

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF DEDICATED COMMUNICATIONS
SERVICES WITHIN THE STATE OF MARYLAND

Issued: September 29, 2003

Effective: October 13, 2003

Issued By: AboveNet Communications, Inc.
360 Hamilton Avenue
White Plains, NY 10601

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CHECK SHEET

The sheets of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.
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1. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this Tariff for the purpose indicated below:

C	-	To signify changed regulation.
D	-	To signify discontinued rate or regulation.
I	-	To signify increased rate.
M	-	To signify a move in the location of text.
N	-	To signify new rate or regulation.
R	-	To signify reduced rate.
S	-	To signify reissued matter.
T	-	To signify a change in text but no change in rate or regulation.

1.1 TARIFF FORMAT

1.1.1 Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

1.1.2 Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

1. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF (cont'd)

1.1 TARIFF FORMAT (cont'd)

1.1.3 Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.a.
- 2.1.1.A.1.a.l.
- 2.1.1.A.1.a.l.i.

1.1.4 Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

2. DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

Part or all of a payment required before the start of service.

Authorized User

A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Carrier or Company or AboveNet

AboveNet Communications, Inc. f/k/a Metromedia Fiber Network Services, Inc., the issuer of this tariff.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

End User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Individual Case Basis (ICB)

A service arrangement in which the regulation, rates, and charges are developed based on the specific circumstances of the case.

2. DEFINITIONS (cont'd)

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service

Intrastate communications service providing dedicated one-way and/or two-way information transmission paths between points within the State of Delaware.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

2. DEFINITIONS (cont'd)

Service Order

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User or Subscriber

A Customer, joint user, or any other person authorized by a Customer to use service provided under this tariff.

3. APPLICATION OF TARIFF

- 3.1 This tariff applies to intrastate dedicated communications service supplied to Customers.

This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating, terminating, or completing intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Maryland.

4. REGULATIONS

4.1 Undertaking of the Company

4.1.1. Scope

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this Tariff.

4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D) This tariff shall be interpreted and governed by the laws of the State of Maryland regardless of its choice of laws provision.

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service, or any failure in or breakdown of facilities associated with the service.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit or refund equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

- D) The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars, or other civil commotions; strikes, lockouts, work stoppages, or other labor difficulties; criminal actions taken against the Company; unavailability, failure, or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation, or other action of any governing authority or agency thereof;
 - 3) Any unlawful or unauthorized use of the Company's facilities and services;

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

D) (cont'd)

- 4) Libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

D) (cont'd)

- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company; or
- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

- E) The Company shall be indemnified, defended, and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer equipment or facilities or service provided by the Company.

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any equipment or facilities or the service.

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Except as stated in Section 4.6.3.A of this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim (except for billing disputes in which there is no time limit for the Customer to notify the Company).
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.6 Provision of Equipment and Facilities

- A) Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained, and operated as to work satisfactorily with the facilities of the Company.

- B) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or
 - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.7 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

Special construction charges will be determined as described herein.

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors, or suppliers.

4. REGULATIONS (cont'd)4.2 Prohibited Uses

- 4.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents, and permits.
- 4.2.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- 4.2.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 4.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

4. REGULATIONS (cont'd)

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

4. REGULATIONS (cont'd)

4.3 Obligations of the Customer (cont'd)

4.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

4. REGULATIONS (cont'd)

4.3 Obligations of the Customer (cont'd)

4.3.2 Liability of the Customer (cont'd)

- C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

4. REGULATIONS (cont'd)

4.4 Customer Equipment and Channels

4.4.1 Interconnection of Facilities

A) Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

B) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

4. REGULATIONS (cont'd)4.4 Customer Equipment and Channels (cont'd)4.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

4. REGULATIONS (cont'd)

4.4 Customer Equipment and Channels (cont'd)

4.4.3 Station Equipment

- A) Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.

- B) The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

4. REGULATIONS (cont'd)4.5 Customer Deposits and Advance Payments4.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to one (1) month of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

4. REGULATIONS (cont'd)

4.5 Customer Deposits and Advance Payments (cont'd)

4.5.2 Deposits

- A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with the Rules of the Maryland Public Service Commission, Chapters 20.45.04.04, 20.30.01, and 20.30.02. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- 1) In cases involving a residential Customer, the deposit will not exceed an amount equal to:
- a) two-twelfths (2/12) of the estimated charges for service for the ensuing twelve (12) months where a service or facility has a minimum payment period of one (1) month; or
 - b) three-twelfths (3/12) of the estimated charge for service for the ensuing twelve (12) months where a service or facility has a minimum period of three (3) months or ninety (90) days; except that
 - c) As stated in Section 4.6.7, the deposit may include an additional amount in the event that a termination charge is applicable.

4. REGULATIONS (cont'd)

4.5 Customer Deposits and Advance Payments (cont'd)

4.5.2 Deposits (cont'd)

A) (cont'd)

2) In cases involving a nonresidential Customer, the deposit will not exceed an amount equal to:

a) the estimated charge for service for two (2) consecutive months, or ninety (90) days, whichever is less; or

b) any other reasonable amount where service is being provided for short periods or seasonal occasions.

