plans from the Government service to which connection is authorized.
- C.** Where the private line utilizes Series 2000 or appropriate Series 5000 equivalent channels and is furnished to the Government for data transmission for the collection and dissemination of weather information and for the collection and dissemination of data relating to national defense, connection may be made for such purposes.
- D.** Where the private line is furnished to the Government for voice transmission for the collection and dissemination of information relating (1) to air traffic control activities and similar information of public interest in connection with supervision of the flight of aircraft along civil airways or (2) directly to civil defense activities, connection may be made for such purposes.
- E.** A private line furnished to a customer may be connected to a "different" customer's private line if the "different" customer is an authorized user on the other customer's private line and provided that:
1. All communications over the interconnected private lines are between the customers and relate directly to their business.
 2. Such connections be made through switching equipment.
 3. Neither of the private lines is being furnished for foreign exchange service.
- Such private lines shall include channels created by the customer in accordance with B2.2.5.B. preceding.

B2. REGULATIONS

B2.6 Connections (Cont'd)

B2.6.7 Connection of Services Furnished by the Company to Different Customers (Cont'd)

- F.** A private line furnished to a customer may be connected to a local or toll central office line furnished to a "different" customer provided that:
 - 1. The customer for the local or toll central office line is an authorized user of the other customer's private line.
 - 2. The connection shall be made through switching equipment.
 - 3. The connection shall be such that the function of network control signaling is performed by equipment furnished, installed and maintained by the Company.
- G.** Such private lines shall include channels created by the customer in accordance with B2.2.5.B. preceding.
- H.** Private lines for audio transmission may be connected as provided for Series 6100 channels in Section B3. following.
- I.** Private line services furnished by the Company for communications as provided in B2.2.1.F. preceding, may be connected with similar services provided by the Company.
- J.** Private lines for teletypewriter transmission furnished to the U. S. Army may be connected to private lines for teletypewriter transmission to the Associated Press and United Press International for the purpose of establishing an Emergency Action Notification System provided that said customers agree to such connection. Connections will be made by means of switching arrangements furnished by the Company.
- K.** Private line service furnished to a state or local government agency may be connected to private line channels arranged for use and ordered by a United States Government Agency for the use of the state or local government agency pursuant to the Intergovernmental Cooperation Act of 1968.

B2.6.8 Connection of Services Furnished by the Company with Service of Other Carriers

- A.** Upon agreement by the Company, a communications system provided by an Other Carrier (referred to as the OC) to a customer or authorized user of private line services furnished by the Company may be connected at the premises of the customer or authorized user to the channels of a private line service furnished by the Company where the customer or authorized user has a regular and continuing requirement for the origination or termination of communications over the OC-provided communication system provided that:
 - 1. The normal mode of operation of the OC-provided communications system shall be to provide communications originating or terminating at the premises at which the connection is made.
 - 2. The private line service furnished by the Company shall be voice grade.
 - 3. Where the connection of an OC-provided communications system is by means of a direct electrical connection, such connection shall be made:
 - a. Through switching equipment: or
 - b. Through a channel derivation device.
 - 4. Where such connection is made through a channel derivation device as specified in b. preceding, the "regular and continuing requirement for the origination or termination of communication" provision in 1. preceding and the provision of A. preceding are not applicable.
 - 5. When the connection is by means of switching equipment, such switching equipment and the facilities provided by the OC shall be treated as a communications system and the regulations in B2.6.1 through B2.6.4 preceding, as applicable to the connection of a communications system shall apply. When the connection is by means of a channel derivation device, such channel derivation device and the facilities provided by the Other Carrier shall be treated as a communications systems and the regulations applicable to the connection of communications systems as set forth in B2.6 shall apply with the exception of provisions of B2.6.4.D.1.a.and b. and B2.6.4.D.2

B2. REGULATIONS

B2.6 Connections (Cont'd)

B2.6.8 Connection of Services Furnished by the Company with Service of Other Carriers (Cont'd)

A. (Cont'd)

6. Where the connection of an OC-provided communications system is by means of an acoustic or inductive connection, such connection shall be made externally to Company-provided voice transmitting and receiving equipment.
7. Where the customer of such OC is an authorized user of a private line service furnished by the Company and such connection is made at the authorized user's premises, all communications over the interconnected facilities shall be between the authorized user and the Company's customer and be related directly to the Company's customer's business.
8. Connections shall be made only if the forms of electrical communication are the same and consistent with those for which the Company-provided channel is offered. Connections are not represented as being suitable for satisfactory transmission.
9. All arrangements concerning such OC services shall be made by the customer with that carrier. The furnishing of private line services by the Company as set forth preceding is not part of a joint undertaking with the Other Carrier.
10. Where private line services furnished by the Company are used in the provision of a composite data service for others and connection of those private line services is made to a communications system provided by an Other Carrier and the connection is made through data switching equipment, the regulations specified in 1., 4. in addition, 5. preceding are not applicable.

- B.** Communications systems (utilizing Central Office Connecting Facilities), not exceeding voice grade, provided by an OC to a customer may be connected at the premises of the Company with private line service provided by the Company to the same customer, provided the connection is made through Centrex Control Switching Equipment furnished in accordance with Centrex service provisions of this State's General Subscriber Service Tariff.

B2.6.9 Trouble Location Charge

- A.** The customer shall be responsible for payment of a service charge as follows for each visit by the Company to the premises of the customer or authorized users, or OC as specified in B2.6.10. preceding, where the service difficulty or trouble report results from the use of equipment or facilities provided by the customer or his authorized users or an OC.
1. Private Line Service, per service call

	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
a. Basic Time normally scheduled hours	\$45.00	\$18.00
b. Overtime, outside of normally scheduled working hours on a scheduled workday	47.00	22.00
c. Premium Time, outside of scheduled work day	51.00	26.00

B2. REGULATIONS

B2.6 Connections (Cont'd)

B2.6.10 Connections of Test Equipment

A. Totally Protective Connections

1. Test equipment may be connected to those private line services specified in B2.6.2 preceding at the premises of the customer through registered or grandfathered terminal equipment, protective circuitry, or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations which, either singularly or in combination, assures that all of the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations (total protection) are met at the private line service interface.
2. Test equipment may be connected to those private line services specified in 2.6.4 (A) (2) preceding at the premises of the customer either (1) directly at the private line service interface, or (2) through other equipment, provided that the minimum protection criteria specified in 2.6.4 (F) preceding is continually met at the private line service interface.

B. Interim Program for Connections of Test Equipment

Test equipment may also be connected at the premises of the customer to those private line services specified in B2.6.2 preceding either (1) directly at the private line service interface, or (2) through terminal equipment, protective circuitry, or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations which does not provide protection for signal power control under the following Interim Program provided that:

1. The test equipment is limited to transmission signal power generating and/or detection devices, or similar devices, utilized by the Customer for the detection and/or isolation of a communications service fault.
2. The test equipment is of a type that was lawfully directly connected to private line service as of March 6, 1981. Such test equipment may remain connected, be moved or reconnected during the life of the test equipment unless it has been subsequently modified.
3. Direct connection of test equipment or connections through Company-provided terminal equipment, or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations are made through jacks or as otherwise authorized by the Company.
4. Test equipment must be operated in accordance with the Institutional Procedures for Signal Power Control as specified in (C) following.
5. The Customer notifies the Company of each private line service at each premises to which the test equipment will be connected in advance of the initial connection. The Customer must also notify the Company when such test equipment is permanently disconnected at each premises.
6. No test equipment or combination of test equipment with terminal equipment, protective circuitry or communications systems subject to Part 68 of the Federal Communications Commission's Rules and Regulations (including but not limited to wiring) may cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject test equipment or the user's calling or called party.

C. Institutional Procedures for Signal Power Control

1. In accordance with (B) (4) preceding, the Customer must comply with the following Institutional Procedures:
 - a. The Customer must install, operate and maintain the test equipment so that its signal power at the private line service interface complies with Subpart D of Part 68 of the Federal Communications Commission's Rules and Regulations.
 - b. The operator(s)/maintainer(s) responsible for the test equipment signal power present at the private line service interface must be trained to perform these functions by successfully completing one of the following:
 - (1) a training course provided by the manufacturer of the test equipment, or

B2. REGULATIONS

B2.6 Connections (Cont'd)

B2.6.10 Connections of Test Equipment (Cont'd)

C. Institutional Procedures for Signal Power Control (Cont'd)

1. In accordance with (B) (4) preceding, the Customer must comply with the following Institutional Procedures: (Cont'd)

- b. The operator(s)/maintainer(s) responsible for the test equipment signal power present at the private line service interface must be trained to perform these functions by successfully completing one of the following: (Cont'd)
 - (2) a training course provided by the Customer, or authorized representative of the Customer, using training materials and instructions provided by the manufacturer of the test equipment, or
 - (3) an independent training course (e.g., trade school or technical institution) recognized by the manufacturer of the test equipment, or
 - (4) in lieu of the preceding training requirements, the operator(s)/maintainer(s) is under the control of a supervisor trained in accordance with (1) through (3) preceding.

Upon request, the Customer is required to provide proper documentation to demonstrate compliance with the requirements in B2.6.12.C.1.b.

- c. Advance notice must be given to the Company in the form of a notarized affidavit before the initial connection of the test equipment at each premises after April 9, 1981. A copy of the affidavit must also be maintained at the Customer's premises. The affidavit must contain the following information:
 - (1) The full name, business address, business telephone number and signature of the Customer or authorized representative who has responsibility for the operation of the test equipment.
 - (2) The line(s) to which the test equipment will be either connected to or arranged for connection to.
 - (3) A statement that all operations associated with the establishment, maintenance and adjustment of the test equipment signal power present at the private line service interface will comply with Subpart D of Part 68 of the Federal Communications Commission's Rules and Regulations.
 - (4) A statement describing how each operator of the test equipment will meet and continue to meet the training requirements for persons installing, connecting, adjusting or maintaining the test equipment.

2. Extra-ordinary Procedures

- a. The Company may invoke extra-ordinary procedures to protect the telecommunications network where one or more of the following conditions are present:
 - (1) Information provided in the affidavit gives reason to believe that a violation of Part 68 of the Federal Communications Commission's Rules and Regulations or the Institutional Procedures set forth in (1) preceding is likely.
 - (2) Harm has occurred and there is reason to believe this harm was a result of operations performed under the Institutional Procedures set forth in (1) preceding.
- b. The extra-ordinary procedures, which can be invoked by the Company, include:
 - (1) Requiring the use of protective apparatus either which protects solely against excessive signal power or which assures that all of the requirements of Part 68 of the Federal Communications Commission's Rules and Regulations are met at the private line service interface.
 - (2) Disconnecting service.
- c. A charge equal to the Trouble Location charge will apply when:
 - (1) It is necessary to send a repair person to the premises where the test equipment is connected because a condition as set forth in (a) preceding exists, and
 - (2) A failure to comply with the Institutional Procedures for signal power control is disclosed.

B2. REGULATIONS

B2.7 Customer Agents

B2.7.1 General

- A.** The conditions specified herein apply to any entity (hereinafter "agent"), including but not limited to Customer Premises Equipment Providers, Enhanced Service Providers, and Interexchange Carriers acting or purporting to act on behalf of a customer or prospective customer (hereinafter "customer") in transactions with the Company. Such transactions may include, but are not limited to: (1) requests for information about the service or equipment of any customer, (2) negotiations regarding deposits, (3) orders for establishment of or changes in service or equipment, and (4) requests for or inquiries concerning the repair or maintenance of the service or equipment of any customer.

B2.7.2 Responsibility of the Agent

- A.** The agent shall at all times act within the scope of the agent's authority as defined in the agent's agreement with the customer and shall not undertake any transaction with the Company on behalf of any customer unless the agent has been authorized to do so by that customer.
- B.** In undertaking any such transactions on behalf of any customer, the agent shall comply with all rules and regulations in this section of this Tariff applicable to the transaction or to the service or equipment to which the transaction pertains.

B2.7.3 Warranty and Liability of the Agent

- A.** By undertaking any transaction with the Company on behalf of a customer, the agent warrants and represents to the Company that the agent has been duly authorized by the customer to act on behalf of the customer in the transaction undertaken. In the event that the customer denies that the agent has acted within the scope of its authority, the agent shall assume responsibility for such transactions and will indemnify and hold the Company harmless from any and all damages, losses, or claims resulting from such dispute or denial by the customer, except for any damages, losses or claims resulting from the Company's willful misconduct, and will pay any and all applicable rates and charges for services rendered or equipment supplied by the Company because of the agent's actions. The foregoing in no way absolves the customer from liability arising from transactions performed by the agent on behalf of the customer.

B2.7.4 Proof of Authority

- A.** When the Company in the reasonable exercise of the Company's discretion believes it appropriate, the Company may request proof of the authority of any party claiming to be the agent of the customer prior to acting upon such request. Failure of the Company to request such proof shall not, however, limit or otherwise affect the agent's responsibility or liability set forth herein, nor shall such a failure constitute a waiver of the Company's right to request such proof at any time in the future.

B2.8 Waiver of Nonrecurring Charges for Customers with Sub voice Grade Private Lines and Local Area Data Channels

- A.** It is expressly declared that metallic facilities are in continually decreasing supply and that the Company does not hold itself in a position to make such facilities available. In addition, if modernization programs dictate the replacement of existing metallic facilities with facilities such as fiber optics and subscriber carrier that do not provide metallic continuity, the Company will not be required to continue to provide services that are based on metallic facilities.
- B.** In consideration of the decreasing supply of metallic facilities, the Company will convert a customer's service that is based on such facilities to an alternate service and waive the nonrecurring charges associated with the change. This applies to a customer where metallic facilities are being displaced with non-metallic facilities, or a customer may elect to make this change at any time prior to a modernization program that would eliminate the availability of metallic facilities.
- C.** This waiver applies to private line customers with Sub voice Grade Service and Local Area Data Service. Alternative services that a customer may convert to are Voice Grade Private Lines, Digital Data Circuit (formerly AT&T's SynchroNet) service, or Basic Local Exchange Service.

B3. CHANNELS

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B3. CHANNELS

B3.1 PROVISION OF SERVICE

B3.1.1 General

1. Channel Services provided under the provisions of this Tariff are offered for IntraLATA Services only. Services consisting of Local Channels, Interoffice Channels, and Optional Features and Functions are classified by series. The various series are sub-divided into different types and are described in terms of circuit characteristics and use. The Analog Channel Services are – Sub Voice Grade (Series 1000), Voice Grade (Series 2000) and Wired Music (Series 6000).
2. Customers may order local channels, which are designed to meet specific communications requirements. The customer is responsible for determining that his terminal equipment is compatible with the service provided by the Company.
3. Where multi-point service is furnished, the local channels are bridged in the wire center.
4. Dedicated circuits between the customer's interLATA Electronic Tandem Switching (ETS) function and the customer is other locations(s) within the same LATA will be provided from this Tariff.

B3.1.2 Application

The rates and charges specified herein apply for all IntraLATA Private Line services provided by the Company.

B3.1.3 Rate Categories

A. Following are the basic rate categories, which apply to Private Line service.

1. Local Channels
 - a. A local channel provides for a communications path between a designated customer premises and the service wire center of that premises. One local channel charge applies per channel termination.
 - b. When service is provided by non-wire center connected channels, a non-wire center connected channel charge applies in lieu of local channel charges.
2. Interoffice Channels

This rate category provides for the transmission facilities between serving wire centers associated with two customer premises, between serving wire centers associated with a customer premises and a Company hub, or between two Company hubs.

Interoffice mileage is portrayed in mileage bands. A flat rate and a rate per mile applies to each band. For method of determining mileage, see B3.3.3.A.
3. Non-Wire Center Connected Channels Served Direct channels are provided on a direct basis and are limited to one airline mile in length. These Channels will be provided only at the option of the Company.
4. Optional Features and Functions

This rate category provides for features and functions which may be added to a 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 the performance characteristics, which may be obtained. This category includes a. and b. following:

 - a. Hub Functions

A hub is a Company designated wire center where bridging or multiplexing functions are performed i.e., connecting three or more customer premises in a multipoint arrangement or channelizing analog or digital services requiring a lower capacity or bandwidth.
 - b. Provides for such things as signaling, conditioning, bridging, etc.

B3. CHANNELS

B3.1 PROVISION OF SERVICE (Cont'd)

B3.1.4 Service Configurations

- A. There are two types of service configurations, which can be provided. These are described as follows:
1. Two-Point Service
A two-point service connects two customer premises either directly through a serving wire center(s) or through a Company hub where additional functions are performed. A two-point service may utilize non-wire center connected channels only at the option of the Company
 2. Multipoint Service
 - a. Multipoint service connects three or more customer premises through a Company hub.
 - b. There is no limitation on the number of mid-links available with multipoint service. However, when more than three mid-links are provided in tandem, the quality of the service may be degraded. A mid-link is a channel between hubs (i.e. bridging locations).
 - c. Voice Grade (Series 2000) Multipoint Channel services for data use have a limit of 6 two-wire facility type local channels or 20 four-wire facility type local channels when used with customer-provided station equipment.
 - d. The types of service available for multipoint applications are designated in the service descriptions set forth in B3.2 following.¹

B3.1.5 Special routing of IntraLATA Channels

- A. The private line services furnished in this Tariff are provided over such routes as the Company may elect.
- B. Special routing is involved where, in order to comply with requirements specified by the customer, the Company furnishes the private line service in a manner which includes one or both of the following conditions:
1. Where two or more private lines must be furnished over different physical routes.
 2. Where a private line must be furnished on a route, which avoids specified geographical locations.
- C. When special routing of services is furnished to a customer, the rates will be determined on an individual case basis.

B3.2 Service Descriptions

B3.2.1 Voice Grade Service – Series 2000

- A. Series 2000 voice grade service provides for voice and/or data communications on a two point or multipoint basis for service 7 days per week, 24 hours per day, for a minimum period of one month. These channels may also be furnished on a link (partial channel) basis when connected to services such as Dedicated DS1 Service (formerly known as AT&T's MegaLink) channel service. Channels, which provide Tie Line Service, will not be furnished to connect a flat rate system with a message rate system. The transmission characteristics and various type of services furnished within this Series are described in B. and C. following.

Note 1: The channels for use in multipoint arrangements are types 1204, 1205, 2230, 2435, 2463, 2464 and 6210 through 6217.

B3. CHANNELS

B3.2 Service Descriptions (Cont'd)

B3.2.1 Voice Grade Service – Series 2000 (Cont'd)

B. Basic parameters and specifications for Series 2000 voice grade service are described for the end to end operation as follows:

Basic Parameters	For Speech Application	For Data Application
Net Loss	Local Channels used with terminal equipment: Limit as specified in the following Local Channel descriptions. Losses or gains present in CPE have not been included.	
DC Resistance	Local Channel limit as specified in the following Local Channel descriptions. Does not imply or guarantee end to end DC continuity.	
Frequency Error	Plus or Minus 5 Hz	Plus or Minus 5 Hz
Frequency Response 300-3000 Hz 500-2500 Hz	(Referenced to 1000 Hz Loss) -3dB to + 12dB -2dB to +8Db	-3dB to +12dB -2dB to 8dB
Envelope Delay Distortion 800-2600 Hz	Not Controlled	Less than 1750 Microseconds
C-Notched Noise (with a -13dBm0 1000Hz Test Signal)	Not Controlled	Noise level 24dB below signal level
Impulse Noise	Not Controlled	15 Counts in 15 minutes at a threshold of 6dB below a -13dBm0 rms 1000 Hz signal
Phase Jitter Non-Linear	Not Controlled	10 degrees peak to peak
2 nd Order Distortion	Not Controlled	25dB below signal level
3 rd Order Distortion	Not Controlled	30dB below signal level

C. Transmission parameters for voice grade service are described following:

1. Type 2230 (2001/2101) – A two-wire interface with effective two-wire facilities engineered for a 1004 Hz net loss of 0 to 10dB. Generally furnished for voice transmission – Private Line Telephone, Mobile Radio Telephone, or Supervisory Control Use. Multipoint service may be provided at charges specified in section B3.4.4.A. following.
2. Type 2231 (2012/2112) – A two-wire interface with two or four-wire facilities engineered for a 1004 Hz net loss of 0dB to 4.5dB. This is generally used for PBX (or similar system) main or extension station services. Signaling is required for this service.
3. Type 2432 (2014/2114) – A two or four-wire interface with effective four-wire facilities engineered for tie line service use between PBX's or customer-provided communications systems. Signaling is required for this service.
4. Type 2434 (2015/2115) – A two or four-wire interface for connection to the serving wire center where loop facilities are not required. This channel is suitable for tie line service (with E&M signaling) between Centrex Type Services and may be connected with Type 2432 local channels.

B3. CHANNELS

B3.2 Service Descriptions (Cont'd)

B3.2.1 Voice Grade Service – Series 2000 (Cont'd)

5. Type 2435 – A four-wire interface with effective four-wire facilities engineered for a 1004 Hz net loss of 0 to 16dB. Generally furnished for voice transmission. Multipoint service may be provided at charges specified in B3.4.4.A. following.
6. Type 2260 (2021/2121) – A two-wire¹ interface with effective two-wire facilities engineered for a 1004 Hz net loss of 16dB. Generally used in the provision of low speed (1200 baud or less) half duplex data services.
7. Type 2261 (2040/2140) – A two-wire interface with effective two-wire facilities engineered for use in Telemetry/Alarm Bridging Service (TABS).
8. Type 2462 (2041/2141) – A four-wire interface with effective four-wire facilities engineered for use in Telemetry/Alarm Bridging Service (TABS).
9. Type 2463 (2020/2120) – A four-wire interface with four-wire facilities engineered for a 1004 Hz net loss of 16dB. Generally used in the provision of analog data services. Multipoint service may be provided at charges specified in B3.4.4.A. following.
10. Type 2464 (2022/2122) – A two-wire interface with four-wire facilities engineered for a 1004 Hz net loss of 16dB. Generally used in the provision of analog data services. Multipoint service may be provided at charges specified in B3.4.4.A. following.

D. Signaling Arrangements

1. Off Premises Stations
 - a. For use with PBX (or similar system) off-premises channels for terminal equipment. Signaling arrangements are furnished for grandfathered and registered PBX (or similar) systems in accordance with Part 68 of the FCC Rules and Regulations or for customer-provided communications systems not subject to Part 68 of the FCC Rules and Regulations.
 - Type A – Furnished for use with Class A PBX (or similar) system station ports capable of operations over loops with resistance in the range of 0-199 ohms.
 - Type B – Furnished for use with Class B PBX (or similar) system station ports capable of operations over loops with resistance in the range of 200-899ohms.
 - Type C – Furnished for use with Class C PBX (or similar) system station ports capable of operations over loops with resistance in the range of 900 ohms or more.
 - b. For connections to registered or grandfathered PBX (or similar) system equipment, the customer must specify the equipment capability for use with Type A, B, or C Signaling Arrangements.
2. Tie Lines
 - a. E&M signaling is provided for use with tie line channels with E&M signaling interfaces. Signaling Arrangements are furnished for grandfathered and registered PBX's in accordance with Part 68 of the FCC Rules and Regulations or for customer-provided communications systems not subject to Part 68 of the FCC Rules and Regulations.
 - An E&M Signaling Arrangement is required for each tie line termination, operating in a Dial Repeating mode, at a customer's premises with a registered PBX.
 - An E&M Signaling Arrangement is required for each tie line termination at a customer's premises with grandfathered PBX's when the tie line is arranged with an E&M signaling interface.
 - An E&M Signaling Arrangement is not required with Types 2432 and 2434 channels for additions to or for new installations of grandfathered PBX equipment when not arranged with an E&M signaling interface.
 - An E&M Signaling Arrangement is required for each Type 2432 or 2434 channel termination at a customer's premises with a customer-provided communications system not subject to Part 68 of the FCC Rules and Regulations when arranged with an E&M signaling interface.

E. Telemetry/Alarm Bridging Service (TABS)

1. Regulations
 - a. This Tariff section contains the regulations applicable for Telemetry/Alarm Bridging Service (TABS)
 - b. Except as otherwise specified following the regulations contained herein are in addition to the regulations found in other sections of this Tariff.
 - c. TABS requires the use of equipment as specified herein and Type 2261 or 2462 voice grade local channels described in C. preceding.
 - d. Terminal equipment provided by the customer for use with TABS must meet specifications for such customer-provided equipment found in other sections of this Tariff.
 - e. No more than 128 remote stations may be connected to a master station over an individual Split Band Active Bridge.
 - f. In Split Bank Active Bridging arrangements, secondary bridges must be directly connected to the primary bridge via mid-link channels. Secondary bridges cannot be connected through other secondary bridges to allow additional layers of tandeming.

Note 1: Transmission data characteristics can only be met and guaranteed for the two-wire interface when the airline distance from the serving wire center to the customer's premises is one mile or less and the interoffice channel is not greater than 4 airline miles between service wire centers.

Effective: January 3, 2012

B3. CHANNELS

B3.2 Service Descriptions (Cont'd)

B3.2.1 Voice Grade Service – Series 2000 (Cont'd)

- E. Telemetry/Alarm Bridging Service (TABS) (Cont'd)
 - 1. Regulations (Cont'd)
 - g. Secondary bridges, utilized in Split Band Active Bridging arrangements, reduce the two-wire remote station capacity of the primary bridge. The initial secondary bridge reduces the primary bridge capacity by twelve two-wire remote station connections. Each subsequent secondary bridge reduces the primary bridge capacity by four additional two-wire remote station connections.
 - h. Standard multipoint bridging charges as provided in other sections of this Tariff are not applicable to TABS.
 - i. Access over four-wire master station channels for Split Band Active Bridging is provided using a Type 2462 local channel.
 - j. Access over remote station channels is provided through a Type 2261 local channel and through the appropriate channel connection as contained in B3.4.4.A.1.c. following. Interconnection of remote stations located outside the serving wire center where the bridge to which they are to be connected is located will require interoffice channels at charges contained in B3.4.3 of this Tariff.
 - k. Access over each four-wire mid-link channel for Split Band Active Bridging is through voice grade interoffice channels at charges contained in B3.4.3. of this Tariff. Additionally, mid-link channel connections are required as described in B3.4.4.A.1.c. following.
 - 2. Service Description
 - a. Telemetry/Alarm Bridging Service is a multi-station, voice frequency, private line service designed to provide connections between a master station and a number of remote stations simultaneously. Direct transmission between remote stations is not intended. This service is intended for application in multipoint, voice frequency, data or tone signaling arrangements with transmission at rates up to 400 baud.
 - b. TABS is provided in the following arrangement:
Split Band, Active Bridging – A bridging arrangement providing for a four-wire (master station or mid-link channel) frequency split common port and multiple two-wire (remote station) ports intended for application in multipoint, voice frequency, data or tone signaling arrangements. Two-way (polling) communication between the master station and each remote station is intended.

B3.2.2 Reserved for Future Use

B3.3 Rate Regulations

B3.3.1 Types of Rates and Charges

- A. The two types of rates and charges are monthly rates and nonrecurring charges and are described as follows:
 - 1. Monthly Rates
 - Monthly rates are recurring charges that apply each month or fraction thereof that a service is provided. For billing purposes, each month is considered to have 30 days.
 - Rates applicable to a month-to-month payment option are subject to Company initiated changes.
 - 2. Nonrecurring Charges
 - Nonrecurring Charges are one-time charges that apply for a specific work activity. The three types of nonrecurring charges that apply are installation of service, installation of features and functions and service rearrangements.

B3. CHANNELS

B3.3 Rate Regulations (cont'd)

B3.3.1 Types of Rates and Charges (cont'd)

2. Nonrecurring Charges (cont'd)
 - a. Installation of Service

Nonrecurring charges apply for each service terminated at the customer's premises. For the installation of local channels when more than one of the same type of service, between the same locations, for the same customer is ordered and installed at the same time, one at each location is billed at the First Service Installed rate and the others are billed at the Additional Service Installed rate. If additional services are installed at a later date, then the First Service Installed rate and the Additional Service rate would apply to those services regardless of what service already existed.

The nonrecurring charges for the Installation of Services are set forth in B3.4 following as Nonrecurring Charges for the Local Channel and Interoffice Channel rate elements.

