

4. SPECIAL ACCESS

4.1 SERVICE DESCRIPTION

Special Access consists of furnishing dedicated communications in connection with one-way and/or two-way information transmission originating from user points along the Network.

4.2 GENERAL REGULATIONS

In addition to the General Regulations set forth in Section 2, preceding, the following terms and conditions apply to Special Access Service.

4.2.1 USE OF CUSTOMER'S SERVICE

The Customer, authorized user, or joint user is responsible for ensuring that customer-provided equipment connected to network equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on customer-provided or lessor-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 the customer-provided equipment and wiring, or injury to the Company 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. (T)

4.2.2 OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for making customer facilities and equipment available periodically for Company-initiated maintenance at a time agreeable to both the Company and the Customer. No allowance is made for the period during which service is interrupted for such purposes except as provided below.

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4.2 GENERAL REGULATIONS (CONT'D)

4.2.3 CREDITS FOR INTERRUPTION OF SERVICE

A credit allowance is made when an interruption occurs because of a failure of any component furnished under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit interrupted but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

The Customer shall be credited for interruption of service of more than sixty (60) minutes duration for DS0/DS1 Service, or more than thirty (30) minutes duration for DS3 Service. The amount to be credited shall be calculated at 1/1440 of the applicable monthly fee subject to the interruption, for each thirty minute segment or fraction thereof that an interruption continues beyond the initial allowable interruption period.

No credit allowance is made for interruptions caused by:

- Noncompliance with provisions of this Tariff,
- Negligence of the Customer, authorized user or joint user,
- Failure of facilities, power or equipment provided by the Customer (or agent),
- The Company not being afforded access to the premises where the service is terminated,
- Release of the service to the Company for maintenance, to make rearrangements, or for the implementation of an order for a change in service during the time the Customer is notified of prior to the release of that service, and
- The Customer electing not to release the service for testing and/or repair and continuing to use it on an impaired basis.

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4.3 SERVICES

Special Access Service allows a Customer to connect Customer designated premises with dedicated facilities at transmission speeds ranging from 2.4 kbps to 2.4 Gbps on a point-to-point basis. Special Access is dedicated to the Customer and the entire usable bandwidth is available to the Customer for their exclusive use.

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4.3 SERVICES (CONT'D)

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4.4 RATE REGULATIONS

4.4.1 LOCAL CHANNEL

One Local Channel nonrecurring charge applies per customer designated premises at which the channel is terminated based on the type of arrangement, Type 1 or Type 2. The Initial Installation Charge is assessed, per Local Channel, for the initial service (i.e., circuit) requested on a service order. If additional services are requested on the same service order, at the same location, the Additional Installation charge is assessed for the additional Local Channels required for each service.

A recurring charge is assessed per Local Channel, per Type 1 or Type 2 Arrangement. [1]

4.4.2 INTEROFFICE CHANNEL MILEAGE

Mileage charges, per Type 1 or Type 2 Arrangement, are assessed to connect customer locations served by different central offices. There is a fixed rate and a per mile rate based on the airline distance between the central offices. [1]

4.4.3 MULTIPLEXING OPTION

Multiplexing charges are assessed on a per-channelization-system and per-channel basis.

[1] Services provided over Type 2 facilities will be billed at the prevailing rate of the facility provider.

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4.4 RATE REGULATIONS (CONT'D)

4.4.4 TERM AGREEMENTS

For Special Access Service, the Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. Termination liabilities may apply to early cancellation of a Term Agreement.

4.4.5 TERMINATION LIABILITY

The termination liability for a Type 1 Arrangement purchased under a Term Agreement is equal to 50% of the balance of the total remaining payments in the term.

The termination liability for a Type 2 Arrangement purchased under a Term Agreement is equal to 100% of the balance of the total remaining payments in the term.

The termination liability is in addition to the one (1) month minimum service charge. The termination liability does not apply to changes in service which result in maintaining service with a speed and capacity equal to or greater than the speed and capacity of the service changed.

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4.5 RATES AND CHARGES

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Special Access Services are not generally available but may be provided subject to the terms, conditions and limitations set forth in 2.13, preceding, for Special Assemblies and Individual Case Basis Arrangements.

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4.5 RATES AND CHARGES(CONT'D)

Reserved for Future Use

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4.5 RATES AND CHARGES(CONT'D)

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4. SPECIAL ACCESS

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4. SPECIAL ACCESS

4.5 RATES AND CHARGES (CONT'D)

Reserved for Future Use

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4.5 RATES AND CHARGES(CONT'D)

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4. SPECIAL ACCESS

4.5 RATES AND CHARGES (CONT'D)

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