B) A deposit may be required in addition to an advance payment.

C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will return the deposit or credit it to the Customer's account in accordance with the Rules of the Maryland Public Service Commission, Chapter 20.30.01.05 or Chapter 20.30.02.05, whichever is applicable.

D) Deposits will be held in a Maryland bank and will accrue interest at a rate calculated in accordance with the Rules of the Maryland Public Service Commission, Chapter 20.30.01.04 or Chapter 20.30.02.04, whichever is applicable.

4. REGULATIONS (cont'd)

4.5 Customer Deposits and Advance Payments (cont'd)

4.5.2 Deposits (cont'd)

- E) The Company will refund a residential Customer's deposit plus accrued interest
 - 1) upon discontinuance of service;
 - 2) after the Customer has paid all invoices for service for the first twelve (12) months following payment of the deposit without having had service discontinued for nonpayment of an invoice or had more than two occasions in which an invoice was not paid when it became due and the Customer is not currently delinquent in the payment of his or her invoices;
 - 3) at any time upon request, if the Customer's credit has been otherwise established in accordance with the Rules of the Maryland Public Service Commission, Chapter 20.30.02.02.

- F) The Company will refund a nonresidential Customer's deposit plus accrued interest
 - 1) upon discontinuance of service;
 - 2) upon the Customer's having established a good payment record, as defined by the Rules of the Maryland Public Service Commission, Chapter 20.30.01.05.B.

4. REGULATIONS (cont'd)

4.5 Customer Deposits and Advance Payments (cont'd)

4.5.2 Deposits (cont'd)

- G) Notwithstanding the above provisions, a deposit shall not be required of an individual sixty (60) years or older when applying for residential service provided the individual presents satisfactory proof of:
- 1) Age;
 - 2) Intent to be the primary consumer of the service as evidenced by lease, mortgage, rental agreement, or title to the dwelling unit to be served being maintained in the name of the applicant; and
 - 3) The absence of any outstanding bill owed to a utility for service.

4. REGULATIONS (cont'd)

4.6 Payment Arrangements

4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

4. REGULATIONS (cont'd)4.6 Payment Arrangements (cont'd)4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement, or component is discontinued.

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.2 Billing and Collection of Charges (cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be a rate of 1.5 percent per month.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company. For the purposes of this section, "notice" is defined as oral or written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer or Company, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.3 Billing Disputes (cont'd)

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account or refund any overpayment by the Customer in the billing period following the resolution of the dispute.

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.3 Billing Disputes (cont'd)

C) Adjustments or Refunds to the Customer (cont'd)

- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.3 Billing Disputes (cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer may take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount. The Customer may contact the Company at:

1 North Lexington Avenue
White Plains, NY 10601
(888) 636-2778

- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Maryland Public Service Commission
6 St. Paul Street
William Donald Schaefer Tower
Baltimore, MD 21202
(410) 767-8028 or
(800) 492-0474

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.4 Discontinuance of Service

A) Discontinuance of Service Without Notice

Carrier may discontinue service without notice for any of the following reasons:

- 1) Subscriber or User causes or allows a condition to exist on the Subscriber or User's premises determined by the Carrier to be hazardous.
- 2) Subscriber or User uses Carrier's equipment in such a manner as to adversely affect the Carrier's equipment or the Carrier's service to others.
- 3) Subscriber or User tampers with utility property.
- 4) Subscriber or User uses Carrier's service or equipment in a manner to violate the law.
- 5) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.4 Discontinuance of Service (cont'd)

B) Discontinuance of Service Requiring Notice

A Carrier may discontinue service for any of the following reasons with a written notice to the subscriber stating the reason for discontinuance, and will allow the subscriber a reasonable time of not less than ten (10) days, or as otherwise specified in these sections, to remedy the cause for discontinuance.

- 1) Subscriber or User fails to comply with regulations or contractual obligations including provisions of this tariff.
- 2) Subscriber or User fails to fulfill contractual obligations.
- 3) Subscriber or User refuses to permit the Carrier to have reasonable access to the premises.
- 4) Subscriber or User fails to pay a bill for service.
 - a) In cases of non-payment of charges due, the subscriber will be allowed at least five (5) days, excluding Sundays and holidays, to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.4 Discontinuance of Service (cont'd)

B) Discontinuance of Service Requiring Notice (cont'd)

4) (cont'd)

b) In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage that are not adequately covered by a security deposit, Subscribers may be given a written notice with less than five (5) days to protect the Carrier's revenues.

c) Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandonment of service, or abnormal toll usage is involved, the Carrier will not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

5) Subscriber or User fails to comply with Carrier's service conditions.

6) Subscriber or User fails to comply with municipal ordinances or other laws pertaining to telephone services.

7) Subscriber or User fails to pay an increased security deposit requirement.