Nonrecurring charges apply for the installation of features and functions available with the various services. For some features and functions there is a lower charge if installed coincident with the service and a higher charge if installed subsequent to the service. The "Initial" nonrecurring charge applies when the feature or function is installed at the same time as the service is installed. If the feature or function is installed after the service is established, then the "Subsequent" nonrecurring charge applies.
 - b. Service Rearrangements
 1. Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at a customer premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts. Changes in the physical location of the point of termination are treated as moves and are charged for as set forth in B3.3.2.
 - The charge to the customer for the service arrangement is dependent on whether the change is administrative only in nature or involves actual physical change to the service.
 - Administrative changes will be made without charge(s) to the customer. Such changes require the continued provision and billing of the Private Line Service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the service). Administrative changes are as follows:
 - Change of customer name (i.e., the customer of record does not change but rather the customer of record changes name).
 - Change of customer or customer's 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).
 2. All other service rearrangements will be charged for as follows:
 - If the change involves the addition of an optional feature or function which has a separate nonrecurring charge, that nonrecurring charge will apply.
 - If the change involves changing the type of signaling on a voice grade service the subsequent, nonrecurring charge will apply for the new type signaling. The charge will apply per service termination affected.
 - For all other changes, including a change of the customer of record involving no physical changes to the service provided or the addition of optional features without separate nonrecurring charges, a charge equal to a local channel rate element nonrecurring charge will apply. Only one such charge will apply per service, per change.

B3.3.2 Moves

- A. A move involves a change in the physical location of one of the following:
 1. The point of interface at the customer premises.
 2. The customer's premises.

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B3. CHANNELS

B3.3 Rate Regulations (cont'd)

B3.3.2 Moves (cont'd)

- B.** 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.
1. **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 the nonrecurring (i.e., installation) charge for the affected service termination at the customer's premises. There will be no change in the minimum period requirements. If a move is made at the same time a service rearrangement is made, the total charge will never exceed a full nonrecurring charge for the basic service.
 2. **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 at the new location. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

B3.3.3 Mileage Measurements

- A.** When station locations of a private line service are located in different wire center serving areas, interoffice channel charges apply. Charges are based on the direct airline distance measured between the serving wire centers. Mileage is determined in accordance with the following:
1. Obtain the "V" and "H" coordinates for each wire center, as listed in the National Exchange Carrier Association Tariff FCC No. 4.
 2. Obtain the difference between the "V" coordinates of the two wire centers. Obtain the difference between the "H" coordinates. (The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.)
 3. Square each difference obtained in 2. preceding.
 4. Add the squares of the "V" difference and the "H" difference obtained in 3. preceding.
 5. Divide the sum of the squares obtained in 4. preceding by 10.
 6. Obtain the square root of the result obtained in 5. preceding. This is the rate distance in miles. (Fractional miles being considered as full miles.)

EXAMPLE: The rate distance is required between City One and City Two.

	V	H
City One	7260	2083
City Two	7364	1865
Difference	104	218
Squared	10,816 + 47,524 = 58,340	
	58,340 divided by 10 = 5834	
Square root of	5834 = 76.38 = 77 Airline Miles	

- B.** When a private line is furnished over facilities, which the Company elects to provide on a direct basis and is not routed through a central office, one two-point channel charge, will apply. The arrangement is limited to channels not more than one airline mile in length.
- C.** On a multipoint circuit, each channel connecting a hubbing wire center with a serving wire center or a hubbing wire center with another hubbing wire center or a serving wire center with another serving wire center is considered a separate channel for which a mileage charge is independently computed. The total charge for a multipoint channel is the combination of individual legs that connect all points and results in the lowest charge. Bridging charges apply when three or more channels connect at the same location.
- D.** For Series 1000 and 2000 channels the customer may specify the sequence in which the service points are to be connected in which case the rate mileage is the shortest airline mileage determined in accordance with paragraph C. preceding which will connect the wire centers of the service points in the specified sequence.

Effective: January 3, 2012

B3. CHANNELS

B3.4 Rates and Charges

B3.4.1 Local Channels

- A. Voice Grade
Per point of termination
1. Voice

	Monthly Rate	Nonrecurring Charge	
		First	Additional
Type 2230	\$151.20	\$448.80	\$145.20
Type 2231	151.20	448.80	145.20
Type 2432	227.00	521.40	184.80
Type 2434	35.00	204.60	99.00
Type 2435	227.00	481.80	165.00
Type 2261	176.30	745.80	303.60
Type 2462	209.90	732.60	290.40

2. Data

	Monthly Rate	Nonrecurring Charge	
		First	Additional
Type 2260	\$176.30	\$534.60	\$198.00
Type 2463	227.00	534.60	198.00
Type 2464	227.00	534.60	198.00

B3.4.2 Non-Wire Center Connected Channels¹

- A. Served Direct
1. Not routed via the central office, limited to one airline mile or less

	Monthly Rate	Nonrecurring Charge	
		First	Additional
Series 2000	\$ 35.50	\$627.00	\$217.80

Note 1: Nonrecurring charges are described in B3.3.1.A.

B3. CHANNELS

B3.4 Rates and Charges

B3.4.3 Interoffice Channels^{1,2}

- A. Fixed and Mileage Charges applicable
1. Voice Grade Service – Series 2000

	Fixed Monthly Charge	Monthly Charge Per Mile	Nonrecurring Charge Per Channel
(a) 1 thru 8 Miles	\$ 176.30	\$ 9.60	\$ 117.48
(b) 9 thru 25 Miles	176.30	9.60	117.48
(c) Over 25 Miles	176.30	9.60	117.48

B3.4.4 Optional Features and Functions¹

- A. Bridging
Bridging charges are applicable where more than two Local Channels, or one or more Local Channels and more than one Interoffice Channel, or more than one Local Channel and one Interoffice Channel are bridged or hubbed at the same wire center.
1. Voice Grade Service – Series 2000
a. Voice Bridging
1. Per Port

	Monthly Rate	Nonrecurring Charge
(a) Two-Wire (Type 2230)	\$ 29.00	\$ 40.92
(b) Four-Wire (Type 2435)	29.00	40.92
b. Data Bridging 1. Per Port		
(a) Four-Wire (Types 2463 and 2464)	41.50	44.88
c. Telemetry and Alarm Bridging – Split Band Active Bridging 1. Common Equipment, per central office		
(a) First bridging shelf, capacity of 48 two-wire connections	152.70	375.00
(b) Additional bridging shelf, capacity of 56 two-wire connections installed subsequent to the first bridging shelf.	148.30	340.00
(c) Additional bridging shelf, capacity of 56 two-wire connections installed at the same time as the first bridging shelf.	50.90	210.00
2. Channel connections, per channel connected		
(a) Remote station channel connection	2.90	33.00
(b) Mid-link channel connection, first channel	12.29	46.00
(c) Mid-link channel connection, subsequent channels	10.50	46.00

Note 1: Nonrecurring charges are described in B3.3.1.A.

Note 2: For method of determining mileage, see B3.3.3.A.

B3. CHANNELS

B3.4 Rates and Charges (cont'd)

B3.4.4 Optional Features and Functions (Cont'd)

B. Signaling Arrangements

Signaling arrangements are provided at the customer's option to arrange channels for suitable signaling. Signaling is required on all off-premises extension channels and tie line channels associated with PBX (or similar) systems.

1. Per Local Channel

	Monthly Rate	Nonrecurring Charge Initial	Subsequent
(a) Ringdown-Manual ¹	\$ 34.30	\$ 55.44	\$ 277.20
(b) Ringdown-Automatic ¹	33.50	21.12	91.80
(c) E&M Type ²	32.80	60.72	250.80
(d) Type A (0-199 ohms) ³	15.40	58.08	184.80
(e) Type B (200-899 ohms) ³	15.40	56.76	184.80
(f) Type C (900 or more ohms) ³	2.60	14.52	184.80

C. Conditioning (Voice Grade Services)

- Conditioning provides more specific transmission characteristics for data services. There are two types of C-conditioning in addition, one type of D-conditioning, each with different technical specifications. C-Type conditioning controls attenuation distortion and envelope delay distortion. D-Type conditioning controls the signal to C-notched noise ratio and inter-modulation distortion. Conditioning is charged for on a per Local Channel basis for two-point and multi-point service. For two-point services the parameters apply to each service. For multipoint services, the parameters apply to any path between any two-service points.
- The types and description of the available conditioning options are as follows:

Type Conditioning	Frequency Response Specifications	Envelope Delay Distortion Specification
C1(two-point or multipoint)	300-2700 Hz, -2dB to +6dB. 1000-2400 Hz, -1dB to +3dB.	1000-2400 Hz, less than 1000 microseconds
C2 (two-point or multipoint)	300-3000 Hz, -3dB to +12dB. 300-3000 Hz, -2dB to +6dB. 500-2800 Hz, -1dB to +3dB.	1000-2600 Hz, less than 500 microseconds 600-2600 Hz, less than 1500 microseconds 500-2800 Hz, less than 3000 microseconds
	C-Notched Noise	Non-Linear Distortion 2nd Order 3rd Order
D1 (two-point)	Noise level 28dB below below signal level	Distortion Distortion 35dB below 40dB below signal level signal level

- When a channel is equipped with Type D1 conditioning and is utilized for voice communications, the Company does not undertake to represent that the channel will be suitable for such voice transmission.

Note 1: For use with Type 2230 and 2435 services.

Note 2: For use with Type 2432 and 2434 services.

Note 3: For use with Type 2231 service.

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B3. CHANNELS

B3.4 Rates and Charges (cont'd)

B3.4.4 Optional Features and Functions¹ (Cont'd)

4. C-Type Conditioning
 - a. C-Type Conditioning is available for Types 2463 and 2464.
 1. C-Types of Conditioning per Local Channel

	Monthly Rate	Nonrecurring Charge	
		Initial	Subsequent
(a) C1-Type	\$ 2.70	\$ 13.20	\$ 113.52
(b) C2-Type	2.70	29.04	125.40

5. D-Type Conditioning
 - a. D-Type Conditioning is available for Types 2463 and 2464.
 1. D-Type Conditioning per Local Channel

(a) D1-Type	\$.60	\$ 21.12	\$ 118.80
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Note 1: Nonrecurring charges are described in B3.3.1.A

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.1 General

B4.1.1 Contents

Section **B4** contains the regulations, rates and charges applicable to the provision of Company services which require:

- Special Construction
- Additional Engineering, Labor and Miscellaneous charges
- Special Routing of Facilities
- Specialized Service or Arrangements
- Contract Service Arrangements

B4.1.2 Explanation of Terms

ACTUAL COST

The term "Actual Cost" denotes all identifiable costs applicable to the specific case of special construction, plus prorated cost of items used in common with other facilities minus estimated net salvage.

ESTIMATED COST

The term "Estimated Cost" denotes the estimated costs applicable to the specific case of special construction of facilities plus estimated prorated cost of items used in common with other facilities, minus estimated net salvage.

EXCESS CAPACITY

The term "Excess Capacity" denotes a quantity of facilities requested by a customer, which is greater than that which the Company would construct to fulfill the customer's order for service.

FACILITIES

The term "Facilities" denotes any cable, poles, conduit, microwave or carrier equipment, wire center distribution frames, central office switching, computers (both hardware and software), business machines, etc., utilized to provide (1) the services offered under this Tariff or (2) the services provided by a customer for his own use.

FIVE (5) YEAR FORECAST

The term "Five (5) Year Forecast" denotes a projection of the maximum number of cable pairs the customer will require over a five-year period that is mutually agreed upon by the customer and the Company. This is normally the Initial Liability Period.

INITIAL LIABILITY PERIOD

The term "Initial Liability Period" (ILP) denotes a written agreement with the Company and the customer on the quantity of cable pairs to be provided and the length of time in which the customer expects to place the cable pairs in service.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.1 General (Cont'd)

B4.1.2 Explanation of Terms (Cont'd)

MAXIMUM TERMINATION LIABILITY (MTL) CHARGE

The term "Maximum Termination Liability Charge" denotes the maximum amount of money for which the customer is liable in the event all services or facilities ordered in a special construction case are discontinued before a specified period of time.

MTL PERIOD

The term "MTL Period" denotes the length of time the customer is liable for a termination charge in the event the specially constructed facilities are terminated. The MTL period is equal to the average account life of the telephone facilities provided. When the construction involves multiple classes of plant with differing lives, the MTL period is equal to the weighted average of the account lives involved in the special construction case.

NET SALVAGE

The term "Net Salvage" denotes the estimated scrap, sale, or trade-in value, less the estimated cost of salvage. Cost of salvage includes the costs of demolishing, tearing down, removing, or otherwise disposing of the material and any other applicable costs. Because the cost of removal may exceed salvage, facilities may have negative net salvage.

NONRECOVERABLE COST

The term "Nonrecoverable Cost" denotes the cost of providing for the specially constructed facilities for which the Company has no foreseeable use should the customer terminate service.

OTHER TELEPHONE COMPANY

The term "Other Telephone Company" denotes a company engaged in the business of furnishing public switched network telephone exchange service and which is not the **[issuing company]**.

PERMANENT FACILITIES

The term "Permanent Facilities" denotes facilities that are expected to remain in place for the normal service life of the plant.

RECOVERABLE COST

Either the term "Recoverable Cost" denotes the cost of providing for the specially constructed facilities for which the Company has a foreseeable reuse, in place or elsewhere should the customer terminate service.

SPECIAL CONSTRUCTION

The term "Special Construction" denotes a series of tariff regulations that are designed to protect the Company from undue risk associated with specially constructed facilities and allows the Company to recover excessive investments incurred by the construction of facilities that will carry services currently offered on a general basis in a service tariff. These regulations are also designed to prevent undue subsidizations of specially constructed facilities by the general body of ratepayers.

SUBSCRIBERS IN GENERAL

The term "subscribers in general", as used in this Tariff, is to be interpreted to include those cases where a new construction is required to serve two or more customers.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.1 General (Cont'd)

B4.1.2 Explanation of Terms (Cont'd)

TEMPORARY FACILITIES

The term "Temporary Facilities" denotes facilities used to provide service to a customer where it is known before installation of the newly placed facility that the facilities will be relocated or removed prior to the normal service life of the plant.

TERMINATION CHARGE

The term "Termination Charge" denotes the portion of the Maximum Termination Charge that is applied as a nonrecurring charge when all services are discontinued prior to the expiration of the specified liability period.

UNDERUTILIZATION CHARGE

The term "Underutilization Charge" denotes an obligation, incurred by a customer, which is designed to reimburse the Company for the annual costs of a portion of specially constructed facilities when the customer's actual use of those facilities is less than 70% of the amount of use forecasted or ordered by the customer.

B4.2 Special Construction

B4.2.1 General Regulations

A. Application

1. Special Construction consists of a series of tariff regulations that are designed to protect the Company from undue risk associated with special constructed facilities and allows the Company to recover excessive investments incurred by the construction of facilities that will carry services currently offered on a general basis in a service tariff. These regulations are also designed to prevent undue subsidizations of specially constructed facilities by the general body of ratepayers.
2. When special construction of facilities is required, the provisions of this Tariff apply in addition to all regulations, rates and charges set forth in the appropriate service tariff. All applicable provisions set forth in this Tariff will be implemented by a written agreement prepared by the Company and signed by the customer.
3. The regulations, rates and charges applicable for special construction of Company facilities, which are used to provide services under this Tariff, are as follows.

B. Conditions Requiring Special Construction

1. Special construction is required when suitable facilities are not available to meet a customer's order for service and/or mutually agreed upon facility forecast and one or more of the following conditions exist:
 - The Company has no other requirement for the facilities constructed at the customer's request;
 - The customer requests that service be furnished using a type of facility, or via a route, other than that which the Company would otherwise utilize in furnishing the requested service;
 - The customer requests the construction of more facilities than required to satisfy his initial order for service; and submits a mutually agreed upon facility forecast;

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.2 Special Construction (Cont'd)

B4.2.1 General Regulations (Cont'd)

B. Conditions Requiring Special Construction (Cont'd)

1. (Cont'd)

- The customer request construction to be expedited resulting in added cost to the Company;
- The customer request that temporary facilities be constructed;
- The cost to construct line extension facilities for an individual subscriber when the cost exceeds the estimated five-year exchange revenue.
- The term "customer" as used in the preceding context also includes those entities/businesses, which, due to the nature of their business operations, may create a requirement to terminate a concentration of network facilities at said entities' operational centers. Such facilities may be individually ordered by and billed to separate customers who are patrons of the entities and typically utilize the facilities to avail themselves of the entities' services. Examples of such entities or businesses include, but are not limited to Telephone Answering Services. Alarm Central Terminal Locations and Specialized Mobile Radio Systems and Radio Common Carriers.

C. Ownership of Facilities

1. Unless otherwise specified in this Tariff, the Company retains ownership of all specially constructed facilities even though the customer may be required to pay special construction charges.

D. Interval to Provide Facilities

1. Based on available information and the type of service ordered, the Company will establish an objective date for the installation of necessary facilities. The date will be established on an individual case basis and provided to the customer. The Company will make every reasonable effort to assure that the date is met. However, shortage of components, personnel or other factors may lengthen the installation interval.
2. If the scheduled completion date cannot be met due to circumstances beyond the control of the Company, a new completion date will be established and the customer will be notified. The amount of interest accrued on all prepaid items will be credited to the customer's account for any delays that could have been circumvented by the Company.

E. Special Construction Involving Interstate and Intrastate Facilities

1. When special construction involved facilities used to provide both interstate and intrastate services, charges for the portion of the construction used to provide intrastate service shall be in accordance with this Tariff. Charges for the portion of the construction used to provide interstate service shall be in accordance with Northeast Florida Telephone Companies interstate tariff.

F. Charges of Other Companies

1. Charges and/or Maximum Termination Liabilities for special construction of facilities provided by another company are developed by the other company and may be applied under this Tariff on the other company's behalf.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.2 Special Construction (Cont'd)

B4.2.2 Liabilities, Charges and Payments for Special Construction

A. General

1. The various charges and payments that apply when the Company provides special construction of facilities in accordance with a customer's specific request are described as follows. The customer must provide the Company with written approval of all liabilities and charges prior to the start of construction. If more than one condition requiring special construction is involved, charges for each condition apply.

B. Payment of Charges

1. Payment is due upon presentation of a bill for the specially constructed facilities. To safeguard its interest during construction, the Company will require the customer to make an advance payment for the portion of the estimated cost of the special construction for which the customer is subject to a nonrecurring charge. Partial payments will be requested as costs are incurred and will be credited to the customer's account. No special construction charges paid to the customer are refundable except as provided under Section B4.2.2.D.3.

C. Start/End Billing

1. When the facilities are provided, billing of recurring charges for specially constructed facilities starts on the contract service date or the in-service date, whichever is earlier. Billing accrues through and includes the day that the specially constructed facilities are discontinued. Monthly charges will normally be billed one month in advance.

D. Development of Liabilities and Charges

1. The customer has the option of having the liabilities and charges billed based on either estimated or actual costs. Costs, as used in this context, may include one or more of the items specified in B4.5.1 following. Estimated costs will be billed unless the customer notifies the Company of the selection of the actual cost option in writing prior to the start of special construction.
2. Under the estimated cost option, special construction liabilities and charges are developed based on estimated costs and will be specified in the written agreement between the customer and the Company.
3. Under the actual cost option, if all actual costs are not available prior to the start of service, estimated special construction charges will be specified in the written agreement between the customer and the Company. As soon as the actual costs, including cost of preparation and processing are subsequently determined, the estimated charges will be adjusted to reflect the actual costs.

E. Types of Contingent Liabilities

1. In Special Construction cases that involve recurring charges as described in B4.2.2.F.2. following, one or both of two categories of contingent liabilities will apply. These liabilities, (1) Maximum Termination Liability (MTL) and (2) Underutilization Liability (UL) are described as follows.
 - a. Maximum Termination Liability and Termination Charge is a liability against the customer for whom facilities were constructed. If the customer prematurely discontinues the use of the facilities, the liability will be converted into a termination charge if it is determined at the time of disconnect that the facilities are not reusable.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.2 Special Construction (Cont'd)

B4.2.2 Liabilities, Charges and Payments for Special Construction (Cont'd)

E. Types of Contingent Liabilities (Cont'd)

1. (Cont'd)

a. (Cont'd)

- (1) A Maximum Termination Liability is equal to the non-recoverable costs associated with specially constructed facilities and is the maximum amount, which could be applied as a Termination Charge if all specially constructed facilities were discontinued before Maximum Termination Liability, expires.
- (2) The liability period is equal to the average life of the account associated with the specially constructed facilities. The liability period is generally expressed in terms of an effective and expiration date.
- (3) A Termination Charge is applicable when all services using specially constructed facilities, which have a written and signed agreement for a Maximum Termination Liability, are discontinued prior to the expiration of the liability period. The charge reflects the unamortized portion of the nonrecoverable costs at the time of termination, adjusted for net salvage and possible reuse. Administrative costs associated with the specific case of special construction and any cost for restoring a location to its original condition are also included. A Termination Charge may never exceed the filed Maximum Termination Liability agreed to and signed by the customer in the initial contract.
- (4) The Maximum Termination Liability in the signed agreement is in decreasing amounts at then-year intervals over multiple of then, the last increment will reflect the appropriate number of years remaining.
- (5) Prior to the expiration of each liability period, the customer has the option to (A) terminate the special construction case and pay the appropriate charges, or (B) extend the use of the specially constructed facilities for the new liability period.
- (6) The Company will notify the customer six months in advance of the expiration date of each ten-year liability period. The customer must provide the Company with written notification at least 30 days prior to the expiration of the liability period if termination is elected. Failure to do so will result in an automatic extension of the special construction case to the next liability period at the Maximum Termination Liability amount.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.2 Special Construction (Cont'd)

B4.2.2 Liabilities, Charges and Payments for Special Construction (Cont'd)

E. Types of Contingent Liabilities (Cont'd)

1. (Cont'd)

a. (Cont'd)

- (7) A partial termination of specially constructed facilities will be provided, at the election of the customer. The amount of the Termination Charge associated with such partial termination is determined by multiplying the termination charge, which would result if all services using the specially constructed facilities were discontinued, at the time partial termination is elected, by the percentage of specially constructed facilities to be partially terminated. A new written agreement will be made following a partial termination to list remaining Maximum Termination Liability amounts and the number of specially constructed facilities the customer will remain liable for.

Example:

A customer with a Maximum Termination Liability contract of \$100,000 for 3600 specially constructed facilities requests a partial termination of 900 facilities. The Termination Charge for all facilities, at the time of election, is \$60,000. The partial termination charge, in this example, is \$60,000 x 900/3600, or \$15,000.

- b. Annual Underutilization Liability and Underutilization Charge, as specified in Section B4.2.2.F.2.b. denotes a per unit amount that will be billed annually if less than 70% of the specially constructed facilities are being utilized.
- (1) Prior to the start of special construction, the Company and the customer will agree on (1) the quantity of facilities to be provided, and (2) the length of the planning period during which the customer expects to place the facilities in service. The planning period is hereinafter referred to as the Initial Liability Period (ILP). The ILP is listed in the written agreement with an effective and expiration date.
 - (2) Underutilization occurs only if, at the expiration date of the ILP and annually thereafter, less than 70 percent of the specially constructed facilities are in service per the written agreement at tariff service rates.
 - (3) An annual underutilization liability amount is calculated on a per unit basis (e.g., per cable pair) for each case of special construction. This amount is equal to the annual per unit cost and includes depreciation, maintenance, administration, return, taxes and any other cost identified in the supporting documentation provided at the time the special construction agreement is signed.
 - (4) Upon the expiration of the ILP, the number of underutilized facilities, if any, is multiplied by the annual underutilization liability amount. This product is then multiplied by the number of years (including any fraction thereof) in the ILP to determine the underutilization charge.
 - (5) Annually thereafter, the number of underutilized facilities, if any, existing on the anniversary of the ILP expiration date will be multiplied by the annual underutilization liability amount to determine the underutilization charge for the preceding 12 month period.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.2 Special Construction (Cont'd)

B4.2.2 Liabilities, Charges and Payments for Special Construction (Cont'd)

E. Types of Contingent Liabilities (Cont'd)

1. (Cont'd)

b. (Cont'd)

(5) (Cont'd)

Example:

A customer orders 100 services and the special construction of a 600 pair building riser cable is agreed to, based on the customer's 5 year facility requirements. The ILP, in this example, would be 5 years. The annual underutilization liability is stated in the written agreement at \$2.00 per pair. If 400 pairs were in service at the end of the ILP, there would be an underutilization of 20 pairs, i.e., $420 (70\% \text{ of } 600) - 400 = 20$. The total underutilization charge for the first 5 years would be \$200.00, or \$2.00 per pair x 20 pairs x 5 years.

If 420 pairs are in service at the end of the 6th year, there is no underutilization, i.e., $420 - 420 = 0$.

F. Types of Charges

Nonrecurring and/or Recurring Charges will be applicable for special construction. These categories are described as follows.

1. Nonrecurring Charges

One or more of the following nonrecurring charges will apply for each case of special construction or inquiry for special construction:

- quotation preparation
- case preparation
- termination
- cancellation
- rearrangements and/or removals
- expediting the construction
- optional payment plan
- special routing of supporting structures on private property/pole attachment fees
- service entrance facilities
- temporary facilities

- a. Quotation Preparation Charge – Applicable prior to placing an order for service requiring Special Construction.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.2 Special Construction (Cont'd)

B4.2.2 Liabilities, Charges and Payments for Special Construction (Cont'd)

F. Types of Charges (Cont'd)

1. Nonrecurring Charges (Cont'd)

a. Quotation Preparation Charge – Applicable prior to placing an order for service requiring Special Construction. (Cont'd)

- (1) A Nonrecurring Charge for the preparation of a quotation applies whenever a customer requests a detailed estimate of charges for special construction prior to placing an order for service. The charge includes the costs associated with the development and preparation of the quotation and any applicable receipts and other taxes. The customer will be advised of the charge for quotation preparation and must agree to pay the charge before development of the quotation will commence.

- (2) Application of Charge

If after being advised of the charge, the customer requests the quotation, it will be developed and furnished. A bill for the quotation preparations will be rendered. The quotation is valid for 90 days and will identify all costs associated with the provision of the facilities needed to satisfy the customer's service requirements. The quotation will be considered to be accurate within +/-10 percent of the cost quoted. Any unforeseen extraordinary costs, which might cause a deviation greater than 10 percent, will require additional approval of the customer. The Quotation Preparation Charge is applicable regardless of whether service is ordered by the Customer/Company.

- (3) If the customer cancels the request for a quotation prior to its completion, the customer will be billed the lesser of the amount for:

- the quotation preparation charge, which the customer was advised would apply, or
- the costs incurred, for quotation preparation plus any appropriate taxes through the cancellation date.

- (4) Title or Ownership Rights

The payment of charge for quotation preparation does not assign, confer, or transfer title or ownership rights to proposals or equipment, designed or furnished by the Company. Title and ownership rights for any item developed at the customer's request remains with the Company except as specifically provided by an agreement between all parties.

- b. Case Preparation Charge – Applicable after the customer receives the quote and places an order for service requiring Special Construction.

The charge for case preparation includes the administrative expense associated with preparing the proposal.

This expense includes such items as:

- preparation and processing
- gross receipts and other taxes

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.2 Special Construction (Cont'd)

B4.2.2 Liabilities, Charges and Payments for Special Construction (Cont'd)

F. Types of Charges (Cont'd)

1. Nonrecurring Charges (Cont'd)

c. Termination Charge

A termination charge applies when, at the customer's request, services (unless otherwise specified in the written agreement) provided on specially constructed facilities, which have, specified Maximum Termination Periods, are discontinued prior to the expiration of the liability period.

The charge reflects the unamortized portion of the non-recoverable cost at the time of termination of the specially constructed facilities, adjusted for tax effects, net salvage and possible reuse. Administrative costs associated with the specific case of special construction and any cost for restoring a location to its original condition are also included. Termination charges will never exceed the Maximum Termination Charge.

d. Cancellation Charge

If the customer cancels the order prior to the start of service, a cancellation charge will apply. The charge will include all non-recoverable costs incurred by the Company up to and including the time of cancellation.

e. Rearrangement and/or Removal Charges

When the Company requested to move, change, rearrange or remove existing plant, for which no specific charge is quoted in this Tariff, the person/company at whose request such move or change is made will be required to bear the costs incurred.