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days advance oral or written notice of their desire to terminate service.

4.6.6 Overcharge and Undercharge Adjustments

When a Customer has been overcharged or undercharged for services because of incorrect application of the Company's tariffed rate(s), inaccurate measuring of services rendered, or incorrect calculation of charges or similar reasons, the amount of the overcharge or undercharge adjustment shall be determined separately during the period of time the discrepancy occurred, in accordance with COMAR 20.45.04.01.

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.7 Cancellation of Application for Service

- A) The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of one (1) time the applicable monthly recurring service charge.
- B) Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

4. REGULATIONS (cont'd)

4.7 Allowances for Interruptions in Service

4.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

4. REGULATIONS (cont'd)4.7 Allowances for Interruptions in Service (cont'd)4.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections, or services not provided by the Company;
- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

4. REGULATIONS (cont'd)

4.7 Allowances for Interruptions in Service (cont'd)

4.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

4. REGULATIONS (cont'd)4.7 Allowances for Interruptions in Service (cont'd)4.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of fifteen (15) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be considered as one interruption.

4. REGULATIONS (cont'd)4.7 Allowances for Interruptions in Service (cont'd)4.7.4 Application of Credits for Interruptions in Service (cont'd)D) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous Interruption Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited two (2) days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

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4. REGULATIONS (cont'd)

4.7 Allowances for Interruptions in Service (cont'd)

4.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

4. REGULATIONS (cont'd)

4.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

4.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.
- E) Termination liability of Customer receiving service under a Volume Term Pricing Plan is determined according to Section 5.4.5.

4. REGULATIONS (cont'd)

4.9 Customer Liability for Unauthorized Use of the Network

4.9.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices to defraud or mislead callers.

4. REGULATIONS (cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (cont'd)

4.9.1 Unauthorized Use of the Network (cont'd)

- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

4. REGULATIONS (cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (cont'd)

4.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary, or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

5. SERVICE DESCRIPTIONS

5.1 High Capacity Service

5.1.1 Basic Channel Description

A High Capacity channel is a channel for the transmission of nominal 1.544 or 44.736 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer. High Capacity channels are provided between customer-designated premises or between a customer-designated premises and a Telephone Company Hub or Hub-to-Hub for Service at 1.544 Mbps Transmission.

The customer may provide the Network Channel Terminating Equipment associate with the High Capacity Channel at the customer's premises. The interim program for interconnection of such equipment is set forth in Technical Reference PUB AS No. 1.

5.1.2 Technical Specifications Packages

<u>Parameters</u>	<u>Package HC-</u>					
	<u>0</u>	<u>1</u>	<u>1C</u>	<u>2</u>	<u>3</u>	<u>4</u>
Error-free Seconds		X				

A channel with technical specifications package HC1 will be capable of an error-free second performance of 98.75% over a continuous 24-hour period as measured at the 1.544 Mbps rate through a CSU equivalent which is designed, manufactured, and maintained to conform with the specifications contained in Technical Reference PUB 62411.

5. SERVICE DESCRIPTIONS (cont'd)5.1 High Capacity Service (cont'd)5.1.3 Channel Interfaces

The following channel interfaces (CIs) define the bit rates that are available for a High Capacity channel.

<u>CI</u>	<u>Bit Rate</u>
DS-15	1.544 Mbps (DS1)

5.1.4 Optional Features and FunctionsA) Automatic Loop Transfer

The Automatic Loop Transfer provides protection on a 1xN basis against failure of the facilities between a customer-designated premises and the wire center serving that premises. Protection is furnished through the use of a switching arrangement that automatically switches to a spare channel when a working channel fails. The spare channel is not included as part of the option. This option requires compatible equipment at both the serving wire center and the customer premises. The customer is responsible for providing the equipment at its premises.

B) Transfer Arrangement

An arrangement that affords the customer an additional measure of flexibility in the use of their access channel(s). The arrangement can be utilized to transfer a leg of a Special Access Service to either a spare or working channel that terminates in either the same or a different customer premises. A key activated or dial up control service is required to operate the transfer arrangement. A spare channel, if required, is not included as part of the option. This feature is not available with channels utilizing the clear channel capability (B8ZS) line Code.

5. SERVICE DESCRIPTIONS (cont'd)5.1 High Capacity Service (cont'd)5.1.4 Optional Features and Functions (cont'd)C) Central Office Multiplexing1) DS4 to DS1

An arrangement that converts a 274.176 Mbps channel to 168 DS1 channels using digital time division multiplexing.

2) DS3 to DS1

An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

D) Clear Channel Capability (CCC)

- 1) CCC is an arrangement that allows a customer to transport 1.536 Mbps information rate signals over a 1.544 Mbps High Capacity channel or a 1.544 Mbps High Capacity channel subtending from a multiplexed 44.736 Mbps High Capacity channel with no constraint on the quantity or sequence of ones (mark) and zero (space) bits. This arrangement requires the customer signal at the channel interface to conform to Bipolar with Eight Zero Substitution (B8ZS) line code as described in Technical Reference TR-NPL-000054 and Technical Reference PUB 62508.

5. SERVICE DESCRIPTIONS (cont'd)5.1 High Capacity Service (cont'd)5.1.4 Optional Features and Functions (cont'd)D) Clear Channel Capability (CCC) (cont'd)

- 2) CCC is provided on 1.544 Mbps High Capacity channels between the two customer designated premises and on multiplexed 44.736 High Capacity channels or multiplexed 1.544 High Capacity channels* between a telephone company Hub office and a customer designated premises, and is subject to the availability of facilities.
- 3) The optional feature may be ordered at the same time the High Capacity service is ordered or it may be ordered as an addition to an existing High Capacity service. Customers must agree to out-of-service periods required to add this feature to an existing High Capacity service.

E) Extended Superframe Format

Extended Superframe Format is an optional feature that passes a customer provided framing format for 1.544 Mbps High Capacity service. Extended Superframe Format extends the customer's 1.544 Mbps framing structure from 12 to 24 frames and divides the 8 Kbps 193rd bit position pattern into three distinct functionalities: 2 Kbps for frame synchronization, 2 Kbps for cyclic redundancy checking, and 4 Kbps used for performance monitoring information.

* Available only in a DS1-to-Digital Multiplexed Configuration.

5. SERVICE DESCRIPTIONS (cont'd)5.1 High Capacity Service (cont'd)5.1.4 Optional Features and Functions (cont'd)E) Extended Superframe Format (cont'd)

The following table shows the technical specifications packages with which the optional features and functions are available.

	Available with Technical Specifications Package HC-					
	0	1	1C	2	3	4
Automatic Loop Transfer	X					
Central Office Multiplexing:						
DS4 to DS1						X
DS3 to DS1					X	
Transfer Arrangement		X				
Clear Channel Capability		X				
Extended Super Frame Format		X				

5. SERVICE DESCRIPTIONS (cont'd)

5.1 High Capacity Service (cont'd)

5.1.5 Volume Term Pricing Plans

- A) DS1 customers have the option of subscribing to 2, 3 or 5 year commitment periods, and to various pricing plans as indicated following:
- 1) VTPP Plan 1 -- 1 to 2 channel terminations.
 - 2) VTPP Plan 2 -- 3 to 8 channel terminations.
 - 3) VTPP Plan 3 -- 9 to 16 channel terminations.
 - 4) VTPP Plan 4 -- 17 to 32 channel terminations.
 - 5) VTPP Plan 5 -- more than 32 channel terminations.
- B) DS1 plans are applicable to channel terminations and channel mileage, fixed and per mile rate elements.

Volume Term Pricing Plans are not applicable to services in other rate plans.

6. RATES AND CHARGES

6.1 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for High Capacity Service.

6.1.1 Types of Rates and Charges

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

A) Monthly Rates

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

B) Daily Rates

Daily rates are flat recurring rates that apply to each 24-hour period or fraction thereof that a service is provided for part-time or occasional use. For purposes of applying daily rates, the 24-hour period is not limited to a calendar day.

The application of daily rates for services during a consecutive 30-day period is as follows: daily rates will be topped at an amount equal to the monthly rate (i.e., the charge to the customer for usage billed at daily rates will not exceed the monthly rate). For each day or part day of usage after the daily rates have been topped, a charge equal to 1/30th of the monthly rate will apply.

6. RATES AND CHARGES (cont'd)6.1 Rate Regulations (cont'd)6.1.1 Types of Rates and Charges (cont'd)C) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Special Access Service are: installation of service, installation of optional features and functions, and service rearrangements.

The nonrecurring charge rate structure applicable to the installation of High Capacity DS1 service consists of "first" and "additional" charges. For each circuit ordered, the "first" charges apply to the first circuit specified on the service order. The "additional" charges will apply to each additional same-type circuit specified on the same service order, with the same date due, and between (A) the same end points, or (B) between or within the same-type multiplexed high capacity systems located in the same wire center and between the same end points.

1) Installation of Service

Nonrecurring charges apply to each service installed. The nonrecurring charges for the installation of service are set forth in Section 6.2 following as a nonrecurring charge for the Channel Termination rate element.

6. RATES AND CHARGES (cont'd)

6.1 Rate Regulations (cont'd)

6.1.1 Types of Rates and Charges (cont'd)

C) Nonrecurring Charges (cont'd)

2) Installation of Optional Features and Functions

Nonrecurring charges apply for the installation of some of the optional features and functions available with Special Access Service. The charge applies whether the feature or function is installed coincident with the initial installation of service or at any time subsequent to the installation of service.

The optional features for which nonrecurring charges apply are: Wideband Data Transfer Arrangement.

3) Service Rearrangements

Service rearrangements are changes to existing installed services which do not result in either a change in the minimum period requirements (i.e., change from one type of Special Access Service to another or a change from one type of Channel Termination to another) or a change in the physical location of the point of termination at a customer designated premises. Changes in the type of Service or Channel Termination 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 Section 6.1.4.