Where by statute, ordinance or other legal requirement, existing aerial facilities are required to be relocated underground, the Company will charge the net cost attributable to such relocation to the local exchange subscribers located within the political subdivision or area affected by such statute, ordinance or other legal requirement. This nonrecurring charge, developed by dividing the total rearrangement and/or removal cost by the total number of subscribers affected by the ordinance, would be billed as a one-time charge via the customer's bill. All customers would have the option of paying the full cost upfront or spreading the cost over a specified agreed-to time period via monthly payments.

f. Expediting Charge

An expediting charge applies when a customer requests that construction be completed on an expedited basis and the Company incurs additional cost. The charge is equal to the difference in the estimated cost of construction on an expedited basis and construction without expediting.

g. Optional Payment Plan

All customers will be informed of and may elect to pay an optional nonrecurring charge when requesting special construction of facilities utilizing (1) a type of facilities other than normal, (2) a route other than that which the Company would otherwise utilize in furnishing the requested service, or (3) a service that involved extraordinary conditions or circumstances. Payment of this charge will result in a lower recurring charge for the special construction. This election must be made in writing, before special construction starts.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.2 Special Construction (Cont'd)

B4.2.2 Liabilities, Charges and Payments for Special Construction (Cont'd)

F. Types of Charges (Cont'd)

1. Nonrecurring Charges (Cont'd)

g. Optional Payment Plan (Cont'd)

If this election is coupled with the actual cost option, the optional payment charge will reflect the actual cost of the specially constructed facilities.

If any portion of the specially constructed facilities, for which an optional payment charge has been paid, requires replacement other than that caused by the Company, a charge for replacement will apply. This charge will be at the same ratio as the initial optional payment charge was to the installed cost of the specially constructed facilities. The customer will be notified in writing that the replacement is required. Replacement will not be made without the customer order. If any portion of the facilities subject to the replacement charge fails, service will not be restored until the customer order the replacement.

h. Supporting Structures on Private Property

These charges (when applicable as specified in Section B4.2.5) include the costs of planning and building supporting structure on private property. Supporting structure includes poles, conduit, trenching, backfilling and associated costs. Ownership and maintenance of supporting structure on private property is vested in the customer or property owner.

In cases where the customer or property owner is unable to provide the structure, the Company at its discretion, will perform the work and bill the customer or property owner. Ownership and maintenance of supporting structure on private property is vested in the customer or property owner.

i. Service Entrance Facilities

Entrance facilities include all cable and wire required to reach the normal network interface. When, at the request of the property owner or customer, a special route, network location, network arrangement or duplicate facility is required, a nonrecurring charge will apply equal to the additional cost above that which would have normally been incurred if the special route, location or arrangement was not required. These costs can be billed on an actual or estimated basis in accordance with B4.2.2.D.

j. Temporary Facilities

Special Construction is considered to be "temporary" when one of the following conditions exists:

- The facilities are constructed to provide service to a customer for less than the minimum service period or less than one month, whichever is longer.
- The facilities are constructed and it is known in advance that the newly placed plant will be relocated or removed prior to the end of the normal service life of the plant.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.2 Special Construction (Cont'd)

B4.2.2 Liabilities, Charges and Payments for Special Construction (Cont'd)

F. Types of Charges (Cont'd)

1. Nonrecurring Charges (Cont'd)

j. Temporary Facilities (Cont'd)

If a customer desires to change, the service requested from temporary to permanent, such a change will be permitted if the request is made before any initial payment for the temporary service is received by the Company. The customer is liable to any nonrecurring charges for the construction of temporary facilities that cannot be reused or transferred to the permanent facilities. If the permanent facilities cannot be reused then a contract for underutilization and maximum termination charge will apply for the permanent facilities in addition to Quotation and/or Case Preparation Charges, and any recurring charges associated with the special construction.

The nonrecurring charge for temporary facilities includes all nonrecoverable costs associated with the placement and removal of such facilities.

2. Recurring Charges

a. Recurring charges will always apply for the following conditions:

- (1) When a customer uses fewer facilities (i.e. cable pairs) than originally forecasted (Underutilization Charge).
- (2) When a customer orders more facilities (i.e. cable pairs) than required to satisfy the demand projected in the Initial Liability Period (Excess Capacity Charge).
- (3) When a customer requests a facility route or type other than that which the Company would utilize to provide a service (Charge for route or type other than normal).
- (4) When a customer's request results in the Company is leasing transmission or other equipment from private vendors to provide service (Lease Charge).
- (5) When a customer requests service that involves extraordinary conditions (Excess Cost).

b. Underutilization Charge

An underutilization charge will apply at the end of the Initial Liability Period if less than 70% of the cable pairs placed is being utilized. The charges are calculated as outlined in B4.2.2.E.1.b.

c. Excess Capacity Charge

An excess capacity charge applies when the customer requests more cable pairs be placed than are required to satisfy the demand projected in the Initial Liability Period. The charge is based on the estimated cost per cable pair times the excess number of cable pairs requested. The charge applies monthly beginning with the contract service date until the customer orders service to be activated on 70% of the cable pairs placed. The Excess Capacity Charge will not apply to cable pairs identified in the forecasted amount.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.2 Special Construction (Cont'd)

B4.2.2 Liabilities, Charges and Payments for Special Construction (Cont'd)

F. Types of Charges (Cont'd)

2. Recurring Charges (Cont'd)

d. Charge for Route or Type Other Than Normal

When the customer requests special construction using a route or type of facilities other than that which the Company would normally use, a monthly recurring charge is applicable. The charge is the difference between the estimated recurring costs of the specially constructed facilities and the estimated recurring costs of the facilities the Company would normally use. The charge will be no greater than the recurring costs of the specially constructed facilities.

If the customer has elected the actual cost option, the Recurring Charge will be adjusted to reflect the actual cost of the new construction when the cost is determined. This adjusted Recurring Charge is applicable from the start of service.

e. Lease Charge

A monthly and/or nonrecurring lease charge applies when the Company leases equipment (e.g., portable microwave equipment) in order to provide service to meet the customer's requirements. The amount of the charge is the total added cost to the Company caused by the lease.

f. Excess Costs

When a customer requests service that involves extraordinary conditions or circumstances and the anticipated 5-year revenue to be derived is not sufficient to support the cost associated with the service provision, then a monthly recurring charge is applicable in A5.4.1. The customer may also elect an optional payment charge as outlined in F.1.g. preceding with this condition.

B4.2.3 Deferral of the Start Of Service

A. General

The customer may request the Company to defer the start of service on specially constructed facilities for a cumulative period of no more than eighteen months. If the deferral exceeds eighteen months, the special construction case is considered to be cancelled and cancellation charges apply. Requests for deferral must be in writing and are subject to the following regulations:

B. Construction Has Not Started

If the Company has not incurred any costs (e.g., engineering and/or installation) before receiving the customer's request for deferral, no charge applies other than the Quotation Preparation and/or Case Preparation Charge. However, the original quotation is subject to Company review at the time of reinstatement to determine if the original charges are still valid. Any change in charges require the concurrence of the customer in writing. Additional Quotation Preparation and Case Preparation Charges will also apply.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.2 Special Construction (Cont'd)

B4.2.3 Deferral of the Start Of Service (Cont'd)

C. Construction Has Started But Is Not Complete

If the construction of facilities has started, but has not been completed, before the Company received the customer request for deferral, charges will apply. The charges vary depending on whether all or some of the services ordered are deferred.

1. All Services Are Deferred

When all service involving special construction are deferred, a charge equal to the costs incurred during each month of the deferral applies. Those costs include the recurring costs for that portion of the facilities already completed and any other costs associated with the deferral. The Quotation Preparation Charge and Case Preparation Charge also apply.

2. Some But Not All Services Are Deferred

When some, but not all, service utilizing the specially constructed facilities are deferred, the special construction case will be completed. Underutilization and Maximum Termination Charges will apply in addition to Quotation and Case Preparation Charges, and any recurring charges associated with the special construction.

D. Construction Complete

If the construction of facilities has been completed before the Company received the customer's request for deferral, the Quotation Preparation Charge, Case Preparation Charge, Underutilization and Maximum Termination Charges, as originally determined, and any recurring charges associated with the special construction will apply.

B4.2.4 Construction on Public Highways or Public Rights-of-Way

A. No special construction is applicable for the provision of new network distribution facilities where the facilities are used for subscribers in general. Where facilities are used to serve an individual subscriber, the subscriber will be required to pay recurring and/or nonrecurring construction charges under the following conditions:

1. When five times the annual exchange revenue derived from the services utilizing the facilities is not expected to exceed the cost to construct the facilities.
2. The charge shall be the amount by which the construction cost exceeds the amount of five times the annual exchange revenue.
3. Ownership and maintenance of such facilities is vested in the Company.

B4.2.5 Construction on Private Property Across Which Rights-of-Way and Easements Satisfactory to the Company are Provided Without Cost to the Company

A. No special construction is applicable for the provision of new network distribution facilities where the facilities are used for subscribers in general. Where facilities are used to serve an individual subscriber, the subscriber will be required to pay recurring and/or nonrecurring construction charges under the following conditions:

1. When five times the annual exchange revenue derived from the services utilizing the facilities is not expected to exceed the cost to construct the facilities.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.2 Special Construction (Cont'd)

B4.2.5 Construction on Private Property Across Which Rights-of-Way and Easements Satisfactory to the Company are Provided Without Cost to the Company (Cont'd)

A. (Cont'd)

2. The charge shall be the amount by which the construction cost exceeds the amount of five times the annual exchange revenue.
3. Ownership and maintenance of such circuits on private property is vested in the Company.

B. Supporting structure on private property beyond a mutually agreeable terminating point is the responsibility of the customer.

C. Requests for moves and rearrangements of poles, cables, and distribution terminals will be accommodated on the basis of cost.

D. Service Charges as specified in Section A4 of the General Subscriber Service Tariff will apply to moves or rearrangements of drop wire (aerial or buried). Moves and rearrangements exceeding these limitations will be accommodated on the basis of cost.

E. The regulations for extending service onto residential and commercial properties are detailed following. Where a building or property is mixed residential/commercial the rules for commercial property will apply.

1. Commercial Properties

Property owners and/or subscribers are responsible for the provision of an underground conduit system from a service point designated by the Company to a mutually agreeable termination point inside commercial buildings. The entrance conduit system will include the necessary handholes, pullboxes, pullwires, manholes and other associated structure to enable the Company to install the cable or wire.

Where the terrain or other conditions are such that, in the judgment of the Company, a conduit system will not serve as a feasible entrance method, the property owner or subscriber may open and close a trench to the specifications of the Company; or, at the subscriber's request and Company's discretion, the Company will perform the trenching work and apply appropriate special construction charges.

In areas served by aerial cable, the Company will provide all necessary poles, subject to A. preceding.

B4.3 Additional Engineering, Additional Labor and Miscellaneous Charges

B4.3.1 Additional Engineering

A. Definition and Application

1. Additional engineering is that engineering or engineering consultation requested by the customer as described in a. through c. following. The Company will notify the customer in writing that additional engineering charges as specified in B. following, will apply before any additional engineering is undertaken.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.3 Additional Engineering, Additional Labor and Miscellaneous Charges (Cont'd)

B4.3.1 Additional Engineering (Cont'd)

A. Definition and Application (Cont'd)

1. (Cont'd)

a. Engineering Consultation

Engineering consultation is the securing of technical advice from the Company by the customer not in connection with a specific order, and situations in which the customer requests the Company to provide information or to perform a function, which will entail additional engineering by the Company. This does not include inquiries of a short duration where no significant engineering time is required or inquiries associated with customer service forecasts.

b. Expedited Engineering

Expedited engineering is that time required to meet a customer request for a less than normal engineering design interval.

c. Engineering of Connections with Other Telephone Companies.

Engineering of connection with other telephone companies, if not Concurring Carriers, is the engineering activity of contacting, coordinating and designing with another telephone company, portions of facilities which connect to facilities provided by another telephone company.

B. Charges for Additional Engineering

1. Engineering Consultation, Expedited Engineering and Engineering of Connections with other telephone companies (if not Concurring Carriers).

First Half Hour

Each Additional Half Hour

	Or Fraction Thereof	Or Fraction Thereof
a. Basic rate	\$66.00	\$39.79
b. Overtime rate, outside of normal business hours	\$73.41	\$47.20

B4.3.2 Additional Labor

A. Definition

1. Additional labor is that requested by the customer on a given service as described in a. through f. following. The Company will notify the customer in writing that additional labor charges as specified in B. following, will apply before any additional labor is undertaken.

a. Overtime Installation

Overtime installation is that Company installation effort outside of regularly scheduled working hours.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.3 Additional Engineering, Additional Labor and Miscellaneous Charges (Cont'd)

B4.3.2 Additional Labor (Cont'd)

A. Definition (Cont'd)

1. (Cont'd)

b. Overtime Repair

Overtime repair is that Company maintenance effort performed outside of regularly scheduled working hours.

c. Additional Installation Testing

Additional installation testing is that testing performed by the Company at the time of installation, which is in addition to pre-service acceptance testing. Pre-service testing includes testing for dialing, answering and talking capabilities.

d. Stand By

Stand by includes all time in excess of one-half (1/2) hour during which Company personnel stand by to make coordinated tests on a given service.

e. Testing and Maintenance with Other Telephone Companies

Additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies (if not Concurring Carriers) which is in addition to effort require to test, maintain or repair facilities provided solely by the Company.

f. Other Labor

As agreed by the Company and the customer, additional labor not included in a. through e. preceding may be undertaken.

B. Charges for Additional Labor

1. Overtime Installation or Repair

a. Provided at the same Rates and Charges as the Time and Materials Charge Plan found in Section A4 of the General Subscriber Service Tariff.

2. Additional Installation Testing, Stand By, Testing and Maintenance with other telephone companies (if not Concurring Carriers) or Other Labor.

a. Provided at the same Rates and Charges as the Time and Materials Charge Plan found in Section A4 of the General Subscriber Service Tariff.

B4.3.3 Miscellaneous Charges

A. Trouble Location Charge

1. For Trouble Location Charge see Section B2.6.12.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.3 Additional Engineering, Additional Labor and Miscellaneous Charges (Cont'd)

B4.3.3 Miscellaneous Charges (Cont'd)

- B.** Restoration Priority Charge – Restoration of an out of service facility on a priority basis when a certification under Part 64 of FCC Rules is provided.
1. The Company will arrange a channel service for restoration priority on a receipt of certification in conformance with Part 64, subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations. A charge applies when a request to provide or change a restoration priority is received subsequent to the issuance of an order to establish the service. No charge applies when a restoration priority is discontinued.

**Nonrecurring
Charge**

- a. Per Channel Service¹

\$104.02

B4.4 Special Routing of Private Line Channel Services

B4.4.1 Description of Special Routing of Services

- A.** The services provided under this Tariff are provided over such routes as the Company may elect. Special routing is involved, where, in order to comply with requirements specified by the customer, the Company provides Private Line Channel Service in a manner which includes one or both of the following conditions:
1. Diversity
Where two or more Private Line Services must be provided over not more than two different physical routes.
 2. Avoidance
Where a Private Line Service must be provided on a route, which avoids specified geographical locations.

B4.4.2 Rates and Charges for Special Routing of Services

- A.** The rates and charges for special routing of Private Line Services are as follows and are in addition to all other rates and charges that may be applicable for services provided under this Tariff:
1. Diversity
For each service provided in accordance with paragraph B4.4.A.1 preceding, the rates and charges will be developed on an individual case basis.
 2. Avoidance
For each service provided in accordance with paragraph B4.4.1.A.2 preceding, the rates and charges will be developed on an individual case basis.
 3. Diversity and Avoidance Combined

Note 1: Only one charge is applicable when equipment and its associated channels are arranged to have restoration priority at the same time.

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.4 Special Routing of Private Line Channel Services (Cont'd)

B4.4.2 Rates and Charges for Special Routing of Services (Cont'd)

- A.** The rates and charges for special routing of Private Line Services are as follows and are in addition to all other rates and charges that may be applicable for services provided under this Tariff: (Cont'd)
 - 3. Diversity and Avoidance Combined (Cont'd)

For each service provided in accordance with paragraphs B4.4.1.A.1 and B4.4.1.A.2 preceding, combined, the rates and charges will be developed on an individual case basis.
 - 4. Costs for Diversity and/or Avoidance may include one or more of the following items:
 - a. Labor, engineering and materials
 - b. Supervision
 - c. Operating expenses, e.g., maintenance, administration, etc.
 - d. Return on investment
 - e. Taxes
 - f. Depreciation
 - g. Charges associated with construction provided by another Company
 - h. Charges for securing private rights-of-way
 - i. Charges for securing use of poles and pole line attachments on other company poles
 - j. Equipment or space rental
 - k. Expenses made necessary by damages caused by the customer or his agents
 - l. Any other identifiable associated costs
 - m. Cost for rearrangements and changes
 - n. Supporting structures

B4.5 Special Service Arrangements

B4.5.1 General Regulations

- A.** Special service arrangements (Special Assemblies) may be provided by the Company, at the request of a customer on an individual case basis if such service or arrangements meet the following criteria:
 - 1. The requested service or arrangements are not offered under other sections of this Tariff.
 - 2. The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnishing its other services.
 - 3. The requested service or arrangements are compatible with other Company services, facilities, equipment and its engineering and maintenance practices.
 - 4. This offering is subject to the availability of the necessary Company personnel and capital resources.

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By: Deborah Nobles
Orange Park, Florida

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B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.5 Special Service Arrangements (Cont'd)

B4.5.1 General Regulations (Cont'd)

- B.** Rates, Charges, and additional regulations if applicable, for special service arrangements are developed on an individual case basis, and will include all costs, plus and appropriate level of contribution, associated with the provision of the service.
- C.** Costs for the specialized service arrangements will include one or more of the following items:
 - 1. Labor, engineering and materials
 - 2. Supervision
 - 3. Operating expenses, e.g., maintenance, administration, etc.
 - 4. Return on investment
 - 5. Taxes
 - 6. Depreciation
 - 7. Charges associated with construction provided by another Company
 - 8. Charges for securing private rights-of-way
 - 9. Charges for securing use of poles and pole line attachments on other company poles
 - 10. Equipment or space rental
 - 11. Expenses made necessary by damages caused by the customer or his agents
 - 12. Any other identifiable associated cost
 - 13. Cost for rearrangements and changes
 - 14. Supporting structures

B4.6 Contract Service Arrangements

B4.6.1 General

- A.** When economically practicable, customer specific contract service arrangements may be furnished in lieu of existing tariff offerings provided there is reasonable potential for uneconomic bypass of the Company's services. Uneconomic bypass occurs when an alternative service arrangement is utilized, in lieu of Company services, at prices below the Company's rates but above the Company's incremental costs.
- B.** Rates, Charges, Terms and additional regulations, if applicable, for the contract service arrangements will be developed on an individual case basis, and will include all relevant costs, plus an appropriate level of contribution.
- C.** Costs for the contract service arrangements will include one or more of the following items.
 - 1. Labor, engineering and materials.
 - 2. Operating expenses, e.g., maintenance, administration, etc.
 - 3. Return on investment
 - 4. Taxes

B4. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

B4.6 Contract Service Arrangements (Cont'd)

B4.6.1 General (Cont'd)

- C.** Costs for the contract service arrangements will include one or more of the following items. (Cont'd)
 - 5. Depreciation
 - 6. Any other identifiable associated cost.
- D.** Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in other sections of this Tariff.
- E.** The subscriber and the Company may elect to enter into an agreement where certain rates and/or charges for contract service arrangements are applicable for a fixed period of time. The Company will continue to offer such contract service arrangements without charge in the applicable rates and/or charges unless mutual consent has been reached between the Company and the subscriber to undertake such changes. The Florida Public Service Commission will not adjust contract service arrangement rates and/or charges during this period. At the completion of this period, the agreement may be renewed at the option of the Company and the subscriber. Revised rates and/or charges may apply to any renewed agreement.

B5. DIGITAL NETWORK SERVICE

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Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.1 Dedicated DS1 Service, formerly MegaLink

B5.1.1 General

- A.** Dedicated DS1 Service, formerly MegaLink is furnished for Private Line IntraLATA Communications by the Company.
- B.** Dedicated DS1 Service, formerly MegaLink is a service for the transmission of digital signals only and using only digital transmission facilities.
- C.** Dedicated DS1 Service, formerly MegaLink provides for the simultaneous two-way transmission of isochronous digital signals at DS1 speeds of 1.544 Mbps, where facilities are available.
- D.** To ensure satisfactory operation, the terminal equipment provided by the customer must be compatible with the Dedicated DS1 Service, formerly MegaLink channel facility provided by the Company. Unless specified following, the regulations for Dedicated DS1 Service, formerly MegaLink specified herein apply in addition to the regulations set forth in Section B2. of this Tariff.
- E.** The rates specified for Dedicated DS1 Service, formerly MegaLink in B5.1.3 following contemplate the provision of a digital quality facility utilizing existing interoffice carrier equipment and/or exchange cable facilities compatible with this service. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, a special construction charge as specified in Section B5. of this Tariff will apply in addition to the rates for Dedicated DS1 Service, formerly MegaLink.

B5.1.2 Regulations

- A.** Description of Service
 - 1. Dedicated DS1 Service, formerly MegaLink is furnished for the simultaneous two-way transmission of serial, Bipolar Return-to-Zero (BPRZ) isochronous digital signals, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format, at a speed of DS1/1.544 Mbps between two-points located within a LATA.
 - 2. Multipoint service is not available.
 - 3. Dedicated DS1 Service, formerly MegaLink is available on a month-to-month basis or under variable rate periods with rates based on lengths of 36 months, 60 months or 84 months, under conditions specified in B2.4 of this Tariff. If the customer does not select a new contract option or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.
 - 4. Connection of DS1/1.544 Mbps communications systems provided by others may be made on a permissive basis as provided for in Section B2. The Company does not represent its Dedicated DS1 Service, formerly MegaLink as adapted for such connections, and shall not be responsible for the through transmission of signals, or the quality of such transmission on such connections.
 - 5. A Channel Service Unit (CSU) or appropriate Termination Equipment (TE) provided by the customer is required at a customer's or authorized user's premises to perform such functions as:
 - proper termination of the service
 - amplification
 - signal shaping
 - remote loop-back
 - 6. The design, maintenance and operation of Dedicated DS1 Service, formerly MegaLink contemplates communications originating and terminating as (1) a customer premises to customer premises channel via the Company's Serving Wire Center, (SWC) - and/or through remote SWCs; (2) a customer premises to the Serving Wire Center - and/or to remote SWCs - partial channel (link); or (3) a central office to central office (interoffice) partial channel (link).
 - 7. Dedicated DS1 Service, formerly MegaLink may also be furnished on a link (partial channel) basis when connected to MultiServ service, MultiServ PLUS service, Centrex service 1, Dedicated DS1 Service, formerly MegaLink Plus service, Dedicated DS1 Channel Service, formerly MegaLink channel service, and/ or another Dedicated DS1 Service.
 - 8. All appropriate rates specified in other tariff sections are in addition to the monthly rate per package or single channel for Dedicated DS1 Service, formerly MegaLink specified in this Tariff.

B5. DIGITAL NETWORK SERVICE

B5.1 Dedicated DS1 Service, formerly MegaLink (Cont'd)

B5.1.2 Regulations (Cont'd)

B. Definitions

CHANNEL SERVICE UNIT

The term "Channel Service Unit" (CSU) denotes equipment provided by the Customer to terminate a digital facility on the customer or user's premises.

DS1

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment.

DIGITAL LOCAL CHANNEL

The term "Digital Local Channel" denotes a path for Dedicated DS1 Service, formerly MegaLink furnished from the customer's premises to their Serving Wire Center.

INTEROFFICE CHANNEL

The term "Interoffice Channel" denotes a path (or paths) for digital transmission between Company Serving Wire Centers within a LATAs. An interoffice channel may be furnished in such manner as the Company may elect.

C. Application of Rates

5. Digital Local Channels furnished between a Serving Wire Center and the customer's premises will be charged at rates based on the first 1/2 mile and each additional 1/2 mile for the airline distance measured between the customer's premises and their Serving Wire Center.
6. Interoffice Channels furnished between Central Offices will be charged at rates based on airline distance between the Central Offices.
7. Dedicated DS1 Service, formerly MegaLink is available on a month-to-month basis or under variable rate periods with rates based on lengths of 36 months, 60 months, or 84 months under conditions specified in the Channel Services Payment Plan in B2.4 of this Tariff except as modified following. Contract rate increases are subject to the stipulations of 4. following.
8. Dedicated DS1 Service, formerly MegaLink rates under contract will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or as of the service order application date will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.
9. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to fifty percent (50%) of the following: the number of months remaining in the contract times the monthly rate provided under the contract. However, Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in B2.4.9.A.11. preceding, or for customer requested changes of service under CSPP to Fast Packet Transport Services under the Fast Packet Transport Services Payment Plan subject to the provisions set forth in B2.4.9.A.4.b.
10. Airline distance between Company Central Offices shall be developed using the methodology found in B3.3.3 of this Tariff. Fractional mileage shall be rounded up to the next full mile.

D. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to Dedicated DS1 Service, formerly MegaLink when such connection is made in accordance with the provision specified in 2., 3., and 4. following.
2. Responsibility of the Company
 - a. The responsibility of the Company shall be limited to the furnishing and maintenance of Dedicated DS1 Service, formerly MegaLink to a network interface on the customer's premises where provision is made for the connection of local service.
 - b. The Company shall not be responsible for installation, operation or maintenance of any terminal equipment or communications systems provided by a customer. Dedicated DS1 Service, formerly MegaLink is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities the responsibility of the Company shall be limited to the furnishing of facilities suitable for Dedicated DS1 Service, formerly MegaLink and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
 - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission

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B5. DIGITAL NETWORK SERVICE

B5.1 Dedicated DS1 Service, formerly MegaLink (Cont'd)

B5.1.2 Regulations (Cont'd)

D. Connections (Cont'd)

2. Responsibility of the Company (Cont'd)

b. (Cont'd)

The reception of signals by such equipment or systems, or damage to terminal equipment or communications systems provided by a customer or authorized user due to testing.

c. The Company shall not be responsible to the customer if changes in any of the facilities, operations or procedures of the Company utilized in the provision of Dedicated DS1 Service, formerly MegaLink render any facilities or equipment provided by a customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.

d. The Company undertakes to maintain and repair the facilities, which it furnishes. The customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without prior written consent of the Company.

3. Responsibilities of the Customer

a. The customer is responsible for installing and testing his premises equipment or facilities to insure that when they are connected to Dedicated DS1 Service, formerly MegaLink such equipment or facilities are operating properly.

b. The operating characteristics of the customer premises equipment or facilities shall be such as to not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment provided by a customer does not: endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon notice that the equipment provided by a customer is causing or is likely to cause such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.

c. The customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the customer will be responsible for all expenses incurred in changes to his premises equipment.

d. The customer shall be responsible for payment of a Trouble Location Charge, as set forth in Section B2. of this Tariff, for visits by the Company to the premises of the customer where the service difficulty or trouble report results from the use of equipment or facilities provided by the customer.

4. Connection of Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems.

a. The following provisions will apply:

1) Customer-Provided Terminal Equipment and/or Customer-Provided Communications Systems may be connected at the premises of the customer, to Dedicated DS1 Service, formerly MegaLink.

2) The customer, by use of its own derivation equipment, may create digital bit streams from a Dedicated DS1 Service, formerly MegaLink and such equipment may be connected for transmission of such bit streams when connected thru a customer-provided CSU/TE.

3) The undertaking of the Company is to furnish Dedicated DS1 Service, formerly MegaLink as ordered. The customer is required to provide the CSU/TE as specified in d. following.

b. Connections to Other Services Furnished by the Company to the Same Customer Dedicated DS1 Service, formerly MegaLink furnished by the Company may be connected by the customer to another service or to other services furnished by the Company as specified in D.2. and 3. preceding. Connected services are subject to all rules and regulations governing the provisioning of those services.

c. Connections to other services furnished by the Company to different customers the customer may connect at the premises of the customer to another Dedicated DS1 Service, formerly MegaLink or other services furnished by the Company to different customers as specified in D.2. and 3. preceding. Connected services are subject to all rules and regulations governing provisioning of those services.

d. Connection of Channel Service Units

A Channel Service Unit (CSU) or appropriate Termination Equipment (TE) must be provided by the customer to connect a Company-provided digital facility. In accordance with Part 68 of the FCC's Rules and Regulations, new grandfathered CSU/TEs may be connected, moved, and reconnected until June 30, 1987. After this date only registered and previously connected grandfathered CSU/TEs may be connected to Company-provided digital facilities.

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B5. DIGITAL NETWORK SERVICE

B5.1 Dedicated DS1 Service, formerly MegaLink (Cont'd)

B5.1.2 Regulations (Cont'd)

E. Features

1. Clear Channel Capability

- a. Clear Channel Capability (CCC) is an arrangement that alters a DS1/1.544 Mbps signal with unconstrained information bits.
- b. CCC is provided on Dedicated DS1 Service, formerly MegaLink channels between two customer-designated premises, from a customer premises to their Serving Wire Center or Node Central Office and/or to a remote Serving Wire Center or Node Central Office, and from a Central Office to a Central Office, and is subject to the availability of facilities. This optional feature may be ordered at the same time the Dedicated DS1 Service, formerly MegaLink channel is ordered, or it may be ordered as an additional feature of an existing Dedicated DS1 Service, formerly MegaLink channel.
- c. When providing CCC via a DS3/44.736 Mbps High Capacity channel, that DS3 channel must be designated, in Company records, as having Clear Channel Capability prior to the provisioning of a DS1/1.544 Mbps High Capacity channel with CCC. Customers must agree to out-of-service periods required to add this feature to an existing Dedicated DS1 Service, formerly MegaLink channel to be optioned for B8ZS.

F. Payment Arrangements and Credit Allowance

1. The minimum period for which Dedicated DS1 Service, formerly MegaLink is furnished and for which charges are applicable is one month.
2. Suspension of service is not allowed.
3. When Dedicated DS1 Service, formerly MegaLink is interrupted due to causes other than negligence of the customer, or to the failure of facilities or equipment furnished by the customer, a credit allowance will be made upon request for the portion of service affected. For the purpose of determining the amount of allowance, every month is considered to have 30 days. All credit allowances shall begin from the time of notice by the customer to the Company, and will end when the service is operative. No credit is allowed for interruption to service of less than 30 minutes. Interruptions of 30 minutes or more are credited to the customer at the proportionate monthly rate in half-hour multiples for each half-hour, or major fraction thereof, of interruption. A customer must report the outage in order to receive service outage credit. The total credit received in any month shall not exceed the monthly rate for the service.

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B5. DIGITAL NETWORK SERVICE

B5.1 Dedicated DS1 Service, formerly MegaLink (Cont'd)

B5.1.3 Rates and Charges

A. A Digital Local Channel is furnished between a Serving Wire Center and the customer's premises. Rates are based on the airline distance between the Serving Wire Center and the customer's premises.

1. Digital Local Channel, each

	Nonrecurring Charge	Month To Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(a) First 1/2 Mile	\$350.00	\$202.10	\$95.05	\$95.05	\$95.05
(b) Each additional 1/2 Mile, or fraction thereof		80.70	43.00	41.00	39.00

B. Interoffice Channels are furnished between Central Offices. Rates are based on the airline distance between Central Offices.

1. Interoffice Channel, each channel 0-8 miles¹²³

	Nonrecurring Charge	Month To Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(a) Fixed Monthly Rate	\$100.00	\$118.30	\$59.75	\$59.75	\$59.75
(b) Each Airline Mile, or fraction thereof		53.10	23.00	21.00	17.00

2. Interoffice Channel, each channel 9-25 miles¹²³

(a) Fixed monthly rate	100.00	118.30	59.75	59.75	59.75
(b) Each airline mile or fraction thereof		49.40	22.00	20.00	16.00

3. Interoffice Channel, each channel over 25 miles¹²³

(a) Fixed monthly rate	100.00	118.30	59.75	59.75	59.75
(b) Each airline mile or fraction thereof		47.60	20.00	17.00	15.00

C. Clear Channel Capability is furnished on a per Dedicated DS1 Service, formerly MegaLink channel basis.

1. Per Dedicated DS1 Service, formerly MegaLink channel optioned as:

	Monthly Rate	Nonrecurring Charge	Initial	Subsequent
(a) Superframe Format (SF)	\$-		\$-	\$655.00
(b) Extended Superframe Format (ESF)	-		-	655.00

D. Move Charge

A move charge, per Dedicated DS1 Service, formerly MegaLink channel, applies for each Digital Local Channel moved to a new location in the same building. This move charge is equal to the sum of the Digital Local Channel Nonrecurring Charge, Service Change Charge - Inside Moves, and Premises Visit Charge. A move charge, per Dedicated DS1 Service, formerly MegaLink channel under CSPP, applies for each Dedicated DS1 Service, formerly MegaLink moved to a new location in Company territory within the same state. This move charge is equal to the sum of all nonrecurring charges applicable to a new Dedicated DS1 Service, formerly MegaLink channel installation at the new location.

Note 1: Contract lengths are flexible to allow customer choice of payment period per B2.4.9.

Note 2: Dedicated DS1 Service, formerly MegaLink Plus service, specified in B5.9, references rates and charges for this rate element.

Note 3: Refer to B3.3.3 for mileage measurement methodology.

B5. DIGITAL NETWORK SERVICE

B5.1 Dedicated DS1 Service, formerly MegaLink (Cont'd)

B5.1.3 Rates and Charges (Cont'd)

E. Service Connection Charges

1. Service Establishment Charges are applicable, for each Dedicated DS1 Service, formerly MegaLink ordered, for receiving and recording information and/or taking action in connection with a customer's request, and processing the necessary data. These charges include engineering design, common centralized testing and coordination.
2. Service Change Charges are applicable for receiving and recording information and/or taking action in connection with a customer's Inside Move or transfer of service responsibility request, for processing the necessary data on an existing Dedicated DS1 Service, formerly MegaLink. A Service Change Charge is applicable for each Dedicated DS1 Service, formerly MegaLink associated with the customer request (in lieu of a Service Establishment Charge).
3. Premises Visit Charges are applicable, per Digital Local Channel, for the termination of a channel at a customer's premises or for inside moves. Only one Premises Visit Charge applies when more than one channel service of the same type is terminated or moved at the same premises at the same time.
4. Connection charges are applicable for the connection and testing of Digital Local Channels and/or Interoffice Channels. The charges applied are those nonrecurring charges contained in A. and B. preceding.
5. Charges for Dedicated DS1 Service, formerly MegaLink
 - a. Service Establishment Charge
 - (1) Per Dedicated DS1 Service, formerly MegaLink
 - b. Service Change Charge
 - (1) Per Dedicated DS1 Service, formerly MegaLink
 - c. Premises Visit Charge
 - (1) Per Digital Local Channel or for an Inside Move

Nonrecurring
Charge
\$575.00

(a) Each

(a) For Inside Moves, each

(b) Per Transfers of Responsibility, each

(1) Per Digital Local Channel or for an Inside Move

(a) Per Visit

350.00

50.00

40.00

Note 1: Refer to B5.1.2.A.7 of this Tariff for description of Dedicated DS1 Service, formerly MegaLink.

Note 2: This charge is applicable to additional stations subsequently installed in a building.

B5. DIGITAL NETWORK SERVICE

B5.2 Digital Data Circuit, formerly Synchronet Service

B5.2.1 General

- A.** Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service is furnished for IntraLATA Communications by the Company.
- B.** The service is provided for the transmission of digital signals only and is furnished only via digital transmission facilities.
- C.** Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service provides for the simultaneous two-way transmission of synchronous digital signals at speeds of 2.4, 4.8, 9.6, 19.2, 56, and 64 Kbps between customer locations where appropriate digital facilities for this service are available as determined by the Company.
- D.** Multipoint Service, Secondary Channel capability and/or Data Over Voice Channel may not be available in all Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service locations.
- E.** To ensure satisfactory operation, the terminal equipment provided by the customer must be compatible with the channel facility provided by the Company.
- F.** Unless specified following, the regulations for Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service specified herein applies in addition to the regulations set forth in Section B2 preceding.
- G.** The rates specified for Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service are in B5.2.3 following. The Company will provide a digital facility over existing interoffice carrier equipment and/or transmission facilities compatible with Digital Data Circuit, formerly Synchronet service. If new equipment and facilities or changes to existing facilities are required to provide for Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service, a special construction charge based on the cost incurred to make the changes may apply in addition to these rates.
- H.** Digital Data Circuit, formerly Synchronet service is available on a month-to-month basis or under contract plans as described in B5.2.2.E. following.

B5.2.2 Regulations

A. Description of Service

1. Service is furnished for the simultaneous two-way transmission of digital signals at synchronous rates of 2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps between two or more points located within a LATA. These channels may also be furnished on a link (partial channel) basis 2 when connected to FlexServ service, Dedicated DS1 Service, formerly MegaLink service, and/or SMARTRing service.
2. Service is furnished for duplex operation only.
3. A minimum initial service period of 3 months is required.
4. The design, maintenance and operation of Digital Data Circuit, formerly Synchronet service contemplates communications originating or terminating at stations of the customer. While connections to communications systems provided by others may be made on a permissive basis as provided for in Section B2, the Company does not represent this service as adapted for such connections, and shall not be responsible for the through transmission of signals, or the quality of such transmission on such connections.
5. A Channel Service Unit provided by the customer is required at a customer's premises to perform such functions as:
 - proper termination of the service
 - amplification
 - signal shaping
 - remote loop-back

B. Definitions

CHANNEL SERVICE UNIT

The term "Channel Service Unit" (CSU) denotes equipment provided by the customer to terminate a digital facility on the customer's or Other Common Carrier's premises.

DATA OVER VOICE CHANNEL

The term "Data Over Voice Channel" denotes a digital data channel derived from a two-wire local exchange facility that transmits voice and data signals simultaneously. A Data Over Voice Channel is provided at the speed of 9.6 Kbps and is furnished between a wire center and the demarcation point on the customer's premises over the customer's existing local exchange facility. The Data Over Voice Channel option may be used in lieu of a Digital Local Channel. Terminal equipment to support the Data Over Voice Channel must be provided by the customer.

B5. DIGITAL NETWORK SERVICE

B5.2 Digital Data Circuit, formerly Synchronet Service (Cont'd)

B5.2.2 Regulations (Cont'd)

B. Definitions (Cont'd)

DIGITAL INTEROFFICE CHANNEL

The term "Digital Interoffice Channel" denotes a path (or paths) for digital transmission between a Serving Wire Center and Node Central Office, or between Node Central Offices, within a LATA. An interoffice channel may be furnished in such manner as the Company may elect.

DIGITAL LOCAL CHANNEL

The term "Digital Local Channel" denotes a path for Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service furnished from the Serving Wire Center to the customer's premises.

MULTIPOINT SERVICE

The term "Multipoint Service" denotes a service, which provides communications capability between more than two private line station locations by means of a bridging or hubbing arrangement. For the provision of Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service, the bridging or hubbing arrangement shall be located at the Node Central Office.

NODE CENTRAL OFFICE

The term "Node Central Office" denotes that physical location the Company has designated as a test, maintenance and monitoring center to service one or more Serving Wire Centers. There may be more than one Node Central Office within a LATA.

SECONDARY CHANNEL

The term "Secondary Channel" denotes the offering of a companion digital transmission capability over the same physical facility as the primary channel at a lower bit rate. The customer must provide terminal equipment required to support secondary channel capability.

SERVING WIRE CENTER

The term "Serving Wire Center" denotes the local telephone central office assigned to subscribers in a well-defined area. The Company as a Node Central Office may further designate a Serving Wire Center.

C. Method of Applying Rates

1. A Digital Local Channel is furnished between a Serving Wire Center and the customer's premises.
2. Node Terminations are applied to each termination within the Node Central Office. A charge is applicable for each Local Channel and/or Digital Interoffice channel connected within a Node Central Office.
3. A Digital Interoffice Channel will be required when a Digital Local Channel originates from a Serving Wire Center that is not a Node Central Office. The rate is based on airline mileage, or fraction thereof, between the Serving Wire Center and the Node Central Office.
4. A Digital Interoffice Channel will be required between Nodes when a customer has a requirement to connect premises located in separate Nodal Service Areas. The rate is based on airline mileage, or fraction thereof, between Node Central Offices. 2

Note 1: When customer premises terminations are located in wire centers assigned to different primary nodes, digital interoffice channel mileage will be calculated from each serving wire center to its assigned primary node, and digital interoffice channel mileage will also be calculated for the distance between the two primary nodes in the routing sequence.

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B5. DIGITAL NETWORK SERVICE

B5.2 Digital Data Circuit, formerly Synchronet Service (Cont'd)

B5.2.2 Regulations (Cont'd)

C. Method of Applying Rates (Cont'd)

5. Airline distance between Company central offices shall be developed using methodology and Vertical (V) and Horizontal (H) coordinates contained in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4. Fractional mileage shall be rounded up to the next full mile. Mileages are calculated as described in B3.3.3.A. of this Tariff.
6. A Data Over Voice Channel at 9.6 Kbps is available as an optional feature and may be used in lieu of a 9.6 Kbps Digital Data Circuit, formerly Synchronet service Digital Local Channel. The customer must also subscribe to a compatible two-wire local exchange line (e.g., business exchange line). This two-wire exchange line and its associated rates and charges are in addition to the Data Over Voice Channel rates and charges. Node Termination charges apply per Data Over Voice Channel. Interoffice Channel mileage charges apply between the customer's serving wire center and the Node Central Office if the customer's serving wire center is not a Node Office. A Data Over Voice Channel may be used in a two-station arrangement and a multipoint arrangement.

D. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service when such a connection is made in accordance with the provision specified in 2. and 3. following.
2. The responsibility of the Company shall be limited to the furnishing and maintenance of service to a network interface on the customer's premises where provision is made for the connection of local service. The customer is responsible for installing and testing his premises equipment, facilities to insure that when they are connected with the Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service such equipment, or facilities are operating properly.
3. The customer responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the customer will be responsible for all expenses incurred in changes to his premises equipment.
4. The customer shall be responsible for payment of a Trouble Location Charge, as set forth in Section B2 of this Tariff, for visits by the Company to the premises of the customer where the service difficulty or trouble report results from the use of equipment or facilities provided by the customer.
5. Connection of Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems.
 - a. The following provisions will apply:
 - (1) Customer-Provided Terminal Equipment, Customer-Provided Communications Systems may be connected at the premises of the customer, or user to Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service.
 - (2) The customer or user, by use of its own derivation equipment, may create digital bit streams from Digital Data Circuit, formerly Synchronet service. Such equipment may be connected for transmission of such bit streams when connected thru a customer-provided CSU.
 - b. Connections to Other Services Furnished by the Company to the Same Customer

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B5. DIGITAL NETWORK SERVICE

B5.2 Digital Data Circuit, formerly Synchronet Service (Cont'd)

B5.2.2 Regulations (Cont'd)

D. Connections (Cont'd)

5. Connection of Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems
 - b. Connections to Other Services Furnished by the Company to the Same Customer Digital Data Circuit, formerly Synchronet service as furnished by the Company may be connected to another service or to other services furnished by the Company as specified following:
 - (1) At the premises of the customer to Series 2000 analog data channels furnished under the rates and regulations of this Company's Tariff.
 - c. Connections to other services furnished by the Company to different customers Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service as furnished by the Company to a customer may be connected at the premises of the customer or user to other services furnished by the Company to different customers as specified in D.2. preceding.
 - d. Customer provided terminal equipment for the data over voice channel must be compatible with the Company provided terminating equipment at the central office.
6. Responsibility of the Company
 - a. The Company shall not be responsible for installation operation or maintenance of any terminal equipment or communications systems provided by a customer or user. Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service is not represented as adapted to the use of such equipment or system. Where such equipment or system is connected to Company facilities the responsibility of the Company shall be limited to the furnishing of facilities suitable for Digital Data Circuit, formerly Synchronet service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
 - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in such transmission or
 - the reception of signals by such equipment or systems, or damage to terminal equipment or communications systems provided by a customer or authorized user due to testing.
 - b. The Company shall not be responsible to the customer or user if changes in any of the facilities, operations or procedures of the Company utilized in the provision of Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service render any facilities or equipment provided by a customer or user obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
 - c. The Company undertakes to maintain and repair the facilities, which it furnishes. The customer or user may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without prior written consent of the Company.
 - d. The Company has set a design objective of 99.5% error free seconds of operations at all speeds with Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service. This objective does not apply when the Data Over Voice Channel option is used in a circuit design.
 - e. The Data Over Voice Channel is provided subject to the availability of appropriate network facilities and equipment and subject to the transmission limitations of facilities and equipment used by the Company.
 - f. The Company is authorized to provide Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service for use in application testing subject to the regulations set forth in B2.1.16. Up to three each of Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service local channels, node channel terminations, interoffice channels and bridging service rate elements may be utilized in a typical applications test configuration. The Company is authorized to deviate from this average in order to fully participate in an application test with a customer, which cannot otherwise be performed to the customer's satisfaction.

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B5. DIGITAL NETWORK SERVICE

B5.2 Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service (Cont'd)

B5.2.2 Regulations (Cont'd)

E. Contract Plans

1. Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service offered under contract plan periods as described in a. and b. following.
 - a. Twenty-four to forty-two month contract plan - payment periods may be selected from twenty-four months to forty-two months.
 - b. Forty-three to sixty-month contract plan - payment periods may be selected from forty-three to sixty months.
2. The contract plans are available under conditions specified in the Channel Services Payment Plan in B2.4 of this Tariff except as follows. Increases under contract rate plans are subject to the stipulations of 3, following.
3. Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service rates under contract plans will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or when the Company is notified in writing of the subscriber's choice of payment period options, will be applicable until the contract plan expires except as specified in B2.4.9. At the expiration date of the customer's payment period option, the customer may select a new payment period option at the current rates. If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.
4. A Termination Liability Charge is applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan except as specified in b. following. However, Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in B2.4.9.A.11 preceding. The Termination Liability Charge is fifty percent (50%) of the following: the contracted monthly rate times the number of months in the contract plan, less the contracted monthly rate times the number of months the service has been installed. An example is provided in a. following.
 - a. A customer subscribes to Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service using the twenty-four to forty-two month payment plan. The actual duration of the contract plan is for thirty months. The subscriber terminates the service after twelve months. The total liability charge is thirty months times the monthly rate. The amount is then reduced to reflect the number of months the subscriber has had the service, which in this example is twelve months. Therefore, the Termination Liability Charge is fifty percent (50%) of that amount calculated as follows:
Termination Liability Charge = $.50 \times [(30 \text{ months} \times \text{monthly rate}) - (12 \text{ months} \times \text{monthly rate})]$
 - b. A Termination Liability Charge will not be applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan for customer requested changes to a higher order of service covered by the Channel Services Payment Plan as specified in B2.4.9.A.4.b, or customer requested changes to services not covered by the Channel Services Plan that are offered by the Company under a contract payment plan provided that the applicable conditions set forth in B2.4.9.A.4.b are satisfied.

F. Payment Arrangements and Credit Allowance

1. The minimum period for which service is furnished and for which charges are applicable is 3 months.
2. Suspension of service is not allowed.
3. When service is interrupted due to causes other than the negligence of the customer or user, or the failure of facilities furnished by the customer or user, a credit allowance will be made upon request for the portion of the service, which is affected. For the purpose of determining the amount of allowance every month is considered to have 30 days and only those stations on the interrupted portions of a service shall be considered in determining the number of stations affected. All such credit allowances shall begin from the time of notice by the customer or user to the Company that an unsatisfactory performance level has occurred, provided that the customer or user promptly releases the service as requested by the Company to perform testing and maintenance.
 - a. Interruptions of less than three hours - no credit is applied.
 - b. Interruptions of three hours or over are credited to the customer at the proportionate monthly charge in half-hour multiples for each half-hour or major fraction thereof of interruption.
 - c. Interruption for a period of twenty-four hours or more, credit is allowed for the proportionate part of the monthly charge in multiples of one day for each twenty-four hours or major fraction thereof of interruption for the portion of the service affected by the interruption.

Note 1: Two or more interruptions of 30 minutes or more, during any period up to, but not including 3 hours, shall be considered as one interruption.

B5. DIGITAL NETWORK SERVICE

B5.2 Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service (Cont'd)

B5.2.3 Rates and Charges^{1,2}

A. Service wholly within the same LATA.

1. A Digital Local Channel is furnished between a Serving Wire Center and the customer's premises. The Digital Local Channel charges apply per local channel.

		Nonrecurring Charges		Month To	24 to 42 Months	43 to 60 Months
		First	Additional	Month		
(a)	2.4 Kbps	\$260.00	\$76.00	\$80.40	\$47.00	\$44.50
(b)	4.8 Kbps	260.00	76.00	80.40	47.00	44.50
(c)	9.6 Kbps	260.00	76.00	80.40	47.00	44.50
(d)	19.2 Kbps	260.00	76.00	80.40	47.00	44.50
(e)	56.0 Kbps	260.00	76.00	109.60	62.00	55.00
(f)	64.0 Kbps	260.00	76.00	109.60	62.00	55.00

2. A Node Channel Termination is required at the Company's Node Central Office. Node Channel Termination per local channel, each.

		Nonrecurring Charges		Month To	24 to 42 Months	43 to 60 Months
		First	Additional	Month		
(a)	2.4 Kbps	\$25.00	\$19.00	\$18.90	\$9.00	\$8.50
(b)	4.8 Kbps	25.00	19.00	18.90	9.00	8.50
(c)	9.6 Kbps	25.00	19.00	18.90	9.00	8.50
(d)	19.2 Kbps	25.00	19.00	18.90	9.00	8.50
(e)	56.0 Kbps	25.00	19.00	51.10	25.00	22.00
(f)	64.0 Kbps	25.00	19.00	51.10	25.00	22.00

Note 1: Nonrecurring charges are described in B5.2.4.A.

Note 2: Rates and charges for the Company and all Independent Telephone Companies concurring with the Company's rates. Rates and charges for Indiantown Telephone System may be found in B5.2.6.

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.2 Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service (Cont'd)

B5.2.3 Rates and Charges^{1,2} (Cont'd)

A. Service wholly within the same LATA. (Cont'd)

3. A Digital Interoffice Channel is furnished between a serving wire center and the Node Central Office or between Node Central Offices. Digital Interoffice mileage is portrayed in bands. The appropriate mileage band for calculating interoffice mileage rates is determined by the total length in miles of that interoffice channel. A flat rate and a rate per mile apply to each band³ for each Digital Interoffice Channel provided.

a. Interoffice channel, each channel 0 - 8 miles

(1) Fixed rates applicable

	Nonrecurring Charge	Month To Month	24 to 42 Months	43 to 60 Months
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	\$95.00	\$35.00	\$18.00	\$17.00
(b) 56.0 and 64.0 Kbps	95.00	70.10	33.75	30.00
(2) Each mile or fraction thereof				
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	-	3.40	1.50	1.00
(b) 56.0 and 64.0 Kbps	-	6.90	3.00	2.00

b. Interoffice channel, each channel 9-25 miles

(1) Fixed rates applicable

(a) 2.4, 4.8, 9.6 and 19.2 Kbps	95.00	35.00	18.00	17.00
(b) 56.0 and 64.0 Kbps	95.00	70.10	33.75	30.00
(2) Each mile or fraction thereof				
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	-	3.40	1.50	1.00
(b) 56.0 and 64.0 Kbps	-	6.70	3.00	2.00

c. Interoffice channel, each channel over 25 miles

(1) Fixed rates applicable

(a) 2.4, 4.8, 9.6 and 19.2 Kbps	95.00	35.00	18.00	17.00
(b) 56.0 and 64.0 Kbps	95.00	70.10	33.75	30.00

Note 1: Nonrecurring charges are described in **B5.2.4.A**.

Note 2: Rates and charges for the Company and all Independent Telephone Companies concurring with the Company's rates. Rates and charges for Indiantown Telephone System may be found in **B5.2.6**.

Note 3: Refer to the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4 for mileage measurement methodology and wire center Vertical (V) and Horizontal (H) coordinates.

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.2 Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service (Cont'd)

B5.2.3 Rates and Charge^{1,2}

A. Service wholly within the same LATA. (Cont'd)

3. (Cont'd)³

c. Interoffice channel, each channel over 25 miles (Cont'd)

(2) Each mile or fraction thereof

	Nonrecurring Charge	Month To Month	24 to 42 Months	43 to 60 Months
(a) 2.4, 4.8, 9.6 and 19.2 Kbps	\$ -	\$3.10	\$1.50	\$1.00
(b) 56.0 and 64.0 Kbps	-	6.60	3.00	2.00

B. Optional Features and Functions

1. Multipoint Service, per local or interoffice channel bridged^{4,5}

(a) 2.4, 4.8, 9.6 or 19.2 Kbps	20.00	22.00	13.00	12.00
(b) 56.0 Kbps ⁶	20.00	22.00	13.00	12.00

2. Secondary Channel Capability, per local channel

(a) Each ^{4,5,6,7}	225.00	19.80	14.00	13.00
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B5.2.4 Types of Rates and Charges

A. The two types of rates and charges are monthly rates and nonrecurring charges and are described as follows:

1. Monthly Rates

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

Note 1: Nonrecurring charges are described in B5.2.4.A.

Note 2: Rates and charges for the Company and all Independent Telephone Companies concurring with the Company's rates. Rates and charges for Indiantown Telephone System may be found in B5.2.6.

Note 3: Refer to the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4 for mileage measurement methodology and wire center Vertical (V) and Horizontal (H) coordinates.

Note 4: Not available at all service locations.

Note 5: This option is not available with 64.0 Kbps.

Note 6: This option cannot be provided where 56.0 Kbps repeaters are required for digital local channels.

Note 7: Nonrecurring charge is applicable only if Secondary Channel service is being added subsequent to the installation of basic service.

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.2 Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service (Cont'd)

B5.2.4 Types of Rates and Charges (Cont'd)

A. The two types of rates and charges are monthly rates and nonrecurring charges and are described as follows: (Cont'd)

2. Nonrecurring Charges

Nonrecurring Charges are one-time charges that apply for a specific work activity. The three types of nonrecurring charges that apply are installation of service, installation of features and functions and service rearrangements.

a. Installation of Service

Nonrecurring charges apply for each service terminated at the customer's premises. For the installation of local channels when more than one of the same type of service, between the same locations, for the same customer is ordered and installed at the same time, one at each location is billed at the First Service Installed rate and the others are billed at the Additional Service Installed rate. If additional services are installed at a later date, then the First Service Installed rate and the Additional Service rate would apply regardless of what service already existed.

The nonrecurring charges for the Installation of Services are set forth in B5.2.3.A. preceding.

b. Service Rearrangements

(1) Service rearrangements are changes to existing (installed) services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at a customer premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the point of termination are treated as moves and are described and charged for as set forth in B5.2.5. The charge to the customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves actual physical change to the service.

Administrative changes will be made without charge(s) to the customer. Such changes require the continued provision and billing of the Private Line Service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change but rather the customer of record changes name),
- Change of customer or customer's 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 from Data Phone Digital Service (DDS) to Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service.

(2) All other service rearrangements will be charged for as follows:

- If the change involves the addition of other customer-designated premises to an existing multipoint service, the nonrecurring charge for the local channel rate element will apply. The charges will apply only for the location(s) that is being added.
- If the change involves the addition of an optional feature or function which has a separate nonrecurring charge, that nonrecurring charge will apply.
- Customer required changes of data transmission rate for a Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service, subsequent to initial installation where no premises visit is required, will not be treated as a change of service. One-half of the nonrecurring charges as outlined in B5.2.3.A. and B. will be applicable for these data transmission rate changes.
- For all other changes, including a change of the customer of record involving no physical changes to the service provided or the addition of optional features without separate nonrecurring charges, a charge equal to a local channel rate element nonrecurring charge will apply. Only one such charge will apply per service order, per change.

B5. DIGITAL NETWORK SERVICE

B5.2 Digital Data Circuit, formerly Synchronet Service (Cont'd)

B5.2.4 Types of Rates and Charges (Cont'd)

- A.** A move involves a change in the physical location of one of the following:
1. The point of interface at the customer premises.
 2. The customer's premises.
- B.** 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.
1. **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 the nonrecurring (i.e., installation) charge for the affected service termination at the customer's premises. There will be no change in the minimum period requirements. If a move is made at the same time a service rearrangement is made, the total charge will never exceed a full nonrecurring charge for the basic service.
 2. **To a Different Building**
Moves to a different building, other than addressed in 3. following, will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established at the new location. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.
 3. **Moves of Service(s) under CSPP**
Customer requests for moves of service under CSPP, other than inside moves, will be subject to the conditions stated in B2.4.9.A.11. preceding.