6. RATES AND CHARGES (cont'd)

6.1 Rate Regulations (cont'd)

6.1.1 Types of Rates and Charges (cont'd)

C) Nonrecurring Charges (cont'd)

3) Service Rearrangements (cont'd)

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 to the customer. Administrative changes are as follows:

Change of customer name,

Change of customer or customer's end user premises address when the change of address is not a result of physical relocation of equipment,

Change in billing data (name, address, or contact name or telephone number),

Change of agency authorization,

Change of customer circuit identification,

Change of billing account number,

Change of customer test line number,

Change of customer or customer's end user contact name or telephone number, and

Change of jurisdiction.

6. RATES AND CHARGES (cont'd)

6.1 Rate Regulations (cont'd)

6.1.1 Types of Rates and Charges (cont'd)

C) Nonrecurring Charges (cont'd)

3) Service Rearrangements (cont'd)

All other service rearrangements will be charged for as follows:

If the change involves the addition of another leg to an existing multipoint service, the nonrecurring charge for the channel termination rate element will apply. The charge will apply only for the leg 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.

For all other changes, including the addition of optional features without separate nonrecurring charges, a charge equal to a channel termination rate element nonrecurring charge will apply. Only one such charge will apply per service, per change.

6. RATES AND CHARGES (cont'd)

6.1 Rate Regulations (cont'd)

6.1.2 Surcharge for Special Access Service

General: In addition to the rates and charges described in Section 6.1.1, there is a monthly Special Access Surcharge that may apply to Special Access Service. The Special Access Surcharge is applied as set forth in Sections 6.1.2.A, B, and C.

A) Special Access Surcharge

1) General

A Special Access Surcharge as set forth in Section 6.1.2.B will apply to jurisdictionally intrastate special access facilities provided by the Company to a customer.

The Special Access Surcharge will apply to all special access facilities, unless exempted as specified in Section 6.1.2.A.2, terminated at an end user's PBX or other devices, that connect the special access facility with local exchange lines or trunks, irrespective of whether the interconnection capability exists in the customer's premises equipment or in a Centrex CO type switch.

The monthly Special Access Surcharge applies to special access facilities arranged on a per-voice equivalent basis as shown in the following example:

<u>Special Access Facility</u>	<u>Voice Grade Equivalent</u>		<u>Surcharge</u>	<u>Monthly Charge</u>
DS1	24	x	\$27.50	\$660.00

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6. RATES AND CHARGES (cont'd)6.1 Rate Regulations (cont'd)6.1.2 Surcharge for Special Access Service (cont'd)A) Special Access Surcharge (cont'd)1) General (cont'd)

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

The Company will bill the customer who orders the special access facility the Special Access Surcharge on each special access facility installed unless the special access is exempt from the surcharge as set forth in (2) following.

- 2) The special access facility will be exempted from the monthly surcharge if the customer provides the Company written certification that the intrastate special access facility transmission is one of the following:
- a) an open-end termination in a Telephone Company switch of an FX line, including CCSA and CCSA-equivalent ONALS; or
 - b) an analog channel termination that is used for radio or television program transmission; or
 - c) a termination used for TELEX service; or

6. RATES AND CHARGES (cont'd)

6.1 Rate Regulations (cont'd)

6.1.2 Surcharge for Special Access Service (cont'd)

A) Special Access Surcharge (cont'd)

2) (cont'd)

- d) a termination that by nature of its operating characteristics could not make use of Company common lines; or
- e) a termination that interconnects either directly or indirectly to the local exchange network where the usage is subject to Carrier Common Line charges such as, where the special access facility access only FGA and no local exchange lines, or special access facility between customer points of terminations, or special access facility connecting CCSA or CCSA-type equipment (intermachine trunks); or
- f) a termination that the customer certifies to the Company is not connected to a PBX or other device capable of interconnecting the special access facility to a local exchange subscriber line.

6. RATES AND CHARGES (cont'd)

6.1 Rate Regulations (cont'd)

6.1.2 Surcharge for Special Access Service (cont'd)

A) Special Access Surcharge (cont'd)

3) Crediting the Surcharge

The Company will cease billing the Special Access surcharge when certification that the special access facility has become exempt from the surcharge, as set forth in (2) preceding, is received. If the status of the special access facility was changed prior to receipt of the exemption certification, the Company will credit the customer's account, not to exceed ninety days, based on the effective date of the change specified by the customer in the letter of certification.

Upon the effective date of the Special Access Surcharge, the Company will begin to bill such surcharge for special access facilities presently in-service.

If appropriate exemption certification is not received by the Company by the end of the sixty-day deferral period, the billed Special Access Surcharges will become due. These charges, if unpaid, will be subject to a late payment charge as set forth in Section 4.6.3.B. Customers who provide exemption certification within the first ninety days following the surcharge effective date will be given credit for the surcharge effective date.

6. RATES AND CHARGES (cont'd)

6.1 Rate Regulations (cont'd)

6.1.2 Surcharge for Special Access Service (cont'd)

B) Access Charge

The charges for the involved customer account will be determined as follows:

- 1) The charge, as shown in Section 6.1.2.C, will be allocated to each carrier monthly, based on the relationship of each carrier's premium minutes of use, except FGA for FX/ONAL services, to the total minutes of use.
- 2) The charges allocated to each carrier as determined in (1) preceding will be adjusted at the end of each month to reflect any adjustments for claims made.

C) Rates and Charges

The rates for Carrier Common Line Access are:

Special Access Surcharge:	<u>Per Month</u>
Per Voice Equivalent Private Line	\$27.50

6. RATES AND CHARGES (cont'd)

6.1 Rate Regulations (cont'd)

6.1.3 Minimum Periods

The minimum service period for all services is one month.

6.1.4 Moves

A move involves a change in the physical location of the customer's premises.

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

6.1.5 Mileage Measurement

The mileage to be used to determine the monthly rate for the Channel Mileage is calculated on the airline distance between the locations involved, i.e., the serving wire centers associated with two customer-designated premises, a serving wire center associated with a customer-designated premises and a Company hub or two Company hubs. The serving wire center associated with a customer-designated premises is the serving wire center from which the customer-designated premises would normally obtain dial tone.

6. RATES AND CHARGES (cont'd)6.1 Rate Regulations (cont'd)6.1.5 Mileage Measurement (cont'd)

Mileage is shown in Section 6.2 in terms of mileage bands. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, then find the band into which the computed mileage falls and apply the rates shown for that band. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and applying the rates.

When hubs are involved, mileage is computed and rates applied separately for each section of the Channel Mileage, i.e., customer-designated premises serving wire center to hub, hub to hub and/or hub to customer-designated premises serving wire center. However, when any service is routed through a hub for purposes other than customer-specified bridging or multiplexing (e.g., the Company chooses to so route for test access purposes), rates will be applied only to the distance calculated between the serving wire centers associated with the customer-designated premises.

6. RATES AND CHARGES (cont'd)6.1 Rate Regulations (cont'd)6.1.6 Facility Hubs

A customer has the option of ordering analog or digital high capacity facilities (i.e., DS1, DS3, or DS4) to a facility hub for channelizing to individual services requiring lower capacity facilities.

Different locations may be designated as hubs for different facility capacities, e.g., multiplexing from digital to digital may occur at one location while multiplexing from digital to analog may occur at a different location. When ordering, the customer will specify the desired multiplexing hub(s) from a list* that the Company will make available. The hub list will specify the type of multiplexing available at a specific location and wire centers served from that hub.

Some of the types of multiplexing available include the following:

from higher to lower bit rate
from higher to lower bandwidth

End-to-end services may be provided on channels of these facilities to a hub. The transmission performance for the end-to-end service provided between the customer-designated premises will be that of the lower capacity or bit rate.

* Same as the list specified for the State in the Exchange Carrier Association Tariff, FCC No. 2.

6. RATES AND CHARGES (cont'd)

6.1 Rate Regulations (cont'd)

6.1.6 Facility Hubs (cont'd)

The Company will commence billing the monthly rate for the facility to the hub on the date specified by the customer or the service order. Individual services utilizing these facilities may be installed coincident with the installation of the facility to the hub, or may be ordered and/or installed at a later date, at the option of the customer. The customer will be billed for a high capacity analog or digital Channel Termination, Channel Mileage (when applicable), and the multiplexer at the time the facility is installed. Individual service rates (by service type) will apply for the Channel Termination and additional Channel Mileage (as required) for each channelized service. These will be billed to the customer as each individual service is installed.

Cascading multiplexing occurs when a high-capacity analog or digital channel is demultiplexed to provide channels with a lesser capacity and one of the lesser capacity channels is further demultiplexed.

When cascading multiplexing is performed, whether in the same or a different hub, a charge for the additional multiplexing unit also applies. When cascading multiplexing is performed at different hubbing locations, Channel Mileage charges also apply between the hubs.

The Company will also designate certain hubs for Public Data Network Access Concentrators, Packet Switches and the provision of Other Network Services. Access Concentrators collect customer data packets from many access lines, multiplex them on to trunks and deliver the packets to the Packet Switch. The Packet Switch performs the routing function to deliver the packets to the identified customer.

6. RATES AND CHARGES (cont'd)6.1 Rate Regulations (cont'd)6.1.7 Shared Use Analog and Digital High Capacity Services

Shared use occurs when Special Access Service and Switched Access Service are provided over the same Wideband Analog or High Capacity facilities through a common interface. The facility will be ordered, provided and rated as Special Access Service (i.e., Channel Termination, Channel Mileage, as appropriate, and Multiplexer). The nonrecurring charge that applies when the shared use facility is installed will be the nonrecurring charge associated with the appropriate Special Access Wideband Analog or High Capacity Channel Termination. Individual service (i.e., Switched or Special Access) nonrecurring charges will not apply to the individual channels of the shared use facility. Rating as Special Access will continue until such time as the customer chooses to use a portion of the available capacity for providing Switched Access Service. As each individual channel is activated for Switched Access Service, the Special Access Channel Termination and Channel Mileage rates will be reduced accordingly (e.g., 1/12th for a group (i.e., WA1) service, 1/24th for a DS1 service, etc.). The customer must place an order for each individual Switched or Special Access Service utilizing the Shared Use Facilities and specify the channel assignment for each such service.