B5. DIGITAL NETWORK SERVICE

B5.3 Dedicated DS1 Channel Service, formerly MegaLink Channel Service

B5.3.1 General

A. Dedicated DS1 Channel Service, formerly MegaLink channel service is an intraLATA digital service, which provides channelization capability for the customer in the Company's central office. Dedicated DS1 Channel Service, formerly MegaLink channel service is provided in packages based on multiple voice grade channel equivalents (DS0) where 24 voice grade channels are equal to a DS1. This service provides local channels and/or interoffice channels for analog voice services such as network exchange access, Foreign Exchange Service, MultiServ service, MultiServ PLUS service station lines, or Centrex service, off-premises stations, tie lines, WATS lines, toll terminals, analog data service, Broadband Exchange Lines and digital data services (at 2.4 Kbps, 4.8 Kbps, 9.6 Kbps, 19.2 Kbps, 56 Kbps, 64Kbps, and Dedicated DS1 Service, formerly MegaLink rates).

B. Channelization is provided by D type channel banks which are offered in various basic system capacities and feature activation types. Individual channel services are made available by selecting the specific feature activation equipment desired in a basic system. The customer may channelize all or part of a Dedicated DS1 Channel Service, formerly MegaLink channel service package to activate voice and data facilities for interconnection with the exchange network, voice grade and data facilities for private line channels, as well as other Dedicated DS1 Channel Service, formerly MegaLink channel services. The customer may also choose not to channelize all or part of a Dedicated DS1 Channel Service, formerly MegaLink channel service package allowing direct connection to other DS1 services as provided in this Tariff or the applicable General Subscriber Service Tariff (GSST).

C. This service is available within a LATA where appropriate digital facilities are available as determined by the Company. Service inquiries will be necessary to determine availability. Special Construction charges for Dedicated DS1 Service, formerly MegaLink will apply as specified in **B5.1** preceding.

D. Individual channels within a Dedicated DS1 Channel Service, formerly MegaLink channel service package may be connected with service offered in other sections of this Tariff and General Subscriber Service Tariff as appropriate. The regulations, rates and charges in this Tariff are applicable for the Dedicated DS1 Channel Service, formerly MegaLink channel service component of the customer's end-to-end service. Single channel service components (non-Dedicated DS1 Channel Service, formerly MegaLink channel service links) are subject to the regulations, rates and charges in their respective tariff sections.

E. The customer may activate any number or combination of channels within a Dedicated DS1 Channel Service, formerly MegaLink channel service package within the limitations set forth in **B5.3.1.F.** following. Channels may be activated coincident with initial service or at any time subsequent to basic system installation. Once activated, a channel is subject to a minimum service period in accordance with the contract terms. Features (channels) activated under month-to-month rates will have a minimum service period of one month.

F. The total number of voice grade equivalent channels activated by the customer may not exceed the capacity of the basic system. Additionally, there are some necessary restrictions in total system capacities where certain types of channel services are channelized. For example, some channelizing equipment for Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service and Dataphone Digital Service channels may require two voice grade equivalent channels per channel provided by the Company. This would reduce a system's stated capacity substantially. The Company will notify the customer when a system's capacity is affected.

G. Central Office channelization generally provides analog to digital conversion to permit individual exchange services and private line channel services to be transported over digital high capacity facilities. In addition, this equipment permits connection to required testing facilities at designated hub or node locations for some digital offerings, such as Digital Data Circuit, formerly Digital Data Circuit, formerly Synchronet Service. This channelization is also intended for use at Company locations where different high capacity digital network links terminate in the same Central Office and must be converted to individual analog or digital channels before individual service links can be cross-connected. System capacities below are provided in groups of 24 voice grade equivalent channels, and are subject to the limits as set forth in **B5.3.1.F.** preceding.

H. Channelization on a customer's premises is provided by the customer. Customer premises channelization equipment, and any other associated network termination equipment, is available through various vendors, including Company, on a detariffed basis. Joint provisioning of channelized services introduces joint responsibilities between the customer and the Company.

1. Responsibilities of the Company:

- a. The Company will endeavor to activate its portion of joint service in a timely manner on the negotiated date to support installation requirements.

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.3 Dedicated DS1 Channel Service, formerly MegaLink Channel Service (Cont'd)

B5.3.1 General (Cont'd)

H. (Cont'd)

1. Responsibilities of the Company: (Cont'd)

- b. The Company will provide the customer with information regarding the type and the manufacturer of Central Office (C.O.) channelization equipment to be used in each application.
- c. The Company will limit its selection of Central Office equipment to avoid operational and administrative difficulties associated with a multi-vendor central office environment.
- d. The Company reserves the right to change its equipment vendors should equipment availability, price or technological advantages make such a change attractive or necessary.
- e. The Company will notify the customer, generally a minimum of six months in advance, of any need to change its central office equipment to allow the customer sufficient time to respond, make any necessary changes, and schedule cooperative testing for cutover if required.
- f. Digital synchronization timing for Dedicated DS1 Channel Service, formerly MegaLink channel service will be provided by the Company.

2. Responsibilities of the Customer:

- a. The customer must be prepared to activate his portion of joint service in a timely manner on the negotiated date, providing testing equipment and personnel to support installation requirements, as may be necessary.
- b. The customer will be responsible for selecting his own equipment. Customer equipment must be compatible with the Company provided channelization at the Central Office.

3. Trouble resolutions:

The Company will assist the customer in resolving any installation or day to day channel service problems. However, the Company does not assume responsibility for the compatibility or suitability of the customer's equipment. Dispatches to customer premises caused by customer equipment troubles will result in Trouble Location Charges to the customer.

I. The technical specifications and standard network interfaces for DS1 and associated channelized services are contained in Channelized DS1 service is available only with D4 channel bank equipment or compatible, equivalent equipment.

J. Emerging technology, such as low bit rate voice multiplexing techniques, may permit additional quantities of individual channels to be channelized on a single DS1 signal. Equipment providing this capability does not generally assure compatibility between different manufacturers. Some equipment may not be suitable for data transmission or tandem network line application. Rates, charges, and availability of this equipment will be negotiated with the customer on an individual case basis.

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE¹

B5.3 Dedicated DS1 Channel Service, formerly MegaLink Channel Service (Cont'd)

B5.3.2 Application of Rates

- A.** Monthly rates as specified in **B5.3.4** following apply for each Dedicated DS1 Channel Service, formerly MegaLink channel service according to the system capacity of voice grade equivalent channels in each package. These rates apply regardless of the number of voice grade circuit equivalents within each package that are actually activated by the customer at a point in time. In addition, rates and charges for associated Dedicated DS1 Channel Service, formerly MegaLink channels in B5.1 of this Tariff are applicable.
- B.** Exchange Network Access is provided for channels within each Dedicated DS1 Channel Service, formerly MegaLink channel service package at the rates and charges specified in B5.3.4 following and apply for each channel within a package that is activated for Exchange Network Access. In addition, with the exception of Foreign Exchange service channels, all applicable regulations, rates, and charges specified in the applicable section of the General Subscriber Service Tariff will apply. For Foreign Exchange service channels, all applicable regulations, rates and charges specified in the applicable section of the General Subscriber Service Tariff will apply.
- C.** Access to Network Access Toll service is provided for channels within each Dedicated DS1 Channel Service, formerly MegaLink channel service package at the rates and charges specified in B5.3.4 following and apply for each channel within a package that is activated for Network Access Toll service. In addition, all applicable regulations, rates, and charges specified in the applicable section of the General Subscriber Service Tariff will apply.
- D.** Rates and charges specified in other tariff sections for services such as Touch-Tone, Custom Calling Service, etc, are in addition to the monthly rate for Dedicated DS1 Channel Service, formerly MegaLink channel services. Also, the rates and charges for other services that may be interconnected or extended beyond the basic Dedicated DS1 Channel Service, formerly MegaLink channel service, such as off-premises stations, tie lines, private lines, etc., are in addition to the rates specified in this Tariff for those portions of channel services necessary to provide end-to-end service. Rates and charges for single Dedicated DS1 Channel Service, formerly MegaLink channels used to connect Dedicated DS1 Channel Service, formerly MegaLink channel services when used as part of the same communications system will be as specified in B5.1 preceding.
- E.** All usual and applicable Service Connection Charges and/or Nonrecurring Charges as specified in other tariffs apply to the activation, move or change of channel equivalents within Dedicated DS1 Channel Service, formerly MegaLink channel service packages as well as for installation of the basic system. Suspension of service is not permitted with Dedicated DS1 Channel Service, formerly MegaLink channel service.
- F.** Dedicated DS1 Channel Service, formerly MegaLink channel service systems and feature activations are available on a month-to-month basis or under variable rate periods with rates based on lengths of 36 months, 60 months, or 84 months under conditions specified in B2.4 except as modified following. Contract rate increases are subject to the stipulations of F. following. All elements of a contract will expire at the same time (be coterminous).
1. Individual exchange network access and private line channel services that are connected to Dedicated DS1 Channel Service, formerly MegaLink channel service are not offered under Dedicated DS1 Channel Service, formerly MegaLink channel service master contract rate stability provisions. They are subject to their standard tariff provisions as appropriate.
- G.** Dedicated DS1 Channel Service, formerly MegaLink channel service rates under contract will not be increased by Company initiative until the contract period expires. Those monthly rates for Basic System Capacity and Feature Activation in effect at the time the service is installed and/or as of the service order application date will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.

B5. DIGITAL NETWORK SERVICE

B5.3 Dedicated DS1 Channel Service, formerly MegaLink Channel Service (Cont'd)

B5.3.2 Application of Rates (Cont'd)

H. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to fifty percent (50%) of the following: the number of months remaining in the contract period times the monthly rate for the Basic System Capacity and Feature Activation which are provided under contract. This is subject to the exemptions of 1. and 2. following.

1. No Termination Liability Charge will be applicable for the Basic System capacity when the customer renegotiates a new contract for the same equipment or larger system at the same location(s) for a period of time greater than the time remaining on the existing contract, subject to contract periods contained in E. preceding.
2. The Termination Liability Charge basis for Feature Activation rates will be fifty percent (50%) of the total monthly rate for the activated features under contract which are being disconnected. All features activated under contract are coterminous with the basic system with which they are associated. Any features subscribed to on a month-to-month basis have a minimum service period of one month and no associated termination charge liability.
3. The Termination Liability charge for moves of Dedicated DS1 Channel Service, formerly MegaLink channel service under CSPP from one location to a different location in Company territory within the same state, with the exception of inside moves, will not apply. Instead, the provisions set forth in B2.4.9.A.11 of this Tariff will apply.

I. Transfer of service responsibility between customers is permitted subject to payment of a transfer Charge as specified in B5.3.4.C.

B5.3.3 Digital Architecture and Definitions

A. Digital Architecture

Dedicated DS1 Channel Service, formerly MegaLink channel services differ in provisioning method and numbering format from single channel services. These services will be available from the Company on a link (partial channel) basis rather than as an end-to-end service. This architecture is intended to promote more efficient connectivity of analog and digital networks in the future. The Company offers both analog and digital channels. Where traditional analog voice grade signals are provided to a customer at his premises, then comparable performance specifications to the Series 2100 (or 2000) Channel Services will be provided, as contained in the Private Line or General Subscriber Service Tariffs. Many Dedicated DS1 Channel Services, formerly MegaLink channels will be available on a digital basis at the network interface on a customer's premises. Traditional analog services, like tie lines, off-premises stations, and PBX trunks can be provided on a digital basis to a customer's premises by the Company when a customer desires them encoded in a DS1 bit stream. Under those conditions, they will be provided as DS0 channels by the Company. Both the Company and the customer have joint responsibilities to ensure the proper transmission of the provided services. Normal analog channel network interface specifications will be superseded by the electrical specifications of the Dedicated DS1 Channel Service, formerly MegaLink channel which is actually terminated. Each DS0 channel provided will have identity only as a "time slot" within a DS1 channel. Compatible Digital to analog conversion equipment must be provided by the customer to derive the desired analog services. Any Channel Service Units (CSUs) necessary for digital services are the responsibility of the customer.

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE¹

B5.3 Dedicated DS1 Channel Service, formerly MegaLink Channel Service (Cont'd)

B5.3.3 Digital Architecture and Definitions (Cont'd)

B. Definitions

CHANNEL SERVICE UNIT (CSU)

The term CSU denotes network channel terminating equipment provided by the customer to terminate digital channel facilities on a customer or user's premises.

DSO

The term DSO denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It is generally referred to as having a 64 Kbps transmission bit rate signal.

DS1

The term DS1 denotes a channel service expressed in terms of its digitally encoded bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment.

B5.3.4 Rates and Charges

A. Basic System Capacity

The rates for a basic system without activated features for voice or data grade service are as follows:

1. Central Office

	Nonrecurring Charge	Month To Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(a) 24 Voice Equivalent Channels	\$225.00	\$230.00	\$189.00	\$171.00	\$154.00
(b) 48 Voice Equivalent Channels	270.00	400.00	280.00	270.00	260.00
(c) 96 Voice Equivalent Channels	355.00	725.00	540.00	520.00	500.00
(d) 144 Voice Equivalent Channels	440.00	1,000.00	780.00	760.00	730.00
(e) 192 Voice Equivalent Channels	530.00	1,266.00	1,010.00	970.00	924.00
(f) 240 Voice Equivalent Channels	615.00	1,525.00	1,220.00	1,170.00	1,078.00
(g) 288 Voice Equivalent Channels	705.00	1,860.00	1,522.00	1,370.00	1,233.00
(h) 384 Voice Equivalent Channels	880.00	2,265.00	1,855.00	1,670.00	1,503.00
(i) 480 Voice Equivalent Channels	1,050.00	2,650.00	2,171.00	1,954.00	1,759.00
(j) 576 Voice Equivalent Channels	1,230.00	3,025.00	2,477.00	2,230.00	2,007.00
(k) 672 Voice Equivalent Channels	1,400.00	3,365.00	2,754.00	2,479.00	2,232.00

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.3 Dedicated DS1 Channel Service, formerly MegaLink Channel Service (Cont'd)

B5.3.4 Rates and Charges (Cont'd)

B. Feature Activation (Cont'd)

1. Central Office ^{1,2}(Cont'd)

a. Analog Voice Service (Cont'd)

(1) For Exchange Line, Foreign Exchange, OPS, WATS Line, Trunk, MultiServ service, MultiServ PLUS service, or Centrex service Station Line, Voice PL, or Toll Terminal use

	Nonrecurring Charge	Each Additional	Month to Month	24 to 96 Months Contract
(a) Per feature activated ^{3,4,5}	First \$7.00	\$6.00	\$9.00	\$5.00

(2) For Tie Line use

(a) Per feature activated ^{3,4,5}	7.00	6.00	13.00	8.00
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b. Analog Data Service

(1) For data transmission use

(a) Per feature activated ^{3,4,5}	7.00	6.00	13.00	8.00
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c. Digital Data Service

(1) For 2.4 Kbps, 4.8 Kbps, 9.6 Kbps, 19.2 Kbps, 56 Kbps, and 64 Kbps data rates

(a) Per feature activated ^{3,4,5}	7.00	6.00	13.00	11.00
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d. Broadband Exchange Line Service

(1) For 56 Kbps and 64 Kbps data rates

(a) Per feature activated ^{3,4,5}	\$10.00	\$7.50	\$13.00	\$8.00
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Note 1: Contract lengths are now flexible to allow customer choice of payment period per B2.4.9.

Note 2: The first nonrecurring charge is applicable to the first channel activated of a particular type. It is also applicable to a first channel of that type which is installed at a later time.

Note 3: Each additional nonrecurring charge is applicable to each additional channel activated of the same type and at the same time.

Note 4: Represents 1 (one) voice equivalent channel per feature activated.

Note 5: Represents 2 (two) voice equivalent channels per feature activated when error correction is requested.

B5. DIGITAL NETWORK SERVICE

B5.3 Dedicated DS1 Channel Service, formerly MegaLink Channel Service (Cont'd)

B5.3.4 Rates and Charges (Cont'd)

B. Feature Activation (Cont'd)

2. Central Office ^{1,2} (Cont'd)

b. Analog Data Service

(1) For data transmission use

	Nonrecurring Charge	Each Additional	Month to Month	24 to 96 Months Contract
(a) Per feature activated ^{3,4,5}	\$335.00	\$105.00	\$10.00	\$8.00
c. Digital Data Service				
(1) For 2.4 Kbps, 4.8 Kbps, 9.6 Kbps, and 19.2 Kbps data rates				
(a) Per feature activated	331.00	105.00	16.00	14.00
(2) For 56 Kbps and 64 Kbps data rates				
(a) Per feature activated ^{3,4,5}	464.00	140.00	22.00	20.00

C. Transfer Charges

1. Transfer Between Customers

	Nonrecurring Charge
(a) Per transfer	\$50.00

Note 1: Contract lengths are now flexible to allow customer choice of payment period per B2.4.9.

Note 2: The first nonrecurring charge is applicable to the first channel activated of a particular type. It is also applicable to a first channel of that type which is installed at a later time.

Note 3: Each additional nonrecurring charge is applicable to each additional channel activated of the same type and at the same time.

Note 4: Represents 1 (one) voice equivalent channel per feature activated.

Note 5: Represents 2 (two) voice equivalent channels per feature activated when error correction is requested.

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Orange Park, Florida

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B5. DIGITAL NETWORK SERVICE

B5.3 Dedicated DS1 Channel Service, formerly MegaLink Channel Service (Cont'd)

B5.3.4 Rates and Charges (Cont'd)

D. Mileage Charges

Rates and charges for Dedicated DS1 Channel Service, formerly MegaLink and Dedicated DS1 Plus Service, formerly MegaLink Plus Service, formerly MegaLink Plus service as contained in B5.3 and B5.6 are applicable. Generally, one 1.544 Mbps channel is required for each group of 24 voice equivalent channels provided.

E. Automatic Protection Switching (APS)

APS for a Dedicated DS1 Service, formerly MegaLink interface provides automatic DS1 channel switching to a backup DS1 channel upon primary facility failure. When provided via Dedicated DS1 Service, formerly MegaLink, this feature requires purchase of an additional Dedicated DS1 Service, formerly MegaLink channel from **B5.3** of this Tariff for each backup channel required. Rates, charges and availability of this equipment will be negotiated with the customer on an individual case basis. This feature may not be available with lines utilizing the Clear Channel Capability line code (B8ZS).

F. Switching Arrangements, multipoint/multistation Bridging and Data Conditioning rates.

Rates and charges are those that would be applicable to single channel services.

G. Signaling Arrangements

Rates and charges for single channels, as contained in A2.6.3 of the General Subscriber Service Tariff and Section B3. of this Tariff, are not applicable to local channel and interoffice link segments that are channelized under the Dedicated DS1 Channel Service, formerly MegaLink channel services offering. However, rates and charges for automatic ring down (20 Hz.) signaling, as contained in Section B4. of this Tariff, are applicable when this is desired by the customer.

H. Network Access Service

Rates and charges for Network Access lines are applicable as contained in Section A3. of the General Subscriber Service Tariff in addition to Feature Activation and other Dedicated DS1 Channel Service, formerly MegaLink channel service rates and charges contained in this section

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B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service

B5.4.1 General

A. SMARTRing service is a dedicated, high capacity, network designed to provide increased reliability and functionality via a self-healing ring topology between multiple customer designated locations and Company Central Offices where facilities can be made available as determined by the Company. This service is provided via diversely routed facilities utilizing SONET technology and DS1 and DS3 electrical interfaces. This network consists of fiber routed through local, alternate central office, internodal and/or interoffice channel facilities that transmit DS1, DS3, STS-1, OC-3, OC-12, OC-48, OC-192 and/or 1000 Mbps channel services simultaneously over primary and alternate paths between customer designated locations and Company Central Offices. This ring topology will continually monitor DS1, DS3, STS-1, OC-3, OC-12, OC-48, OC-192 and/or 1000

Mbps service quality, detect any failure within the system, and automatically self-heal itself around a point of failure to ensure the flow of DS1, DS3, STS-1, OC-3, OC-12, OC-48, OC-192 and/or 1000 Mbps Services between locations within the self-healing network. SMARTRing service further provides an adjunct optional feature and function capability for the establishment of a virtual packet ring which may be utilized for the transport of Basic Shared Ethernet LAN traffic on a best effort basis. For locations where a customer requests SMARTRing service and facilities are not available, construction charges will apply as set forth in Section B5. for cases involving extraordinary cost.

Customers may purchase SMARTRing asymmetrical¹ optical interfaces up to the full ring capacity at a customer node or central office node, as shown in the Channel Interface chart following. For example, an OC-12 SMARTRing may have an OC-12 asymmetrical optical interface and an OC-48 SMARTRing may have an OC-48 asymmetrical optical interface. The interface capacity cannot exceed the node capacity of the host SMARTRing.

B. SMARTRing service is available at OC-3, OC-3+, OC-12, OC-48, OC-48+, OC-192 and OC-192+ capacities. OC-3 SMARTRing service is available as an individual service or in an Overlay Ring Arrangement riding the customer's host OC-12, OC-48, OC-48+, OC-192, or OC-192+ SMARTRing service. OC-3 SMARTRing service provides an equivalent capacity of 3 DS3s, or any combination thereof not to exceed an OC-3 capacity. Channel Interface Capacity Reallocation allows the customer to reallocate channel interfaces on a node subsequent to the initial installation of the channel interfaces. Effective December 3, 2004, OC-3+ SMARTRing service is not available for new individual service installations. Existing OC-3+ SMARTRing service installed as an individual service, or in combination with OC-12 SMARTRing service, as of

December 3, 2004, may continue in place. OC-3+ SMARTRing service Overlay Ring Arrangements riding the customer's host OC-48, OC-48+, OC-192 or OC-192+ SMARTRing service are available for host rings installed prior to December 3, 2004. OC-3+ SMARTRing service provides an equivalent OC-3 capacity, not to exceed 3 DS3s at each node, with a maximum ring capacity of 12 DS3s, not to exceed an OC-12 ring capacity.

When a customer orders OC-3+ SMARTRing service in combination with OC-12 SMARTRing service, capacity and channel interface availability at each Customer Node and Central Office Node location is determined by the size node ordered by the customer. OC-12 SMARTRing service is available as an individual service, or in combination with OC-3+ SMARTRing service, or in an Overlay Ring Arrangement riding the customer's host OC-48, OC-48+, OC-192, or OC-192+ SMARTRing service. OC-12 SMARTRing service provides an equivalent capacity of 12 DS3s. OC-48 SMARTRing service is available as an individual service, or with overlaying rings in capacities of OC-3, OC-3+ and/or OC-12 or in an Overlay Ring Arrangement riding the customer's OC-192 or OC-192+ SMARTRing service. OC-48 SMARTRing service provides an equivalent capacity of 48 DS3s. OC-48+ SMARTRing service is available as an individual bi-directional service, or with overlaying rings in capacities of OC-3, OC-3+ or OC-12, or in an Overlay Ring Arrangement riding the customer's OC-192+ SMARTRing service. It provides equivalent capacity of 24 DS3s between consecutive node locations on the ring. The maximum capacity of the OC-48+ SMARTRing service is determined by the number of Customer and Central Office nodes on the ring. OC-192 SMARTRing service is available as an individual service, or with overlaying rings in capacities of OC-3, OC-3+, OC-12 and/or OC-48. OC-192 SMARTRing service provides an equivalent capacity of 192 DS3s. OC-192+ SMARTRing service is available as an individual bi-directional service, or with overlaying rings in capacities of OC-3, OC-3+, OC-12, OC-48 and/or OC-48+. It provides equivalent capacity of 96 DS3s between consecutive node locations on the ring. The number of Customer and Central Office nodes on the ring determines the maximum capacity of the OC-192 + SMARTRing service.

Note 1: An asymmetrical arrangement allows a customer to input a lower level interface at one node and aggregate onto a higher-level optical interface at another Customer Node. For example, the customer has a four node OC-48 SMARTRing with DS3 interfaces at Nodes A, B and C. The customer wants to aggregate multiple DS3s to Node location D, which can be an OC-48 optical interface. The customer can aggregate up to 48 DS3 interfaces to the OC-48 optical interface at Node D via Connecting Facility Assignments (CFA) in the ordering process.

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B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B5.4.1 General (Cont'd)

B. (Cont'd)

SMARTRing Service Channel Interfaces are available as follows:

NODES

Channel Interfaces	OC-3	OC-3+	OC-12	OC-48	OC-48+	OC-192	OC-192+
DS1	Yes	Yes	No ¹	Yes ¹	No ¹	Yes ¹	No ¹
DS3	Yes	Yes	Yes	Yes	Yes	Yes	Yes ²
STS-1	Yes	Yes	Yes	Yes	Yes	Yes	Yes ²
OC-3	No	No	Yes	Yes	Yes	Yes	Yes
OC-12	No	No	No	Yes	Yes	Yes	Yes
OC-48	No	No	No	No	No	Yes	Yes
OC-3 (Asymmetrical Arrangement)	Yes	No	Yes	Yes	Yes	Yes	Yes
OC-12 (Asymmetrical Arrangement)	No	No	Yes	Yes	Yes	Yes	Yes
OC-48 (Asymmetrical Arrangement)	No	No	No	Yes	Yes	Yes	Yes
OC-192 (Asymmetrical Arrangement)	No	No	No	No	No	Yes	Yes
28 DS1 Channel System (DS3)	Yes	Yes	Yes	Yes	Yes	Yes	Yes ²
28 DS1 Channel System (STS-1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes ²
DS3 (Asymmetrical with DS1)	Yes	Yes	No	No	No	No	No
DS3 (Asymmetrical with Flex DS1)	No	No	Yes	Yes	Yes	Yes	Yes
DS1 Within an STS-1 Asymmetrical Arrangement	Yes	Yes	No	No	No	No	No
1000 Mbps	No	No	No	Yes	Yes	Yes	Yes ²
10 Mbps	Yes ³	No	Yes ⁴	Yes ⁴	Yes ⁴	Yes ⁴	Yes ⁴
100 Mbps	No	No	Yes ⁴	Yes ⁴	Yes ⁴	Yes ⁴	Yes ⁴
Fractional 1000 Mbps at 50 Mbps, 150 Mbps, 300 Mbps or 450 Mbps	Yes ³	No	Yes ⁴	Yes ⁴	Yes ⁴	Yes ⁴	Yes ⁴
Fractional 1000 Mbps at 600 Mbps	No	No	No	Yes ⁴	Yes ⁴	Yes ⁴	Yes
Flex DS1 ⁵	No	No	Yes	Yes	Yes ⁶	Yes	Yes ⁶

Note 1: DS1 interfaces are available via OC-3, OC-3+ or 28 DS1 Channel System arrangements only for OC-12, OC-48+ and OC-192+ nodes and for OC-48, OC-48+ and OC-192+ SMARTRing service Nodes installed prior to October 20, 2003. For OC-48 and OC-192 nodes, installed on or after that date to December 3, 2004, DS1 interfaces are available with a maximum quantity per node of 108.

Note 2: DS3, STS-1, channel systems and 1000 Mbps interfaces are only available for nodes installed after October 20, 2003. 1000 Mbps transport channel interfaces do not contain any monitoring capability above the physical layer.

Note 3: 10 Mbps and Fractional 1000 Mbps at 50 Mbps interfaces only are available on OC-3 rings installed on or after May 12, 2006.

Note 4: Available on rings installed on or after December 3, 2004. 10 Mbps, 100 Mbps and Fractional 1000 Mbps transport channel interfaces do not contain any monitoring capability above the physical layer.

Note 5: Effective December 3, 2004, DS1 interfaces for OC-12, OC-48 or OC-192 rings installed on or after this date will be installed as a Flex DS1 interface. The maximum number of DS1 circuits available in a system is 108.

Note 6: Flex DS1 capabilities are as described previously in this Section for OC-48+ SMARTRingservice and OC-192+ SMARTRing service. The maximum number of DS1 circuits available in a system is 108.

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B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B5.4.1 General (Cont'd)

B. (Cont'd)

SMARTRing service Channel Interfaces are available as follows: (Cont'd)

NODES

Channel Interfaces	OC-3	OC-3+	OC-12	OC-48	OC-48+	OC-192	OC-192+
100 Mbps Metro Ethernet Backbone	Yes ¹	No	Yes ¹	Yes ¹	Yes ¹	Yes ¹	Yes ¹
1000 Mbps Metro Ethernet Backbone	No	No	No	Yes ¹	Yes ¹	Yes ¹	Yes ¹
Fractional 1000 Mbps at 50 Mbps, 150 Mbps, 300 Mbps or 450 Mbps Metro Ethernet Backbone	Yes ¹	No	Yes ¹	Yes ¹	Yes ¹	Yes ¹	Yes ¹
Fractional 1000 Mbps at 600 Mbps Metro Ethernet Backbone	No	No	No	Yes ¹	Yes ¹	Yes ¹	Yes ¹
Fibre Connection (FICON TM)	No	No	No	Yes ²	Yes ²	Yes ²	Yes ²
Fiber Connection (FICON TM) Express	No	No	No	No	No	Yes ²	Yes ²
Fiber Channel 100	No	No	No	Yes ²	Yes ²	Yes ²	Yes ²
Fiber Channel 200	No	No	No	No	No	Yes ²	Yes ²

C. SMARTRing service is connectible at Company central offices to any compatible high capacity service as provided in Section B5. of this Tariff. Rates and charges for such other services are as set forth in the applicable sections of this Tariff for such other services.

D. The customer must provide suitable floor space, controlled environment, and source of non-switched suitable power to support

E. Where the customer provides two separate entrance facility cable routes for SMARTRing service, the primary and alternate entrance facilities will be separate and will enter the customer node over such different routes. When the customer requests a connection at a Customer Node via two Local Channels and Telephone Company facilities do not exist for the second Local Channel, the Telephone Company may provide an equivalent second Local Channel via an existing alternate route. When facilities become available for the second Local Channel, the Telephone Company may rearrange the alternate route at any time.

F. The compatibility requirements, technical specifications, and generic requirements for SMARTRing service terminated at the customer's designated locations are referenced in Section A10.2 of the General Subscriber Service Tariff.

G. DS3 interface combinations and in Section A10.2.2 of the General Subscriber Service Tariff.

H. DS1 interface combinations and in Section A10.2.2 of the General Subscriber Service Tariff.

I. SMARTRing service DS3 high capacity service channels have a performance objective of 99.5 percent error-free seconds over a continuous twenty-four hour period. Self-healing multi-nodal DS1 high capacity service channels have a performance objective of 99.95 percent error-free seconds over a continuous twenty-four hour period.

Note 1: Fractional 1000 Mbps Metro Ethernet Backbone, 100 Mbps Metro Ethernet Backbone and 1000 Mbps Metro Ethernet Backbone interfaces are for use when SMARTRing service is utilized for transport of a customer's Metro Ethernet service. 100 Mbps Metro Ethernet Backbone interfaces are further defined regarding the number of STS-1s, utilized in conjunction with the interface. The 100 Mbps (3-STs-1) Metro Ethernet Backbone interface is not available for OC-3 nodes. The 50 Mbps (1-STs-1) Metro Ethernet Backbone interface is the only Fractional 1000 Mbps Metro Ethernet Backbone interface that is available for OC-3 nodes. Interface availability is based on equipment capability.

Note 2: The interface is further defined regarding the number of STS-1s used to provision the interface. Interface availability is based on equipment capability.

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B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B5.4.1 General (Cont'd)

J. SMARTRing service OC-3, OC-3+, OC-12, OC-48, OC-48+, OC-192 or OC-192+ capacity installed on or after June 3, 1994, is also available with FlexServ service Customer Network Management (CNM) under the rates and regulations set forth following. FlexServ service CNM is available with two options: (1) Surveillance or (2) Reconfiguration. Customers wishing to incorporate either of these capabilities into their SMARTRing service should advise the Telephone Company at the time the initial service is requested. When the customer requests to add either FlexServ service option subsequent to the initial service installation, a SMARTRing service Rearrangement charge applies as set forth in B5.4.14 following. Customers who desire to only monitor their rings may order only Surveillance. However, customers who order Reconfiguration must already be subscribing to Surveillance or be ordering Surveillance coincident with Reconfiguration. Reconfiguration may not be ordered

without Surveillance. Reconfiguration is provided on a per STS-1 basis. Within each STS-1 group, all activated interfaces must be optioned the same (either all Surveillance only or all Surveillance and Reconfiguration). Customers who wish to utilize this service to reconfigure DS1 interfaces must purchase the FlexServ service Reconfiguration option for all DS1 interfaces associated with the STS-1 group with which the customer desires to have equipped with FlexServ service capability. When the customer orders Reconfiguration, the customer must order a sufficient quantity of SMARTRing service channel interfaces at every Customer Node and Central Office Node where reconfiguration capability is desired. Reconfiguration is not available with 100 Mbps and 1000 Mbps Metro Ethernet Backbone interfaces.

K. SMARTRing service ordered and installed after May 4, 2006, is available with an optional feature and function capability in which a customer may utilize all or part of his SMARTRing service to establish an adjunct virtual packet ring. A virtual packet ring is separate and apart from the SONET capabilities associated with high capacity channel transport via DS1 through OC-48 interfaces. A virtual packet ring provides the capability for a customer to transport Ethernet LAN traffic utilizing Basic Shared Ethernet LAN Access Links that have best effort service capabilities in which the throughput associated with a virtual packet ring are controlled/affected by the customer's traffic and network configuration. Since this is a Best-Effort service, the Telephone Company does not guarantee any performance levels including packet loss, latency or jitter of the customer's network if the customer chooses to oversubscribe his network. SMARTRing service Basic Shared Ethernet LAN Access Links are available based on equipment capability and a customer's requested service configuration. Upon a customer request for Basic Shared Ethernet LAN Access Links, equipment capability associated with the requested configuration shall be determined. Basic Shared Ethernet LAN Access Links are available only at Customer Nodes. 10 Mbps Basic Shared Ethernet LAN, 100 Mbps Basic Shared Ethernet LAN and/or Fractional 1000 Mbps Basic Shared Ethernet LAN Customer Channel Interfaces provide multipoint functionality, i.e., Ethernet frames are delivered to two or more locations on a customer's SMARTRing service on a best effort basis. This is a multipoint connection with a bandwidth defined by a Virtual Packet Ring. A Virtual Packet Ring Connection is the medium by which two or more locations exchange Ethernet frames. The bandwidth of the Virtual Packet Ring Connection is determined by the number of STS1's reserved for the Virtual Packet Ring Connection. In order for a customer to access the Virtual Packet Ring, SMARTRing service Customer Nodes must have a 10 Mbps Basic Shared Ethernet LAN, 100 Mbps Basic Shared Ethernet LAN and/or Fractional 1000 Mbps Basic Shared Ethernet LAN interface.

SMARTRing service Basic Shared Ethernet LAN Access Links are available as follows:

<u>Basic Shared Ethernet LAN Access Links</u>	<u>CUSTOMER NODES</u>						
	<u>OC-3</u>	<u>OC-3+</u>	<u>OC-12</u>	<u>OC-48</u>	<u>OC-48+</u>	<u>OC-192</u>	<u>OC-192+</u>
10 Mbps - Electrical	Yes	No	Yes	Yes	Yes	Yes	Yes
100 Mbps - Electrical	No	No	Yes	Yes	Yes	Yes	Yes
100 Mbps - Optical	No	No	Yes	Yes	Yes	Yes	Yes
Fractional 1000 Mbps – Optical at 50 Mbps	Yes	No	Yes	Yes	Yes	Yes	Yes
Fractional 1000 Mbps – Optical at 150 Mbps,	No	No	Yes	Yes	Yes	Yes	Yes
300 Mbps or 450 Mbps							
Fractional 1000 Mbps – Optical at 600 Mbps or	No	No	No	Yes	Yes	Yes	Yes
1000 Mbps							

A connection to a Basic Shared Ethernet Access Link at a Central Office Node on a ring may be made utilizing a comparable Fractional 1000 Mbps Central Office Channel Interface.

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B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B5.4.1 General (Cont'd)

L. SMARTRing service ordered on or after June 15, 2009 will have an optional feature and function associated with Virtual Packet Rings (VPR). Customers will be able to transport Metro Ethernet Service over SMARTRing Metro Ethernet Access Links. Connections between Metro Ethernet and SMARTRing are at SMARTRing central office nodes. The VPR will broadcast the Metro Ethernet to all Metro Ethernet Access Links associated with a specific VPR. Since this is a best effort service, the Company does not guarantee any performance levels including packet loss, latency or jitter of the customer's network if the customer chooses to oversubscribe their network. Problems associated with throughput due to the best effort service capabilities of a Virtual Packet Ring do not constitute a service interruption for which a credit allowance would apply. Virtual Packet Ring will continue to function as a Best Effort service as described in K. proceeding. The connection at the central office between Metro Ethernet and SMARTRing is Optical. The mixing of Access Link traffic and Metro Ethernet Access Link traffic on the same VPR is not supported. An out of service condition occurs when an existing Access Link is converted to a Metro Ethernet Access Link. Each node on the SMARTRing will connect to the metro Ethernet circuit via the Virtual Packet Ring and Metro Ethernet Access Links. Metro Ethernet Access Links will provide the equipment essential to Metro Ethernet reporting, statistics and customer network management. Reconfiguration associated with Customer Network Management will not be allowed on Metro Ethernet Access Links. SMARTRing service Basic Shared Ethernet LAN - Metro Ethernet Access Links are available as follows:

CUSTOMER NODES

Metro Ethernet Access Links –

Fractional 1000 Mbps at:

	OC-3	OC-3+	OC-12	OC-48	OC-48+	OC-192	OC-192+
150 Mbps	No	No	Yes	Yes	Yes	Yes	Yes
300 Mbps	No	No	Yes	Yes	Yes	Yes	Yes
450 Mbps	No	No	Yes	Yes	Yes	Yes	Yes
600 Mbps	No	No	No	Yes	Yes	Yes	Yes
1000 Mbps	No	No	No	Yes	Yes	Yes	Yes

M. Shared Node Interconnection is available, based on equipment capability, whereby two SMARTRing service arrangements belonging to the same customer may share a node in a central office that is common to both rings. Shared Node Interconnection capability is available based on equipment capability. With Shared Node Interconnection, one of the rings (i.e., the larger capacity ring) is considered the Primary Ring and the other ring is considered the Secondary Ring. Primary Rings may be an OC-12, OC-48 or an OC-192 ring. A Secondary Ring is always a lower capacity ring than that of the Primary Ring. The various Shared Node Interconnection service arrangements that are available are as follows:

Shared Node Interconnection

Primary Ring Capacity

OC-12
OC-48
OC-192

Shared Node Interconnection

Secondary Ring Capacity Available For Use With Primary Rings

OC-3	OC-12	OC-48	OC-48+
X			
X	X		
X	X	X	X

With Shared Node Interconnection, the Primary Ring shall have a Central Office Node and the Secondary Ring shall have a Shared Node Interconnection Central Office Node in the central office associated with the ring interconnection. For the Secondary Ring, a Shared Node Interconnection Central Office Node is considered toward meeting the three node minimum requirement for the Secondary Ring. This shared node will utilize capacity of the Primary Ring node, based on the size of the Secondary Ring, and will count toward the capacity the customer has available at the location. Should the customer require more capacity at a shared node central office location than is available on the Primary Ring node, then additional billable service components will be required. Only one Shared Node Interconnection arrangement is available for an individual Central Office Node on a Primary Ring. Reconfiguration is not allowed at central office nodes that are configured for Shared Node Interconnection.

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B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B5.4.2 Application of Rates

A. Monthly rates and charges as specified in B5.4.4 following apply for each SMARTRing service. Customers must specify network capacity at the time of the initial order. In an Overlay Ring Arrangement where a customer's overlaying SMARTRing service rides the customer's host SMARTRing service, the overlay ring will share the transport of the host ring between common node locations. Rate categories at OC-3, OC-3+, OC-12, OC-48, OC-48+ and OC-192+ capacity levels include Customer Nodes, Central Office Nodes, Local Channels, Alternate Central Office Channels, Interoffice Channels and Internodal Channels. Channel Interfaces are required at each node on the network and must be associated with a SMARTRing service. An OC-3 Overlay Ring Arrangement requires an OC-3 Channel Interface at each node involved. An OC-3+ or OC-12 Overlay Ring Arrangement requires an OC-12 Channel Interface at each node involved. An OC-48/OC-48+ Overlay Ring arrangement requires an OC-48 Channel Interface at each node involved. In Overlay Ring Arrangements, the customer must order a Channel Interface for each entry to or exit from the host ring. In all other situations, the number of Channel Interfaces ordered will depend on whether the customer desires a working interface, or a working interface and a protection interface. The quantity of channel interfaces ordered may not exceed the capacity ordered. When a 28 DS1 Channel System is utilized to activate DS1 channels, the appropriate number of DS1 Channel Interfaces are required in lieu of an originating or terminating DS3 Channel Interface. SMARTRing service interfaces may be ordered as asymmetrical (i.e., a circuit enters one node at a lower level interface and exits at another node at a higher-level interface).

B. Nonrecurring charges for Local Channels, Alternate Central Office Channels, Interoffice Channels, Internodal Channels, Nodes and Channel Interfaces apply for each channel. When the customer requests two separate routes and the routing is provided as described in B5.4.1.E. preceding, charges apply for the Local Channels and any Interoffice Channels on the requested route. If the Company rearranges the alternate route, nonrecurring charges do not apply for the second Local Channel. Recurring charges for Local, Alternate Central Office, Interoffice and Internodal Channels apply for each quarter air mile increment of the channel. Fractions of a quarter mile will always round up to the next quarter air mile before determining the mileage and applying the rate. For channels, which are less than one-quarter mile, a minimum charge of one-quarter mile applies. When the customer requests a connection at a Customer Node via two Local Channels and Company facilities do not exist for the second Local Channel, the Company may provide an equivalent second Local Channel as an Alternate Central Office Channel via an existing route. In such event, the customer will be billed Local Channel Mileage charges for such Alternate Central Office Channel, since the customer did not specifically request such option. When facilities become available for the second Local Channel, the Company may rearrange the alternate route at any time.

C. For Internodal Channels, charges apply as appropriate either for the same wire center area or contiguous serving wire center areas, as specified in B5.4.4.A.4. Internodal Channel charges will not apply for SMARTRing nodes that are located in the same room or bay.

D. Nonrecurring charges for Customer Nodes and Central Office Nodes apply per node. Recurring rates for Customer and Central Office Nodes also apply per node. The rates for Customer Channel Interfaces apply for each origination and termination of an activated interface at the Customer Node. Nonrecurring charges apply for each interface, which originates or terminates at a Customer Node. The recurring rate applies on a per Customer Node basis for each origination and termination of an interface at a Customer Node.

E. SMARTRing service OC-3, OC-12, or OC-48 channel interfaces are associated with optical circuits within a SMARTRing service arrangement. These optical circuits may be provisioned as concatenated. When an optical circuit is provisioned as concatenated, the multiple STS-1s within the optical circuit are provided as a single entity with a single overhead channel. When an optical circuit is provisioned as concatenated at the time the circuit is installed, there is no additional charge for provisioning it as concatenated. When an existing non-concatenated optical circuit is requested to be reconfigured as concatenated, a concatenation rearrangement charge shall apply. This rearrangement charge shall also apply for existing concatenated circuits that are requested to be converted to non-concatenated.

F. SMARTRing service interfaces may be ordered as asymmetrical (i.e., a circuit enters one node at a lower level interface and exits at another node at a higher-level interface). For example, a customer may have a service that connects to a ring via an OC-3 interface at a node. That service is then transported around the ring and connects via an OC-12 interface to another of the customer's services. The interface rates for asymmetrical arrangements are the same as the rates for symmetrical arrangements except as follows:

- For lower level DS1 interfaces in an asymmetrical arrangement with an STS-1 interface, the DS1 within an STS-1 Asymmetrical Arrangement interface rate element applies in lieu of the STS-1 interface for the higher level termination.
- For lower level DS1 interfaces in an asymmetrical arrangement with a DS3 interface, the DS3 (Asymmetrical with DS1) interface rate element applies in lieu of the DS3 interface for the higher level termination of the asymmetrical arrangement

G. In addition, customers with DS3 interfaces at the Customer Node electing to connect with DS1 services at a Central Office Node, must obtain a 28 DS1 Channel System, and the appropriate number of DS1 Channel Interfaces. The applicable rate elements for this arrangement are a DS3 Interface at the Customer Node and a 28 DS1 Channel System with DS1 Interfaces at the Central Office Node. The SMARTRing service 28 DS1 Channel System does not require a DS3 interface at the Central Office Node. A maximum of 28 DS1 Channel Interfaces can be activated for each 28 DS1 System utilized. Nonrecurring charges apply for each 28 DS1 Channel System. Nonrecurring charges also apply for each DS1 Channel Interface in a 28 DS1 Channel System. The recurring rate applies for each 28 DS1 Channel System and each DS1 Channel Interface in a

28 DS1 Channel Systems.

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B5. DIGITAL NETWORK SERVICE

B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B5.4.2 Application of Rates (Cont'd)

H. In order to accommodate more flexible customer situations, SMARTRing service is available under several payment plans: 36 Month Term Payment Plan (24-48 months), 60 Month Term Payment Plan (49-72 months), or 84 Month Term Payment Plan (73-96 months). The 36, 60, and 84 Month Term Payment Plans are provided under conditions specified in the Channel Services Payment Plan, (CSPP), B2.4.9 preceding, except as modified following. For all payment plans, the following regulations apply:

1. All rate elements, except Channel Interfaces for a given SMARTRing service, whether initially or subsequently ordered, must be provided under the same payment plan with the same service period and are coterminous upon disconnect of the SMARTRing service. Channel Interfaces may be ordered under payment plans equal to or less than the selected payment period for the given SMARTRing service.
2. The rates applicable to a month-to-month payment plan are subject to Company initiated changes.
3. A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The applicable charge is equal to the number of months remaining in the rate stabilized service period times fifty percent (50%) of the monthly rates for SMARTRing service, which include all Nodes, Local Channels, Alternate Central Office Channels, Internodal Channels and/or Interoffice Channels, provided under the CSPP arrangement. For services under the month-to-month payment plan, a termination charge is equal to the number of months remaining in the twelve-month minimum times the month-to-month rates in effect for SMARTRing service at the time of termination.
4. When a service period under an existing CSPP arrangement is completed and a customer elects to revert to a month-to-month payment option, no minimum period is applicable. If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7.
5. Additions of services or rate elements, for activating spare or unused capacities of a SMARTRing service under a CSPP arrangement, must be activated at the same rates and charges specified under the existing CSPP arrangement. Channel interfaces may be ordered as specified in 1. preceding.
6. Additions of services or rate elements, i.e. new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under a new CSPP arrangement at rates and charges as specified in 1. preceding. The new CSPP arrangement must be at least 24 months and must be coterminous with the CSPP arrangement for the existing SMARTRing service.
7. Termination liability charges will not apply to SMARTRing Service under the following circumstances, as long as the total number of nodes does not decrease for an existing customer:

- Disconnects of channel interfaces associated with SMARTRing Service
- Disconnects, moves or rearrangements involving the removal of the following SMARTRing service rate elements to allow the placement of additional nodes and channels: Local Channel Mileage Rates, Interoffice Channel Mileage Rates, Customer Node and Central Office Node

I. SMARTRing service Local Channel, Alternate Central Office Channel and Internodal Channel rates are distance sensitive.

They are measured per quarter airline mile or fraction thereof from the customer's designated premises to the Serving Wire Center, Alternate Central Office, or other Customer Nodes. V&H coordinates are derived for each customer location through the use of longitude and latitude measurements. Using the V&H coordinate method as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, compute the mileage, convert to quarter miles, and multiply the appropriate per quarter mile rate by the distance involved. Any portion of a quarter mile will always round up to the next quarter mile before determining the mileage and applying the rate. For channels, which are less than one-quarter mile, a minimum charge of one-quarter mile applies.

J. The SMARTRing service Interoffice Channel mileage is calculated per quarter airline mile between two directly connected central offices on the ring. Interoffice Channel mileage is computed by using the V&H coordinates method as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. To determine the rate to be billed, multiply the appropriate per quarter mile rate by the distance involved. Fractions of a quarter mile always round up to the next quarter mile before determining the mileage and applying the rate. For channels, which are less than one-quarter mile, a minimum charge of one-quarter mile applies.

K. A nonrecurring charge applies for SMARTRing service Surveillance, one for each Customer Node and each Central Office Node, per SMARTRing service rearranged. A nonrecurring charge applies for Reconfiguration, one per reconfiguration of each STS-1 group at each node where such reconfiguration capability is desired. These rate elements apply when the Customer adds FlexServ service to an existing SMARTRing service.

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service(Cont'd)

B5.4.2 Application of Rates (Cont'd)

- L.** For SMARTRing service configured with a Virtual Packet Ring(s), an individual VPR requires multiple (i.e., two or more) Basic Shared Ethernet LAN Access Links.
- M.** A Virtual Packet Ring Rearrangement charge applies for the complete removal of a Virtual Packet Ring from a SMARTRing service. This charge does not apply to an increase or decrease in the size of a Virtual Packet Ring or to changes involving the addition or removal of individual nodes on the ring.
- N.** For conversions of LightGate service to a higher capacity OC-12, OC-48, OC-48+, OC-192 or OC-192+ SMARTRing service and for conversions of SMARTRing service to a higher capacity SMARTRing service arrangement, customers will be allowed to defer the start of SMARTRing service ring level billing when the new service arrangement is provided under the Channel Services Payment Plan (CSPP), as described in B2.4.9, preceding. The period of deferred billing shall be based on the Telephone Company's estimation of the time required for conversion, up to a maximum of 60 days. This applies to orders for new service associated with conversions, as described above, or orders associated with a project for conversion that is pending completion, as of September 22, 2006. For orders associated with a project for conversion that is pending completion, the deferred start of ring level billing shall be accomplished via credits to the customer's bill. For upgrades, as described above, that are completed in less than 60 days, the deferred start of ring level billing shall be associated with the completion of the upgrade. Customer's SMARTRing service CSPP arrangements shall begin after the deferral period and continue to completion, as described in B2.4.9, preceding, for the customers selected CSPP commitment period. Ring level billing is defined as billing for the following rate elements: Local Channel, Interoffice Channel, Internodal Channel Alternate Central Office Channel, Customer Node and Central Office Node. Billing for Customer Channel Interfaces and Central Office Channel Interfaces recurring will be effective upon activation of the interface and is not available for deferred billing. In case of a service outage associated with SMARTRing service ring level rate elements that have deferred billing, as described above, for new service associated with conversions or service associated with a project for conversion that is pending completion, a service outage credit will not apply.
- O.** For situations where a customer requests Local Channel and Interoffice Channel service components to a central office and alternate facilities are available that provide an equal or higher level of protection than the requested service arrangement, such alternate facilities may be utilized, with concurrence of the customer, and the rate application shall be that of the Local Channel and Interoffice Channel service components as requested by the customer.
- P.** Shared Node Interconnection Central Office Node charges apply for each location on a Shared Node Interconnection Secondary Ring involved in a Shared Node Interconnection arrangement. SMARTRing service Local Channel, Interoffice Channel, etc., ring level service components apply to the Shared Node Interconnection Central Office Node in the same manner as associated with a Central Office Node. The credit for service outages associated with Shared Node Interconnection Central Office Nodes shall be the same as is applicable to ring level nodes. Should the customer require more capacity at a shared node central office location than is available on the Primary Ring node, then additional billable service components will be required.

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B5.4.3 Architecture

A. SMARTRing Service

The SMARTRing service configuration utilizes a multi-nodal ring architecture, which is specified jointly by the Company and the customer. The minimum configuration provides dedicated DS3 (44.736 Mbps) and/or DS1 digital services and must include at least three nodes. One node must be a Central Office Node in Company Central Office. The remaining two nodes may be either Central Office Nodes in a Company Central Offices or Customer Nodes at customer-designated locations, or one of each. Additional nodes above the three-node minimum may be any combination thereof. The maximum number of nodes will be determined based on equipment capability. The nodes are connected by SMARTRing service Local Channels, Alternate Central Office Channels, Interoffice Channels and Internodal Channels as applicable. SMARTRing service may be connected to other high capacity services only at Central Office Nodes.

Applicable rate elements for this service are:

- Customer Nodes provide ring-switching capabilities at customer designated locations other than Telephone Company Premises that are part of SMARTRing service. This rate element offers OC-3, OC-3+, OC-12, OC-48, OC-48+, OC-192 or OC-192+ network capacities. A summary of the channel interfaces available with each node are specified in B5.7.1 preceding.
- Customer Channel Interface provides DS1, DS3, STS-1, OC-3, OC-12, OC-48, 10 Mbps, 100 Mbps, Fractional 1000 Mbps and/or 1000 Mbps connectivity that may take place at each Customer Node of SMARTRing service. The Customer Channel Interface rate element applies for every interface capacity that originates or terminates at a Customer Node.
- Central Office Node provides ring-switching capabilities at Company Central Offices that are a part of SMARTRing service. This rate element offers OC-3, OC-3+, OC-12, OC-48, OC-48+, OC-192 or OC-192+ network capacities. A summary of the channel interfaces available with each node are specified in B5.4.1 preceding.
- Central Office Channel Interface provides DS1, DS3, STS-1, OC-3, OC-12, OC-48, 10 Mbps, 100 Mbps, Fractional 1000 Mbps and/or 1000 Mbps connectivity that may take place at each Central Office Node located on SMARTRing service. The Central Office Channel Interface rate element applies for every interface capacity that originates or terminates at a Central Office Node. Customers with DS3 or STS-1 interfaces at the Customer Node electing to connect with DS1 services at a Central Office Node must obtain a 28-DS1 Channel System. STS-1 interfaces may only connect to other compatible STS-1 services.
- Local Channel (at least one for each Customer Node which is directly connected to the serving wire center), provides for the communications path between a Customer Node and the serving wire center of the premises where located.
- Alternate Central Office Channel (at least one for each Customer Node which is directly connected to an Alternate Central Office), provides for the communications path, where requested, between a Customer Node and an Alternate Central Office.
- Interoffice Channel (one for each path between each two directly connected Company Central Offices), provides for the communications path between directly connected Company Central Offices located on a SMARTRing service.
- Internodal Channel (one for each path between two directly connected Customer Nodes), provides for the communications path between two directly connected Customer Nodes located (a) in the same Serving Wire Center area or (b) in the same Office Park/Campus Environment or contiguous property, located in contiguous Serving Wire Center areas.
- Channel Interface Capacity Reallocation (one per node per occurrence), allows the customer to reallocate channel interfaces on a node subsequent to the initial installation of the channel interfaces. For example, a customer may initially allocate, activate or spare, eighty-four DS1s at each node on the ring and may subsequently request Channel Interface Capacity Reallocation to drop one DS3 and fifty-six DS1s at each node, or other combination of DS3s and/or DS1s equivalent to an OC-3 network capacity.
- SMARTRing service OC-3, OC-12, or OC-48 channel interfaces are associated with optical circuits within a SMARTRing service arrangement. These optical circuits may be provisioned as concatenated. When an optical circuit is provisioned as concatenated, the multiple STS-1s within the optical circuit are provided as a single entity with a single overhead channel.
- SMARTRing service interfaces may be ordered as asymmetrical (i.e., a circuit enters one node at a lower level interface and exits at another node at a higher-level interface). For example, a customer may have a service that connects to a ring via an OC-3 interface at a node. That service is then transported around the ring and connects via an OC-12 interface to another of the customer's services.