6. RATES AND CHARGES (cont'd)

6.2 Rates

6.2.1 High Capacity Service

A.	<u>Channel Termination</u> ¹	<u>Nonrecurring Charges</u>	
	Per point of termination 1.544 Mbps	<u>First</u> \$671.62	<u>Add'l.</u> \$300.70
B.	<u>Channel Mileage, per mileage band</u>	<u>Per Month</u>	
	1. <u>1.544 Mbps</u>	<u>Fixed</u>	<u>Per Mile</u>
	Mileage	\$55.00	\$33.00
	2. <u>44.736 Mbps</u>		
	<u>Mileage Bands</u>		
	0	None	None
	Over 0 to 4	ICB	ICB
	Over 4 to 8	ICB	ICB
	Over 8 to 25	ICB	ICB
	Over 25 to 50	ICB	ICB
	Over 50	ICB	ICB
	3. <u>274.176 Mbps</u>		
	<u>Mileage Bands</u>		
	0	None	None
	Over 0 to 4	ICB	ICB
	Over 4 to 8	ICB	ICB
	Over 8 to 25	ICB	ICB
	Over 25 to 50	ICB	ICB
	Over 50	ICB	ICB

¹ An additional Channel Termination Charge will apply whenever a spare channel is configured as a leg to the customer's premises. Additional channel mileage charges will also apply when the transfer arrangement is not located in the customer premises serving wire center.

6. RATES AND CHARGES (cont'd)6.2 Rates (cont'd)6.2.1 High Capacity Service (cont'd)C. Pricing Plans - 1.544 Mbps

1. <u>Channel Termination</u>	<u>Per Month</u>
Plan 1	
2-Year	0%
3-Year	6.25%
5-Year	12.5%
Plan 2	
2-Year	6.25%
3-Year	12.5%
5-Year	18.75%
Plan 3	
2-Year	12.5%
3-Year	18.75%
5-Year	25%
Plan 4	
2-Year	18.75%
3-Year	25.00%
5-Year	31.25%
Plan 5	
2-Year	.25%
3-Year	31.25%
5-Year	37.5%

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6. RATES AND CHARGES (cont'd)

6.2 Rates (cont'd)

6.2.1 High Capacity Service (cont'd)

C. Pricing Plans - 1.544 Mbps (cont'd)

		<u>Per Month</u>	
		<u>Fixed</u>	<u>Per Mile</u>
2.	<u>Channel Mileage</u>		
	Plan 1		
	3-Year		
	Mileage Bands		
	Over 0 to 4	6.25%	6.25%
	Over 4 to 8	6.25%	6.25%
	Over 8 to 25	6.25%	6.25%
	Over 25 to 50	6.25%	6.25%
	Over 50	6.25%	6.25%
	5-Year		
	Mileage Bands		
	Over 0 to 4	12.5%	12.5%
	Over 4 to 8	12.5%	12.5%
	Over 8 to 25	12.5%	12.5%
	Over 25 to 50	12.5%	12.5%
	Over 50	12.5%	12.5%
	Plan 2		
	2-Year		
	Mileage Bands		
	Over 0 to 4	6.25%	6.25%
	Over 4 to 8	6.25%	6.25%
	Over 8 to 25	6.25%	6.25%
	Over 25 to 50	6.25%	6.25%
	Over 50	6.25%	6.25%
	3-Year		
	Mileage Bands		
	Over 0 to 4	12.5%	12.5%
	Over 4 to 8	12.5%	12.5%
	Over 8 to 25	12.5%	12.5%
	Over 25 to 50	12.5%	12.5%
	Over 50	12.5%	12.5%

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6. RATES AND CHARGES (cont'd)6.2 Rates (cont'd)6.2.1 High Capacity Service (cont'd)C. Pricing Plans - 1.544 Mbps (cont'd)

2. <u>Channel Mileage</u> (cont'd)	<u>Per Month</u>	
	<u>Fixed</u>	<u>Per Mile</u>
Plan 2 (cont'd)		
5-Year		
Mileage Bands		
Over 0 to 4	18.75%	18.75%
Over 4 to 8	18.75%	18.75%
Over 8 to 25	18.75%	18.75%
Over 25 to 50	18.75%	18.75%
Over 50	18.75%	18.75%
Plan 3		
2-Year		
Mileage Bands		
Over 0 to 4	12.5%	12.5%
Over 4 to 8	12.5%	12.5%
Over 8 to 25	12.5%	12.5%
Over 25 to 50	12.5%	12.5%
Over 50	12.5%	12.5%
3-Year		
Mileage Bands		
Over 0 to 4	18.75%	18.75%
Over 4 to 8	18.75%	18.75%
Over 8 to 25	18.75%	18.75%
Over 25 to 50	18.75%	18.75%
Over 50	18.75%	18.75%
5-Year		
Mileage Bands		
Over 0 to 4	25%	25%
Over 4 to 8	25%	25%
Over 8 to 25	25%	25%
Over 25 to 50	25%	25%
Over 50	25%	25%