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B5.4.3 Architecture (Cont'd)

A. SMARTRing Service (Cont'd)

- When the distance between nodes on a SMARTRing service is such that optical signal regeneration is required, then regeneration equipment will be provided at no additional charge to the customer to assure proper operation of the service. In some cases regeneration will be provided via SONET Add/Drop equipment called a Regeneration Node. A Regeneration Node does not contain the capability to add or drop services. Accordingly, FlexServ service Customer Network Management may not be ordered with a Regeneration Node, however, a customer may monitor a Regeneration Node via the FlexServ service Customer Network Management Surveillance option when a customer has established surveillance for a ring. Regeneration Node Surveillance is provided as a part of the charges associated with the customer's ring level FlexServ service Customer Network Management Surveillance.
- SMARTRing service Virtual Packet Rings may be established to work with either electrical or optical Basic Shared Ethernet LAN Access Links. A Virtual Packet Ring established associated with electrical access links will only work with electrical Basic Shared Ethernet LAN Access Links and a Virtual Packet Ring established associated with optical access links will only work with optical Basic Shared Ethernet LAN Access Links. Electrical and optical access links may not be mixed on the same Virtual Packet Ring.
- Individual Basic Shared Ethernet LAN Access Links associated with a VPR may be any size, as chosen by the customer. Based on a customer oversubscribing Access Links or a VPR, (i.e., placing an amount of traffic on an Access Link(s) or a VPR that is greater than the capacity of the Access Link(s) or VPR that is subscribed to by the customer), the performance levels including packet loss, latency or jitter of the customer's network may be affected. An individual SMARTRing service arrangement may have multiple Virtual Packet Rings, up to and including the capacity of the ring.
- Metro Ethernet Access Links must be Optical and must work with an optical VPR. Metro Ethernet Access Links are sized in a static configuration, meaning that they will not allow bursting up to the line speed. This is important when configuring Metro Ethernet, VPR and the Metro Ethernet Access Link. If the Metro Ethernet circuit supports bursting then each Metro Ethernet Access Link needs to be configured to match the maximum bandwidth allowed. The VPR will also need to be configured to match the burst capability.
- Metro Ethernet Access Link service uses the SMARTRing service as transport and broadcasts the Metro Ethernet to all Metro Ethernet Access Links associated with a specific VPR. Connection with the Metro Ethernet circuit at the SMARTRing central office node is limited to optical connections.

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B5.4.3 Architecture (Cont'd)

A. SMARTRing Service (Cont'd)

- Metro Ethernet and SMARTRing Metro Ethernet Access Links are limited to the following connections:

<u>Metro Ethernet Connection</u>	<u>SMARTRing Metro Ethernet Access Link Fractional 1000 Mbps at – Central Office</u>	<u>SMARTRing Metro Ethernet Access Link Fractional 1000 Mbps at – Customer Premises</u>
Basic 1000 Mbps	1000 Mbps	1000 Mbps
Premium 100 Mbps Optical (Fixed)	150 Mbps	150 Mbps
Premium 250 Mbps (Fixed)	300 Mbps	300 Mbps
Premium 500 Mbps (Fixed)	600 Mbps	600 Mbps
Premium 100, 250, 500 Mbps (Burst)	1000 Mbps	1000 Mbps
Premium 900 Mbps, 1000 Mbps	1000 Mbps	1000 Mbps
Virtual Ethernet Service 100 Mbps	150 Mbps	150 Mbps
Virtual Ethernet Service 200 Mbps	300 Mbps	300 Mbps
Virtual Ethernet Service 300 Mbps	300 Mbps	300 Mbps
Virtual Ethernet Service 450 Mbps	450 Mbps	450 Mbps
Virtual Ethernet Service 600 Mbps	600 Mbps	600 Mbps
Virtual Ethernet Service 750, 900, 1000 Mbps	1000 Mbps	1000 Mbps

- Customer requested upgrades of SMARTRing service will involve a service outage associated with Basic Shared Ethernet LAN Access Links, for which a credit for service outage shall not apply.
- Shared Node Interconnection (SNI) is available, based on equipment capability, whereby two SMARTRing service arrangements belonging to the same customer may share a node in a central office that is common to both rings.

B5.4.4 Rates and Charges

A. Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing Service)

- Local Channel Mileage Rates
(All Capacities)

	Nonrecurring Charge	Month To Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(a) Per Local Channel	\$425.00	-	-	-	-
(b) Per quarter air mile	-	105.00	83.00	73.00	68.00
2. Alternate Central Office Channel Mileage Rates (All Capacities)					
(a) Alternate C.O. Channel, per channel	480.00				
(b) Per quarter air mile	-	685.00	280.00	175.00	140.00
3. Interoffice Channel Mileage Rates					
(a) Fixed, OC-3 capacity	145.00	50.00	36.00	32.00	27.00
(b) Fixed, OC-12 capacity	145.00	145.00	130.00	115.00	105.00
(c) Per quarter air mile (OC-3 capacity)	-	45.00	32.00	23.00	18.00
(d) Per quarter air mile (OC-12 capacity)	-	50.00	36.00	30.00	23.00
(e) Fixed, OC-3+ capacity	145.00	145.00	130.00	115.00	105.00
(f) Fixed, OC-48 and OC-48+ capacity	145.00	340.00	270.00	260.00	250.00
(g) Per quarter air mile (OC-3+ capacity)	-	50.00	36.00	30.00	23.00
(h) Per quarter air mile (OC-48 and 48+ capacity)	-	50.00	36.00	30.00	23.00
(i) Fixed, OC-192 and OC-192+ capacity	200.00	770.00	635.00	610.00	590.00
(j) Per quarter air mile (OC-192 & OC-192 capacity)	-	50.00	36.00	30.00	23.00

B5. DIGITAL NETWORK SERVICE

B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B5.4.4 Rates and Charges (Cont'd)

A. Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing Service) (Cont'd)

4. Internodal Channel Mileage Rates (All Capacities)

	Nonrecurring Charge	Month To Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(a) Per Internodal Channel, Same Wire Center area	\$505.00	\$-	\$-	\$-	\$-
(b) Per quarter air mile, Same Wire Center	-	1,400.00	535.00	415.00	345.00
(c) Per Internodal Channel, Same Office Park/Campus Environment in Contiguous Serving Wire Center areas	505.00				
(d) Per quarter air mile, same Office Park/Campus Environment in contiguous Serving Wire Center areas	-	1,600.00	650.00	465.00	390.00

5. Customer Node (per Node)

(a) OC-3 capacity	370.00	2,300.00	990.00	900.00	810.00
(b) OC-3+ capacity	370.00	2,700.00	1,845.00	1,575.00	1,350.00
(c) OC-12 capacity	375.00	3,590.00	1,980.00	1,800.00	1,575.00
(d) OC-48 capacity	375.00	5,220.00	4,410.00	4,050.00	3,510.00
(e) OC-48+ capacity	375.00	5,850.00	4,410.00	4,050.00	3,510.00
(f) OC-192 capacity	540.00	25,000.00	9,375.00	8,250.00	7,300.00
(g) OC-192+ capacity	540.00	25,000.00	9,375.00	8,250.00	7,300.00

6. Customer Channel Interface (per Node)

	Nonrecurring Charge	Month To Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(a) Per DS1	\$165.00	\$45.00	\$30.00	\$25.00	\$20.00
(b) Per DS3	130.00	170.00	135.00	130.00	125.00
(c) Per STS-1	130.00	220.00	170.00	150.00	140.00
(d) Per OC-3, 2 fiber	130.00	255.00	190.00	170.00	160.00
(e) Per OC-3, 4 fiber	130.00	515.00	380.00	340.00	320.00
(f) Per OC-12, 2 fiber	345.00	745.00	515.00	475.00	440.00
(g) Per OC-12, 4 fiber	345.00	1,490.00	1,030.00	950.00	880.00
(h) Per OC-48, 2 fiber	420.00	1,600.00	1,325.00	1,215.00	1,050.00
(i) Per OC-48, 4 fiber	420.00	3,200.00	2,650.00	2,430.00	2,100.00
(j) Per OC-192, 2 fiber	1,600.00	7,500.00	4,800.00	3,300.00	2,850.00
(k) Per OC-192, 4 fiber	1,600.00	15,000.00	9,600.00	6,600.00	5,700.00
(l) Per DS1 within an STS-1 Asymmetrical Arrangement	330.00	25.00	22.00	20.00	18.00
(m) Per DS3 (Asymmetrical with DS1)	360.00	550.00	450.00	400.00	350.00
(n) Per 10 Mbps	450.00	500.00	175.00	155.00	140.00
(o) Per 100 Mbps (3 STS-1) – Electrical	450.00	540.00	210.00	190.00	170.00
(p) Per 100 Mbps (3 STS-1) – Optical 1310 nm Single-mode	450.00	540.00	210.00	190.00	170.00

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B5.4.4 Rates and Charges (Cont'd)

A. Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing Service) (Cont'd)

6. Customer Channel Interface (per Node)

	Nonrecurring Charge	Month To Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(q) Per Fractional 1000 Mbps					
- 50 Mbps 850 nm Multi-mode – 1 STS-1	\$450.00	\$520.00	\$190.00	\$170.00	\$150.00
- 50 Mbps 1310 nm Single-mode – 1 STS-1	450.00	520.00	190.00	170.00	150.00
- 150 Mbps 850 nm Multi-mode – 3c STS-1	450.00	560.00	230.00	210.00	190.00
- 150 Mbps 1310 nm Single-mode – 3c STS-1	450.00	560.00	230.00	210.00	190.00
- 150 Mbps 850 nm Multi-mode – 3 STS-1	450.00	560.00	230.00	210.00	190.00
- 150 Mbps 1310 nm Single-mode – 3 STS-1	450.00	560.00	230.00	210.00	190.00
- 300 Mbps 850 nm Multi-mode – 6c STS-1	450.00	600.00	300.00	280.00	260.00
- 300 Mbps 1310 nm Single-mode – 6c STS-1	450.00	600.00	300.00	280.00	260.00
- 300 Mbps 850 nm Multi-mode – 6 STS-1	450.00	600.00	300.00	280.00	260.00
- 300 Mbps 1310 nm Single-mode – 6 STS-1	450.00	600.00	300.00	280.00	260.00
- 450 Mbps 850 nm Multi-mode – 9c STS-1	450.00	640.00	340.00	310.00	290.00
- 450 Mbps 1310 nm Single-mode – 9c STS-1	450.00	640.00	340.00	310.00	290.00
- 450 Mbps 850 nm Multi-mode – 9 STS-1	450.00	640.00	340.00	310.00	290.00
- 450 Mbps 1310 nm Single-mode – 9 STS-1	450.00	640.00	340.00	310.00	290.00
- 600 Mbps 850 nm Multi-mode – 12c STS-1	450.00	700.00	380.00	340.00	320.00
- 600 Mbps 1310 nm Single-mode – 12c STS-1	450.00	700.00	380.00	340.00	320.00
- 600 Mbps 850 nm Multi-mode – 12 STS-1	450.00	700.00	380.00	340.00	320.00
- 600 Mbps 1310 nm Single-mode – 12 STS-1	450.00	700.00	380.00	340.00	320.00
- 1000 Mbps 850 nm Multi-mode – 21 STS-1	400.00	740.00	520.00	475.00	425.00
- 1000 Mbps 1310 nm Single-mode – 21 STS-1	400.00	740.00	520.00	475.00	425.00
- 1000 Mbps 850 nm Multi-mode – 24c STS-1	400.00	740.00	520.00	475.00	425.00
- 1000 Mbps 1310 nm Single-mode – 24c STS-1	400.00	740.00	520.00	475.00	425.00
(r) Per Flex DS1	360.00	45.00	34.00	27.00	25.00
(s) Per 100 Mbps (1 STS-1) Metro Ethernet Backbone	800.00	500.00	175.00	155.00	140.00
(t) Per 100 Mbps (3 STS-1) Metro Ethernet Backbone	800.00	540.00	210.00	190.00	170.00
(u) Per 1000 Mbps Metro Ethernet Backbone	850.00	740.00	520.00	475.00	425.00
(v) Per Fractional 1000 Mbps Metro Ethernet Backbone					
- 150 Mbps (3 STS-1)	850.00	560.00	230.00	210.00	190.00
- 300 Mbps (6 STS-1)	850.00	600.00	300.00	280.00	260.00
- 450 Mbps (9 STS-1)	850.00	640.00	340.00	310.00	290.00
- 600 Mbps (12 STS-1)	850.00	700.00	380.00	340.00	320.00
(w) Per Fiber Connection (FICON) (21 STS-1)	500.00	810.00	570.00	520.00	470.00
(x) Per Fiber Connection (FICON) (24c STS-1)	500.00	810.00	570.00	520.00	470.00
(y) Per Fiber Connection (FICON) Express (48 STS-1)	520.00	1,280.00	1,060.00	970.00	840.00
(z) Per Fiber Connection (FICON) Express (48c STS-1)	520.00	1,280.00	1,060.00	970.00	840.00
(aa) Per Fiber Channel 100 (21 STS-1)	500.00	830.00	580.00	530.00	480.00
(ab) Per Fiber Channel 100 (24c STS-1)	500.00	830.00	580.00	530.00	480.00
(ac) Per Fiber Channel 200 (48 STS-1)	520.00	1,360.00	1,130.00	1,030.00	890.00
(ad) Per Fiber Channel 200 (48c STS-1)	520.00	1,360.00	1,130.00	1,030.00	890.00

B5. DIGITAL NETWORK SERVICE

B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B5.4.4 Rates and Charges (Cont'd)

A. Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing Service) (Cont'd)

7. Central Office Node (per Node)

	Nonrecurring Charge	Month To Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(a) OC-3 capacity	\$370.00	\$1,400.00	\$990.00	\$900.00	\$810.00
(b) OC-3+ capacity	370.00	2,250.00	1,845.00	1,575.00	1,350.00
(c) OC-12 capacity	375.00	2,680.00	1,980.00	1,800.00	1,575.00
(d) OC-48 capacity	375.00	4,860.00	4,110.00	4,050.00	3,510.00
(e) OC-48+ capacity	375.00	5,490.00	4,110.00	4,050.00	3,510.00
(f) OC-192 capacity	540.00	25,000.00	9,375.00	8,250.00	3,300.00
(g) OC-192+ capacity	540.00	25,000.00	9,375.00	8,250.00	7,300.00
(h) OC-3 Shared Node Interconnection	550.00	980.00	690.00	630.00	570.00
(i) OC-12 Shared Node Interconnection	550.00	1,820.00	1,390.00	1,260.00	1,100.00
(j) OC-48 Shared Node Interconnection	550.00	3,400.00	2,880.00	2,840.00	2,460.00
(k) OC-48+ Shared Node Interconnection	550.00	3,840.00	2,880.00	2,840.00	2,460.00

8. Central Office Channel Interface (per Central Office Node)

(a) Per DS1	125.00	40.00	35.00	30.00	25.00
(b) Per DS3	185.00	115.00	85.00	80.00	75.00
(c) Per STS-1	215.00	150.00	105.00	100.00	90.00
(d) Per OC-3, 2 fiber	340.00	255.00	190.00	170.00	160.00
(e) Per OC-3, 4 fiber	340.00	515.00	380.00	340.00	320.00
(f) Per OC-12, 2 fiber	540.00	745.00	515.00	475.00	440.00
(g) Per OC-12, 4 fiber	540.00	1,490.00	1,030.00	950.00	880.00
(h) Per OC-48, 2 fiber	650.00	1,600.00	1,325.00	1,215.00	1,050.00
(i) Per OC-48, 4 fiber	650.00	3,200.00	2,650.00	2,430.00	2,100.00
(j) Per OC-192, 2 fiber	1,600.00	7,500.00	4,800.00	3,300.00	2,850.00
(k) Per OC-192, 4 fiber	1,600.00	15,000.00	9,600.00	6,600.00	5,700.00
(l) Per 28 DS1 Channel System (DS3)	140.00	700.00	600.00	550.00	525.00
(m) Per 28 DS1 Channel System (STS-1)	140.00	750.00	550.00	500.00	450.00
(n) Per DS1 on 28 DS1 Channel System (DS3)	140.00	18.00	12.00	9.00	8.00
(o) Per DS1 on 28 DS1 Channel System (STS-1)	155.00	40.00	35.00	30.00	25.00
(p) Per DS1 within an STS-1 Asymmetrical Arrangement	360.00	25.00	22.00	20.00	18.00
(q) Per DS3 (Asymmetrical with DS1)	400.00	550.00	450.00	400.00	350.00
(r) Per 10 Mbps	450.00	500.00	175.00	155.00	140.00
(s) Per 100 Mbps (3 STS-1) - Electrical	450.00	540.00	210.00	190.00	170.00
(t) Per 100 Mbps (3 STS-1) - Optical	550.00	540.00	210.00	190.00	170.00

B5. DIGITAL NETWORK SERVICE

B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B5.4.4 Rates and Charges (Cont'd)

A. Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing Service) (Cont'd)

8. Central Office Channel Interface (per Node)

	Nonrecurring Charge	Month To Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(u) Per Fractional 1000 Mbps					
- 50 Mbps – 1 STS-1	\$450.00	\$520.00	\$190.00	\$170.00	\$150.00
- 150 Mbps – 3c STS-1	450.00	560.00	230.00	210.00	190.00
- 150 Mbps – 3 STS-1	450.00	560.00	230.00	210.00	190.00
- 300 Mbps – 6c STS-1	450.00	600.00	300.00	280.00	260.00
- 300 Mbps – 6 STS-1	450.00	600.00	300.00	280.00	260.00
- 450 Mbps – 9c STS-1	450.00	640.00	340.00	310.00	290.00
- 450 Mbps – 9 STS-1	450.00	640.00	340.00	310.00	290.00
- 600 Mbps – 12c STS-1	450.00	700.00	380.00	340.00	320.00
- 600 Mbps – 12 STS-1	450.00	700.00	380.00	340.00	320.00
- 1000 Mbps – 21 STS-1	400.00	740.00	520.00	475.00	425.00
- 1000 Mbps – 24c STS-1	400.00	740.00	520.00	475.00	425.00
(v) Per Flex DS1	250.00	40.00	30.00	25.00	20.00
(w) Per 100 Mbps (1 STS-1) Metro Ethernet Backbone	800.00	500.00	175.00	155.00	140.00
(x) Per 100 Mbps (3 STS-1) Metro Ethernet Backbone	800.00	540.00	210.00	190.00	170.00
(y) Per 1000 Mbps Metro Ethernet Backbone	850.00	740.00	520.00	475.00	425.00
(z) Per Fractional 1000 Mbps Metro Ethernet Backbone					
- 150 Mbps (3 STS-1)	850.00	560.00	230.00	210.00	190.00
- 300 Mbps (6 STS-1)	850.00	600.00	300.00	280.00	260.00
- 450 Mbps (9 STS-1)	850.00	640.00	340.00	310.00	290.00
- 600 Mbps (12 STS-1)	850.00	700.00	380.00	340.00	320.00
(aa) Per Fiber Connection (FICON) (21 STS-1)	500.00	810.00	570.00	520.00	470.00
(ab) Per Fiber Connection (FICON) (24c STS-1)	500.00	810.00	570.00	520.00	470.00
(ac) Per Fiber Connection (FICON) Express (48 STS-1)	520.00	1,280.00	1,060.00	970.00	840.00
(ad) Per Fiber Connection (FICON) Express (48c STS-1)	520.00	1,280.00	1,060.00	970.00	840.00
(ae) Per Fiber Channel 100 (21 STS-1)	500.00	830.00	580.00	530.00	480.00
(af) Per Fiber Channel 100 (24c STS-1)	500.00	830.00	580.00	530.00	480.00
(ag) Per Fiber Channel 200 (48 STS-1)	520.00	1,360.00	1,130.00	1,030.00	890.00
(ah) Per Fiber Channel 200 (48c STS-1)	520.00	1,360.00	1,130.00	1,030.00	890.00

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.4 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

B5.4.4 Rates and Charges (Cont'd)

A. Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing Service) (Cont'd)

9. Channel Interface Capacity Reallocation
Nonrecurring Charge
(a) Per Node, Per occurrence \$290.00
10. Concatenation Rearrangement Charge
Nonrecurring Monthly Charge Rate Initial Subsequent
(a) Per OC-3, OC-12 or OC-48 optical circuit rearranged as concatenated or non-concatenated subsequent to the initial installation of the circuit - \$500.00
11. SMARTRing Service Rearrangement
(a) Surveillance, Per Node, per SMARTRing service - 255.00
(b) Reconfiguration, Per STS-1 group, per Node - 365.00
12. Basic Shared Ethernet LAN Access Link
(a) Customer Premises Access Link Connection

	Nonrecurring Charge	Month To Month	24 to 48 Months	49 to 72 Months	73 to 96 Months
(1) Per 10 Mbps Basic Shared Ethernet LAN Access Link - Electrical ¹	2,050.00	\$730.00	\$250.00	\$220.00	\$200.00
(2) Per 100 Mbps Basic Shared Ethernet LAN Access Link - Electrical ¹	2,050.00	780.00	300.00	280.00	250.00
(3) Per 100 Mbps Basic Shared Ethernet LAN Access Link – Optical 1310 nm Single-mode ¹	2,050.00	780.00	300.00	280.00	250.00
(4) Per Fractional 1000 Mbps Basic Shared Ethernet LAN Access Link - Optical ¹					
- 50 Mbps 850 nm Multi-mode	2,050.00	750.00	280.00	250.00	240.00
- 50 Mbps 1310 nm Single-mode	2,050.00	750.00	280.00	250.00	240.00
- 150 Mbps 850 nm Multi-mode	2,050.00	810.00	330.00	300.00	280.00
- 150 Mbps 1310 nm Single-mode	2,050.00	810.00	330.00	300.00	280.00
- 300 Mbps 850 nm Multi-mode	2,050.00	870.00	440.00	410.00	380.00
- 300 Mbps 1310 nm Single-mode	2,050.00	870.00	440.00	410.00	380.00
- 450 Mbps 850 nm Multi-mode	2,050.00	930.00	490.00	450.00	420.00
- 450 Mbps 1310 nm Single-mode	2,050.00	930.00	490.00	450.00	420.00
- 600 Mbps 850 nm Multi-mode	2,050.00	1,020.00	550.00	490.00	460.00
- 600 Mbps 1310 nm Single-mode	2,050.00	1,020.00	550.00	490.00	460.00
- 1000 Mbps 850 nm Multi-mode	2,050.00	1,120.00	650.00	590.00	560.00
- 1000 Mbps 1310 nm Single-mode	2,050.00	1,120.00	650.00	590.00	560.00

Note 1: Basic Shared Ethernet LAN Access Link interfaces are available based on equipment capability and only at Customer Nodes.

B5. DIGITAL NETWORK SERVICE

B5.5 SMARTPath Service

B5.5.1 General

- A.** SMARTPath service is furnished for Private Line IntraLATA Communications by the Company.
- B.** SMARTPath service is a service for transmission of digital signals only and uses only digital transmission facilities.
- C.** SMARTPath service is a shared high capacity network service capable of providing a 1.544 Mbps transport link with high performance and reliability parameters and a level of redundancy/diversity designed to limit a single event from interrupting service.
- D.** This service is available only in those locations within specified SMARTPath service Areas, which the Company determines, can be incorporated into the SMARTPath service network enabling the Company to provide the specified level of performance and reliability. For locations where a customer requests SMARTPath service and facilities are not available.
- E.** SMARTPath service Areas are identified in the NATIONAL EXCHANGE CARRIER TARIFF (NECA) F.C.C. No. 4.
- F.** DS1s carried over Synchronous Optical Network (SONET) transport systems can incur phase transients as a result of pointer adjustments. In some instances timing problems could surface in customer's equipment with Stratum 3 or better clocks. This may result in the customer's clock disqualifying its synchronization reference, generating an alarm and/or selecting an alternate reference or entering holdover. To insure proper operation, channelized DS1 circuits must comply with Section A10.1 of the General Subscriber Service Tariff. When timing is taken from a Company transported DS1, the customer's equipment must be capable of accommodating SONET pointer adjustments.

B5.5.2 Regulations

A. Description of Service

- 1. SMARTPath service provides a transport link between a customer designated premises where the network is accessed and (1) another customer designated premises, in the same SMARTPath service Area or (2) a serving wire center in the same SMARTPath service Area for connection to (a) Dedicated DS1 Channel Service, FlexServ service, or LightGate service, or (b) a SMARTPath service Area Junction of another SMARTPath service area in the same Metropolitan Area.
- 2. The performance objectives for SMARTPath service are as follows:
 - a. Meet or exceed 99.99 percent Circuit Availability on a monthly basis. This objective applies except where a customer's equipment is disconnected and/or inoperative.
 - b. Meet or exceed 99.95 percent Error Free Seconds on a monthly basis.
 - c. Meet or exceed .009 percent Severely Errored Seconds on a monthly basis.
- 3. The performance guarantee for SMARTPath service is as follows:
 - a. Guaranteed Service Installation - the Company will meet negotiated due date or credit an amount equal to the nonrecurring charge according to the Service Installation Guarantee described in B2.4.17.
 - b. Service Continuity - in the event of primary facility failure, service is guaranteed to switch to an alternate facility path in sixty seconds or less. Failure to meet this guarantee will result in a credit as described in B5.5.2.E.2. following where the trouble is in the network on public right-of-way.

B. Definitions

SMARTPath service Area Connection

The SMARTPath service Area Connection provides for the connection at the designated premises where the customer gains access to SMARTPath service and transport to a designated junction in the same SMARTPath service Area. SMARTPath service Area Junction The SMARTPath service Area Junction provides for the connection between the SMARTPath service network and (1) another customer designated premises, in the same SMARTPath service Area or (2) a serving wire center in the same SMARTPath service Area for connection to (a) DS1 Basic Channelization, FlexServ service, or LightGate service, or (b) a SMARTPath service Area Junction of another SMARTPath service Area in the same Metropolitan Area.

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.5 SMARTPath Service

B5.5.2 Regulations (Con't)

C. Application of Rates

1. Monthly rates and charges as specified in B5.5.3 following apply for each SMARTPath service. The transport provided within a SMARTPath service Area is provided at 1.544 Mbps. Rate categories include a SMARTPath service Area Connection, and a SMARTPath service Area Junction.
2. Recurring and nonrecurring charges apply for each SMARTPath service Area connection and SMARTPath service Area Junction Connection.
3. SMARTPath service is available under several payment plans: Month-to-month (with a 4-month minimum), Plan A (24-48 Months), Plan B (49-72 Months). Plan A and Plan B are provided under conditions specified in the Channel Services Payment Plan (CSPP), B2.4.9.B. preceding. If upon completion of a payment period option the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.
4. The rates applicable to a month-to-month payment plan are subject to Company initiated changes. Rates stabilized under a CSPP arrangement are exempt from Company initiated increases, however, decreases for any rate element will automatically flow through to the customer.
5. A SMARTPath service performance credit, as specified in B5.5.2.E.2. will apply.

D. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to SMARTPath service when such connection is made in accordance with the provisions specified in 2. and 3. following.
2. Responsibility of the Company
 - a. The responsibility of the Company shall be limited to the furnishing and maintenance of SMARTPath service to a network interface on the customer's premises.
 - b. The Company shall not be responsible for installation, maintenance of any terminal equipment or communications systems provided by a customer. SMARTPath service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities, the responsibility of the Company shall be limited to furnishing of facilities suitable for SMARTPath service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
 - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission or
 - the reception of signals by such equipment or systems, or
 - damage to terminal equipment or communication system provided by a customer or authorized user due to testing.
 - c. The Company shall not be responsible to the customer if changes in any of the facilities, operations or procedures of the Company utilized in the provision of SMARTPath service render any facilities or equipment provided by the customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
 - d. The Company undertakes to maintain and repair facilities which it furnishes. The customer may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without prior written consent of the Company.
3. Responsibility of the Customer
 - a. The customer is responsible for installing and testing his premises equipment or facilities to insure that when they are connected to SMARTPath service such equipment or facilities are operating properly.
 - b. The operating characteristics of the customer premises equipment shall be such as to not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment provided by the customer does not: endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon that the equipment provided by a customer is causing or is likely to cause such hazard or interference, the customer shall take such steps as such steps as shall be necessary to remove or prevent such hazard or interference.
 - c. The customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the customer will be responsible for all expenses incurred in changes to their premises equipment.

B5. DIGITAL NETWORK SERVICE

B5.5 SMARTPath Service

B5.5.2 Regulations (Con't)

C. Application of Rates

1. Monthly rates and charges as specified in B5.5.3 following apply for each SMARTPath service. The transport provided within a SMARTPath service Area is provided at 1.544 Mbps. Rate categories include a SMARTPath service Area Connection, and a SMARTPath service Area Junction.
2. Recurring and nonrecurring charges apply for each SMARTPath service Area connection and SMARTPath service Area Junction Connection.
3. SMARTPath service is available under several payment plans: Month-to-month (with a 4-month minimum), Plan A (24-48 Months), Plan B (49-72 Months). Plan A and Plan B are provided under conditions specified in the Channel Services Payment Plan (CSPP), B2.4.9.B. preceding. If upon completion of a payment period option the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.
4. The rates applicable to a month-to-month payment plan are subject to Company initiated changes. Rates stabilized under a CSPP arrangement are exempt from Company initiated increases, however, decreases for any rate element will automatically flow through to the customer.
5. A SMARTPath service performance credit, as specified in B5.5.2.E.2. will apply.

D. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to SMARTPath service when such connection is made in accordance with the provisions specified in 2. and 3. following.
2. Responsibility of the Company
 - a. The responsibility of the Company shall be limited to the furnishing and maintenance of SMARTPath service to a network interface on the customer's premises.
 - b. The Company shall not be responsible for installation, maintenance of any terminal equipment or communications systems provided by a customer. SMARTPath service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities, the responsibility of the Company shall be limited to furnishing of facilities suitable for SMARTPath service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
 - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission or
 - the reception of signals by such equipment or systems, or
 - damage to terminal equipment or communication system provided by a customer or authorized user due to testing.
 - c. The Company shall not be responsible to the customer if changes in any of the facilities, operations or procedures of the Company utilized in the provision of SMARTPath service render any facilities or equipment provided by the customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
 - d. The Company undertakes to maintain and repair facilities which it furnishes. The customer may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without prior written consent of the Company.
3. Responsibility of the Customer
 - a. The customer is responsible for installing and testing his premises equipment or facilities to insure that when they are connected to SMARTPath service such equipment or facilities are operating properly.
 - b. The operating characteristics of the customer premises equipment shall be such as to not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment provided by the customer does not: endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon that the equipment provided by a customer is causing or is likely to cause such hazard or interference, the customer shall take such steps as such steps as shall be necessary to remove or prevent such hazard or interference.
 - c. The customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the customer will be responsible for all expenses incurred in changes to their premises equipment.

B5. DIGITAL NETWORK SERVICE

B5.5 SMARTPath Service

B5.5.2 Regulations (Con't)

E. Connections

1. Responsibility of the Customer
 - d. ANSI T1.403-1989 Extended SuperFrame Format (ESF) is required on all circuits in order to assure performance objectives.

F. Payment Arrangements and Credit Allowances

1. The minimum service period for SMARTPath service is four (4) months.
2. For SMARTPath service, failure by the Company to meet the performance guarantee described in A.3 General Subscriber Service Tariff will prompt a credit equal to 100 percent for affected SMARTPath service rate elements. The monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., SMARTPath service Area Connection and SMARTPath service Area Junction). A customer request for credit will not be required. The credit will be applied through normal administrative processes and the dollar amount will be reflected on the customer's bill. The credit will apply no more than once per calendar month and shall not exceed the monthly rate for the service.
3. SMARTPath service is eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in B2.4.17 preceding.

B5.5.3 Rates and Charges

A. SMARTPath service Area Connection

1. 1.544 Mbps

	Nonrecurring Charge		Month	Plan A	Plan B
	First	Add'l	to Month	24 to 48 Months	49 to 72 Months
(a) Per SMARTPath service Area Connection	\$430.00	\$140.00	\$510.00	\$345.00	\$330.00

B. SMARTPath service Area Junction

1. 1.544 Mbps

(a) Per Customer Designated Premises	430.00	140.00	160.00	110.00	90.00
(b) Per Serving Wire Center Connection	430.00	140.00	75.00	45.00	30.00

C. Service Rearrangements

If the change involves changing a customer's Dedicated DS1 Service, formerly MegaLink, to SMARTPath service, the change will be considered a disconnect of the existing service and full nonrecurring charges will apply for the SMARTPath service. If the existing Dedicated DS1 Service, formerly MegaLink is provided under a Channel Services Payment Plan (CSPP) agreement, a change to SMARTPath service under CSPP will be considered an upgrade and termination liability charges will not apply.

D. Moves

1. A move involves a change in the physical location of one of the following:
 - a. The point of interface at the customer premises.
 - b. The customer's premises.
2. 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 the nonrecurring charge. There will be no change in the minimum period requirements. If a move is made at the same time a service rearrangement is made, the total charge will never exceed a full nonrecurring charge for the basic service.
 - b. To a Different Building
For SMARTPath service point-to-point arrangements within the same SMARTPath service area, moves to a different building will be treated as a service move rather than a discontinuance and start of service. Nonrecurring charges will apply for the SMARTPath service Area Connection or the SMARTPath service Area Junction at the location being moved. For SMARTPath service point-to-point arrangements with termination points in different SMARTPath service Areas, a move to a different building within the same SMARTPath service Area will be treated as a service move rather than a discontinuance and start of service. Nonrecurring charges will apply for the SMARTPath service Area Connection or the SMARTPath service Area Junction at the location being moved. For SMARTPath service point-to-point arrangements with terminating points in different SMARTPath service Areas, a move to a different building in a different SMARTPath service Area will be treated as a discontinuance and start of service. All associated nonrecurring charges will apply. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

E. A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The termination charge is equal to the applicable rate per rate element for the current contract multiplied by the difference in months between the time the CSPP contract has been in effect and the minimum contract length multiplied times a factor. The factor is 50 percent for contracts that have been in effect twelve months or less, or 20 percent for contracts that have been in effect longer than twelve months.

B5. DIGITAL NETWORK SERVICE

B5.6 Dedicated DS1 Plus Service, formerly MegaLink Plus Service

B5.6.1 General

- A.** Dedicated DS1 Plus Service, formerly MegaLink Plus Service is furnished for Private Line IntraLATA Communications by the Company.
- B.** Dedicated DS1 Plus Service, formerly MegaLink Plus Service is a service for transmission of digital signals only and uses only digital transmission facilities.
- C.** Dedicated DS1 Plus service is a fiber-based high capacity network service providing a 1.544 Mbps transport link with high performance and reliability parameters. This service utilizes structurally diverse loop facilities designed to limit single points of failure between a customer's location and its normal serving wire center.
- D.** Dedicated DS1 Plus service is available to customer locations where existing loop facilities are fiber-based and utilize structurally diverse routes. For locations where loop facilities are not available to satisfy customer requests for Dedicated DS1 Plus Service, formerly MegaLink Plus Service, special construction charges will apply as set forth in Section B5. preceding.

B5.6.2 Regulations

- A.** Description of Service
 - 1. Dedicated DS1 Plus service utilizes a self-healing diverse fiber-based local channel (loop) transport link between a customer designated premises and the normal serving wire center.
 - 2. Dedicated DS1 Plus service is furnished on a link (partial) basis for connection at the normal serving wire center to another Dedicated DS1 Plus Service, formerly MegaLink Plus Service, Dedicated DS1 channel service, LightGate service, or SMARTRing service. Connectivity between Dedicated DS1 Plus Service, formerly MegaLink Plus Service and these other services may be provided via a Dedicated DS1 Service, formerly MegaLink Interoffice Channel between central offices.
 - 3. All appropriate rates, charges, rules and regulations specified in other tariff sections for connected services are in addition to those for Dedicated DS1 Plus Service, formerly MegaLink Plus Service specified in this tariff.
 - 4. Performance objectives for Dedicated DS1 Plus Service, formerly MegaLink Plus Service between the customer's location and the serving wire center are as follows:
 - a. Meet or exceed 99.98 percent Circuit Availability.
 - b. Meet or exceed 99.95 percent Error Free Seconds.
 - c. Meet or exceed .010 Severely Errored Seconds. The objectives apply except when a customer's equipment and/or cabling is disconnected and/or inoperative, or when a Dedicated DS1 Service, formerly MegaLink Interoffice Channel is used in conjunction with a Dedicated DS1 Plus Service, formerly MegaLink Plus Service Local Channel.
 - 5. Performance guarantees for Dedicated DS1 Plus Service, formerly MegaLink Plus Service are as follows:
 - a. Service Installation
The Company will meet negotiated due date or credit an amount equal to the month-to-month payment plan nonrecurring charge according to the Service Installation Guarantee provisions described in B2.4.17 preceding.
 - b. Service Continuity
In the event of primary failure, service is guaranteed to switch to an alternate facility path in sixty seconds or less. Failure to meet this guarantee will result in a credit as described in B5.6.2.E.3. following where the trouble is in the local loop facility on public right-of-way.

B. Definitions

DEDICATED DS1 PLUS SERVICE LOCAL CHANNEL

The Dedicated DS1 Plus Service, formerly MegaLink Plus Service Local Channel provides for the connection between a customer's designated premises to their serving wire center.

C. Application of Rates

- 1. Monthly rates and charges as specified in B5.6.3.A. following apply for each Dedicated DS1 Plus Service, formerly MegaLink Plus Service local channel.
- 2. Recurring and nonrecurring rates and charges apply for each Dedicated DS1 Plus Service, formerly MegaLink Plus Service. Nonrecurring charges will not apply for the Dedicated DS1 Plus Service, formerly MegaLink Plus Service Local Channel rate element when Dedicated DS1 Plus Service, formerly MegaLink Plus Service is furnished under a payment plan other than month-to-month. Available payment plans are described in 3. following.

B5. DIGITAL NETWORK SERVICE

B5.6 Dedicated DS1 Plus Service, formerly MegaLink Plus Service (Cont'd)

B5.6.2 Regulations (Cont'd)

C. Application of Rates (Cont'd)

3. Dedicated DS1 Plus Service, formerly MegaLink Plus Service is available under several payment plans: Month-to-month (with a one-month minimum), Plan A (24-48 Months), Plan B (49-72 Months), and Plan C (73-96 Months) under conditions specified in the Channel Services Payment Plan (CSPP) in B2.4 preceding.
4. Month-to-month payment plan rates are subject to Company initiated changes. Dedicated DS1 Plus Service, formerly MegaLink Plus Service rates provided under a CSPP arrangement are exempt from Company initiated rate increases for the duration of the payment plan length selected; however, decreases on recurring rates will flow through to the customer.
5. A Termination Liability Charge (TLC) is applicable at the date of termination. The applicable charge is dependent on the customer-specified payment period subscribed to and will be equal to fifty percent (50%) of the following: the number of months remaining in the payment period times the applicable monthly rate. However, a TLC will not apply, subject to the provisions set forth in B2.4.9.B. or customer requested changes to services not covered by the CSPP that are offered by the Company under an optional payment plan.

D. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to Dedicated DS1 Plus Service, formerly MegaLink Plus Service when such connection is made in accordance with the provisions specified in 2. and 3. following.
2. Responsibility of the Company
 - a. The responsibility of the Company shall be limited to the furnishing and maintenance of Dedicated DS1 Plus Service, formerly MegaLink Plus Service to a network interface on the customer's premises.
 - b. The Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications system provided by a customer. Dedicated DS1 Plus Service, formerly MegaLink Plus Service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities, the responsibility of the Company shall be limited to furnishing of facilities suitable for Dedicated DS1 Plus Service, formerly MegaLink Plus Service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
 - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
 - the reception of signals by such equipment or systems, or
 - damage to terminal equipment or communication system provided by a customer or authorized user due to testing.
 - c. The Company shall not be responsible to the customer if changes in any of the facilities, operations, or procedures of the Company utilized in the provision of Dedicated DS1 Plus Service, formerly MegaLink Plus Service render any facilities or equipment provided by the customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
 - d. The Company undertakes to maintain and repair facilities, which it furnishes. The customer may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without prior written consent of the Company.

Issued: January 1, 2012
By: Deborah Nobles
Orange Park, Florida

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.6 Dedicated DS1 Plus Service, formerly MegaLink Plus Service (Cont'd)

B5.6.2 Regulations (Cont'd)

D. Connections (Cont'd)

3. Responsibility of the Customer

- a. The customer is responsible for installing and testing premises equipment or facilities to insure that when they are connected to Dedicated DS1 Plus Service, formerly MegaLink Plus Service such equipment or facilities are operating properly.
- b. The operating characteristics of the customer premises equipment shall be such as to not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment provided by the customer does not: endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or other facilities of the Company; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon notice that the equipment provided by a customer is causing or is likely to cause such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- c. The customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the customer will be responsible for all expenses incurred in changes to his premises equipment.
- d. When Dedicated DS1 Plus Service, formerly MegaLink Plus Service is connected at the serving wire center to another service which is provisioned with ANSI T1.403-1995 Extended Superframe Format (ESF) and/or Clear Channel Capability, the customer will be required to add the same format and/or line code standard to the Dedicated DS1 Plus Service, formerly MegaLink Plus Service to ensure compatibility. Rates and regulations associated with Clear Channel Capability are located in **B5.1** of this tariff.
- e. The Company is authorized to provide Dedicated DS1 Plus Service, formerly MegaLink Plus Service for use in application testing subject to the regulations set forth in B2.1.16. Up to three each of Dedicated DS1 Plus Service, formerly MegaLink Plus Service local channels and interoffice channels may be utilized in a typical applications test configuration. The Company is authorized to deviate from this average in order to fully participate in an application test with a customer, which cannot otherwise be performed to the customer's satisfaction.

E. Payment Arrangements and Credit Allowances

1. The minimum service period for Dedicated DS1 Plus Service, formerly MegaLink Plus Service is one month.
2. Suspension of service is not allowed.
3. Failure by the Company to meet the performance guarantee described in **B5.6.2.A.5.b.** will result in a credit of an amount equal to the monthly rate billed for the service. Credit for interruptions of sixty (60) seconds or more will be applied through normal administrative processes and the dollar amount will be reflected on the customer's bill. A customer must report the outage in order to receive credit. The credit will apply no more than once per calendar month, and shall not exceed the monthly rate for the service.
4. Dedicated DS1 Plus Service, formerly MegaLink Plus Service is eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in B2.4.17 preceding.

Effective: January 3, 2012

B5. DIGITAL NETWORK SERVICE

B5.6 Dedicated DS1 Plus Service, formerly MegaLink Plus Service (Cont'd)

B5.6.3 Rates and Charges

A. A Dedicated DS1 Plus Service, formerly MegaLink Plus Service Local Channel is furnished between a customer's premises and the Serving Wire Center.

1. Dedicated DS1 Plus Service, formerly MegaLink Plus Service Local Channel, each ¹

	Nonrecurring Charge		Month to	Plan A 24-48	Plan B 49-72	Plan C 73-96
	First	Add'l	Month	Months	Months	Months
(a) 1.544 Mbps	\$675.00	\$555.00	\$215.00	\$155.00	\$145.00	\$140.00

B. Dedicated DS1 Service, formerly MegaLink Interoffice Channels are furnished between Central Offices to connect Dedicated DS1 Plus service Local Channels between two customer premises.

1. Interoffice Channel, each channel 0-8 miles ²
 - (a) Fixed Monthly Rate
 - (b) Each Airline Mile, or fraction thereof
2. Interoffice Channel, each channel 9-25 miles ²
 - (a) Fixed Monthly Rate
 - (b) Each Airline Mile, or fraction thereof
3. Interoffice Channel, each channel over 25 miles ²
 - (a) Fixed Monthly Rate
 - (b) Each Airline Mile, or fraction thereof

C. Service Rearrangements

If the change involves changing a customer's Dedicated DS1 Service, formerly MegaLink to Dedicated DS1 Plus Service, formerly MegaLink Plus Service, the change will be considered a disconnect of the existing service and full nonrecurring charges will apply for the Dedicated DS1 Plus Service, formerly MegaLink Plus Service, as appropriate¹. Changes from Dedicated DS1 Service, formerly MegaLink to Dedicated DS1 Plus Service, formerly MegaLink Plus Service will be considered an upgrade with regard to application of termination liability charges in accordance with the CSPP provisions provided in B2.4 preceding.

D. Moves

1. A move involves a change in the physical location of one of the following:
 - a. The point of interface at the customer premises.
 - b. The customer's premises.
2. 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 the month-to-month nonrecurring charge. There will be no change in the minimum period requirements. If a move is made at the same time a service rearrangement is made, the total charge will never exceed a full nonrecurring charge for the month-to-month service.
 - b. To a Different Building
When the move is to a new location in Company territory within the same state, the charge for the move is equal to the sum of all nonrecurring charges applicable to a new Dedicated DS1 Plus service, formerly MegaLink Plus Service month-to-month service arrangement at the new location. When the move is to a new location in Company territory in a different state, the move will be treated as a discontinuance and start of service. The customer will be responsible for satisfying all outstanding minimum period charges for the discontinued service. All applicable nonrecurring charges at the new location will apply.

Note 1: Nonrecurring charges do not apply to Dedicated DS1 Plus Service, formerly MegaLink Plus Service Local Channels provided under a +contract plan.

Note 2: Refer to B5.1.3.B. for applicable nonrecurring charges and recurring rates.

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By: Deborah Nobles
Orange Park, Florida

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B5. DIGITAL NETWORK SERVICE

B5.7 Dedicated DS1 Light Service, formerly Megalink Light Service

B5.7.1 General

A. Dedicated DS1 Light Service, formerly MegaLink Light Service is furnished for Private Line IntraLATA Communications by the Company.

B. Dedicated DS1 Light Service, formerly MegaLink Light Service is a service for transmission of digital signals only and uses only digital transmission facilities.

C. Dedicated DS1 Light Service, formerly MegaLink Light Service is a fiber-based high capacity network service providing a 1.544 Mbps (DS1) transport link.

D. Dedicated DS1 Light service provides for the simultaneous two-way transmission of serial, Bipolar Return-to-Zero (BPRZ) isochronous digital signals, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format, at DS1 speeds of 1.544 Mbps, and is available to customer locations where existing loop facilities are fiber-based. The rates specified for Dedicated DS1 Light Service, formerly MegaLink Light Service in B.7.4.3 following, contemplate the provision of a digital quality facility via existing exchange facilities compatible with this service. When Dedicated DS1 Light Service, formerly MegaLink Light Service is requested at locations where loop facilities are not available to satisfy customer requests for Dedicated DS1 Light Service, formerly MegaLink Light Service, special construction charges will apply as set forth in Section B5. preceding.

E. Unless specified following, the regulations for Dedicated DS1 Light Service, formerly Megalink Light Service specified herein apply in addition to the regulations set forth in Section B2. preceding.

B5.7.2 Regulations

A. Description of Service

1. Dedicated DS1 Light Service, formerly MegaLink Light Service utilizes a fiber-based local channel (loop) transport link between a customer designated premises and its normal serving wire center.

2. Dedicated DS1 Light Service, formerly MegaLink Light Service is furnished on a link (partial channel) basis for connection at the normal serving wire center to Centrex Type Services¹, Dedicated DS1 channel service, FlexServ service, LightGate service or SMARTRing service. Connectivity between Dedicated DS1 Light Service, formerly MegaLink Light Service and these other services may be provided via a Dedicated DS1 Service, formerly MegaLink Interoffice Channel between central offices. Except for Dedicated DS1 Service, formerly MegaLink and Dedicated DS1 Light service, those services connectable to a Dedicated DS1 Service, formerly MegaLink Interoffice Channel or a Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channel may be utilized for completion of a customer's point-to-point channel service.

3. All appropriate rates, charges, rules and regulations specified in other tariff sections for connected services are in addition to those for Dedicated DS1 Light Service, formerly MegaLink Light Service specified in this tariff.

4. Performance objectives for Dedicated DS1 Light Service, formerly MegaLink Light Service between the customer's location and the serving wire center.

5. Performance guarantees for Dedicated DS1 Light Service, formerly MegaLink Light Service are as follows:

a. Service Installation

The Company will meet negotiated due date or credit an amount equal to the month-to-month payment plan nonrecurring charge according to the Service Installation Guarantee provisions described in B2.4.17 preceding.

b. Service Continuity

Service outages in the local loop facility, will result in a credit following where the trouble is in the local loop facility on public right-of-way.

B. Definitions

Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channel

The Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channel denotes a path for Dedicated DS1 Light Service, formerly MegaLink Light Service furnished between the customer's premises and its normal serving wire center.

DS1

This denotes a channel service in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps data transmission rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment.

Note 1: Connection from Dedicated DS1 Light Service, formerly MegaLink Light Service to Centrex Type Services may not be available from all serving wire centers.

B5. DIGITAL NETWORK SERVICE

B5.7 Dedicated DS1 Light Service, formerly MegaLink Light Service (Cont'd)

B5.7.2 Regulations (Cont'd)

C. Application of Rates

1. Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channels will be charged for at rates based on the first half mile and each additional half mile for the airline distance measured between the customer's premises and its normal Serving Wire Center.
2. Recurring and nonrecurring rates and charges apply for each Dedicated DS1 Light Service, formerly MegaLink Light Service. Available payment plans are described in 3. following.
3. Dedicated DS1 Light Service, formerly MegaLink Light Service is available under several payment plans: Month-to-Month, Plan A (24-48 Months), Plan B (49-72 Months), and Plan C (73-96 Months) under conditions specified in the Channel Services Payment Plan (CSPP) in B2.4 preceding.
4. Month-to-Month payment plan rates are subject to Company initiated changes. Dedicated DS1 Light Service, formerly MegaLink Light Service rates provided under a CSPP arrangement, as specified in B2.4.9.B preceding, are exempt from Company initiated rate increases for the duration of the payment plan length selected; however, decreases on recurring rates will flow through to the customer. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current rates or revert to current Month-to-Month rates. Renewal options for Dedicated DS1 Light Service, formerly MegaLink Light Service will be as specified in B2.4.9.A.7 preceding.
5. A Termination Liability Charge (TLC) is applicable at the date of termination. The applicable charge is dependent on the payment period subscribed to and will be equal to fifty percent (50%) of the following: the number of months remaining in the payment period times the monthly rate applicable. However, a TLC will not apply for; 1) moves of service subject to the provisions set forth in **B5.7.3.B.5**, 2) customer requested changes as specified in B2.4.9.A, or 3) customer requested change to services not covered by the CSPP that are offered by the Company under a contract payment plan.
6. When a customer requests B8ZS format be provided on a Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channel, regulations and rates and charges appropriate for Clear Channel Capability (CCC) as specified for Dedicated DS1 Service, formerly MegaLink, located in B5.1 preceding, will apply.

D. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to Dedicated DS1 Light Service, formerly MegaLink Light Service when such connection is made in accordance with the provisions specified in 2. and 3. following.
2. Responsibility of the Company
 - a. The responsibility of the Company shall be limited to the furnishing and maintenance of Dedicated DS1 Light Service, formerly MegaLink Light Service to a network interface on the customer's premises.
 - b. The Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications system provided by a customer. Dedicated DS1 Light Service, formerly MegaLink Light Service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities, the responsibility of the Company shall be limited to furnishing of facilities suitable for Dedicated DS1 Light service, formerly Megalink Light Service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
 - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
 - the reception of signals by such equipment or systems, or
 - damage to terminal equipment or communication system provided by a customer or authorized user due to testing.
 - c. The Company shall not be responsible to the customer if changes in any of the facilities, operations, or procedures of the Company utilized in the provision of Dedicated DS1 Light Service, formerly MegaLink Light Service render any facilities or equipment provided by the customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
 - d. The Company undertakes to maintain and repair facilities, which it furnishes. The customer may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without prior written consent of the Company.

B5. DIGITAL NETWORK SERVICE

B5.7 Dedicated DS1 Light Service, formerly MegaLink Light Service (Cont'd)

B5.7.2 Regulations (Cont'd)

D. Connections (Cont'd)

3. Responsibility of the Customer

- a. The customer is responsible for installing and testing premises equipment or facilities to insure that when they are connected to Dedicated DS1 Light Service, formerly MegaLink Light Service such equipment or facilities are operating properly.
- b. The operating characteristics of the customer premises equipment shall be such as to not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment provided by the customer does not: endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or other facilities of the Company; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon notice that the equipment provided by a customer is causing or is likely to cause such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- c. The customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the customer will be responsible for all expenses incurred in changes to his premises equipment.
- d. When Dedicated DS1 Light Service, formerly MegaLink Light Service is connected at the serving wire center to another service which is provisioned with ANSI T1.403-1995 Extended Superframe Format (ESF) and/or Clear Channel Capability, the customer will be required to add the same format and/or line code standard to the Dedicated DS1 Light Service, formerly MegaLink Light Service to ensure compatibility. Rates and regulations associated with Clear Channel Capability are located in B5.1 of this tariff.
- e. It will be the responsibility of the customer to make a power supply available when required by the Company for its use, using Company-provided, location specific, and specifications for termination, type and location.

E. Payment Arrangements and Credit Allowances

1. The minimum service period for Dedicated DS1 Light Service, formerly MegaLink Light Service is 24 months.
2. Suspension of service is not allowed.
3. A service interruption of 30 minutes or more, attributable to the Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channel portion of the customer's end-to-end service, will result in the credit of an amount as specified in a. through e. following. These credits are applicable to the Company's Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channel portion of the customer's end-to-end service, where the trouble is in the Company's local channel facility on public right-of-way. Credits will be applied through normal administrative processes and the dollar amount will be reflected on the customer's bill. A customer must report the outage in order to receive service outage credit, and the total credit received in any month shall not exceed the monthly rate for the service.
 - a. For service interruptions of from 30 to 150 minutes duration, the customer will receive a credit of an amount equal to 25 percent of the Local Channel monthly recurring rate.
 - b. For service interruptions of from 151 to 210 minutes duration, the customer will receive a credit of an amount equal to 50 percent of the Local Channel monthly recurring rate.
 - c. For service interruptions greater than 210 minutes duration, the customer will receive a credit of an amount equal to 100 percent of the Local Channel monthly recurring rate.
 - d. Service outages of less than 30 minutes duration will not receive credit.
 - e. Service outage credits for services into which Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channels are terminated will be as is appropriate for those other services.
4. Dedicated DS1 Light Service, formerly MegaLink Light Service is eligible for credit of nonrecurring charges under provisions of the "Service Installation Guarantee" found in B2.4.17 preceding.

F. Service Changes

If the change involves changing a customer's Dedicated DS1 Service, formerly MegaLink Local Channel to a Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channel, the change will be considered a disconnect of the existing service and full nonrecurring charges will apply for the Dedicated DS1 Light Service, formerly MegaLink Light Service, as appropriate. Changes from Dedicated DS1 Service, formerly MegaLink to Dedicated DS1 Light Service, formerly MegaLink Light Service will be considered an upgrade with regard to application of termination liability charges in accordance with the CSPP provisions provided in B2.4 preceding.

B5. DIGITAL NETWORK SERVICE

B5.7 Dedicated DS1 Light Service, formerly MegaLink Light Service (Cont'd)

B5.7.3 Rates and Charges

A. Recurring Rates

1. A Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channel is furnished between a customer's premises and its normal Serving Wire Center (SWC). Rates are based on the airline distance between the customer's premises and its normal SWC.

B. Nonrecurring Charges

1. Service Establishment Charges are applicable, for each Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channel ordered, for receiving and recording information and/or taking action in connection with a customer's request, and processing the necessary data. These charges include engineering design, common centralized testing and coordination.
2. Service Change Charges are applicable for receiving and recording information and/or taking action in connection with a customer's Inside Move or Transfer of Service responsibility request, for processing the necessary data on an existing Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channel. A Service Change Charge is applicable for each Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channel associated with the customer request (in lieu of a Service Establishment Charge).
3. A Premises Visit Charge is applicable, per Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channel, for termination of the channel at a customer's premises or for Inside Moves. Only one Premises Visit Charge applies when more than one Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channel is terminated or moved at the same premises, during the same visit.
4. Connection charges are applicable for the connection and testing of Dedicated DS1 Light Service, formerly MegaLink Light Service Local Channels.
5. Moves
 - a. A move involves a change in the physical location of one of the following:
 - (1) the point of interface at the customer premises, or
 - (2) the customer's premises.
 - b. 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.
 - (1) 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 the nonrecurring charge. There will be no change in the minimum period requirements. If a move is made at the same time a service rearrangement is made, the total charge will never exceed a full nonrecurring charge for the month-to-month service.
 - (2) To a Different Building
When the move is to a new location in Company territory within the same state, the charge for the move is equal to the sum of all nonrecurring charges applicable to a new Dedicated DS1 Light Service, formerly MegaLink Light Service month-to-month service arrangement at the new location.
When the move is to a new location in Company territory in a different state, the move will be treated as a discontinuance and start of service. The customer will be responsible for satisfying all outstanding minimum period charges for the discontinued service. All applicable nonrecurring charges at the new location will apply.

C. Rate and Charge Amounts

1. Local Channel, each

	Nonrecurring Charge		Month to Month	Plan A 24-48 Months	Plan B 49-72 Months
	First	Add'l			
(a) First 1/2 Mile	\$350.00	\$170.00	\$145.00	\$140.00	\$135.00
(b) Each additional 1/2 Mile, or fraction thereof		40.00	38.00	36.00	34.00
2. Service Establishment Charge					
(a) Each 575.00					
3. Service Change Charge, Inside Move					
(a) Each 425.00					
4. Service Change Charge, Transfer of Responsibility					
(a) Each 50.00					
5. Premises Visit Charge					
(a) Each 40.00					