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6. RATES AND CHARGES (cont'd)6.2 Rates (cont'd)6.2.1 High Capacity Service (cont'd)C. Pricing Plans - 1.544 Mbps (cont'd)

2. <u>Channel Mileage</u> (cont'd)	<u>Per Month</u>	
	<u>Fixed</u>	<u>Per Mile</u>
Plan 4		
2-Year		
Mileage Bands		
Over 0 to 4	18.75%	18.75%
Over 4 to 8	18.75%	18.75%
Over 8 to 25	18.75%	18.75%
Over 25 to 50	18.75%	18.75%
Over 50	18.75%	18.75%
3-Year		
Mileage Bands		
Over 0 to 4	25%	25%
Over 4 to 8	25%	25%
Over 8 to 25	25%	25%
Over 25 to 50	25%	25%
Over 50	25%	25%
5-Year		
Mileage Bands		
Over 0 to 4	31.25%	31.25%
Over 4 to 8	31.25%	31.25%
Over 8 to 25	31.25%	31.25%
Over 25 to 50	31.25%	31.25%
Over 50	31.25%	31.25%

6. RATES AND CHARGES (cont'd)6.2 Rates (cont'd)6.2.1 High Capacity Service (cont'd)C. Pricing Plans - 1.544 Mbps (cont'd)

2. <u>Channel Mileage</u> (cont'd)	<u>Per Month</u>	
	<u>Fixed</u>	<u>Per Mile</u>
Plan 5		
2-Year		
Mileage Bands		
Over 0 to 4	25%	25%
Over 4 to 8	25%	25%
Over 8 to 25	25%	25%
Over 25 to 50	25%	25%
Over 50	25%	25%
3-Year		
Mileage Bands		
Over 0 to 4	31.25%	31.25%
Over 4 to 8	31.25%	31.25%
Over 8 to 25	31.25%	31.25%
Over 25 to 50	31.25%	31.25%
Over 50	31.25%	31.25%
5-Year		
Mileage Bands		
Over 0 to 4	37.5%	37.5%
Over 4 to 8	37.5%	37.5%
Over 8 to 25	37.5%	37.5%
Over 25 to 50	37.5%	37.5%
Over 50	37.5%	37.5%

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6. RATES AND CHARGES (cont'd)6.2 Rates (cont'd)6.2.1 High Capacity Service (cont'd)D. Optional Features and Functions

	<u>Installation Charge</u>	<u>Per Month</u>
1. <u>Multiplexing, per arrangement</u>		
DS4 to DS1 or DS3 to DS1		*
Conversion to Secondary Channel Capability, per Arrangement Converted	*	*
2. Automatic Loop Transfer, per arrangement		\$363.76
3. Transfer Arrangement, key- activated or dial-up††, per four- port arrangement, including control channel termination##		\$170.61

* Rates and charges apply on an individual case basis.

†† The dial-up option requires the customer to purchase the Controller Arrangement as specified in Section 6.2.1.D.6.

An additional Channel Termination charge will apply whenever a spare channel is configured as a leg to the customers premises. Additional channel mileage charges will also apply when the transfer arrangement is not located in the customer premises serving wire center.

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6. RATES AND CHARGES (cont'd)6.2 Rates (cont'd)6.2.1 High Capacity Service (cont'd)D. Optional Features and Functions (cont'd)

	<u>Installation Charge</u>	<u>Per Month</u>
4. Clear Channel Capability (CCC), per Channel Termination	*	*
5. Extended Super Frame (ESF), per Channel Termination	*	*
6. <u>Controller Arrangement</u>		

This arrangement enables the customer to control up to 48 transfer functions at a Company central office via a remote keyboard terminal capable of either 300 or 120 bps operation. Included as part of the Controller Arrangement is a Dial-up data station located at the Telephone Company central office to provide access to the Controller Arrangement. The dial-up data station consists of a 212A data set and an appropriate Telephone Company provided channel.

The Controller Arrangement must be located in the same Telephone Company central office as the transfer functions which it controls.

	<u>Monthly Rates</u>
Per arrangement	\$172.03

6. RATES AND CHARGES (cont'd)6.2 Rates (cont'd)6.2.1 High Capacity Service (cont'd)E. Network Channel Terminating Equipment,
per point of termination where provided

	<u>Installation Charge</u>	<u>Per Month</u>
1.544 Mbps		\$ 71.36
Automatic Loop Transfer		\$837.51