#### 2.10 SUSPENSION AND RESTORAL OF SERVICE

- 2.10.1 Initiated by the Company When service is suspended by the Company, the business restoration charge listed in the Suspension and Restoral section of the General Exchange Tariff applies per B Channel.
- 2.10.2 Initiated by the Customer (Vacation Service) Vacation Service is not offered for SmartTrunk service.

#### 2.11 SERVICE TERMS

2.11.1 For each SmartTrunk Interface or Port, the customer is required to select either Month-to-Month service or a Service Term Agreement of 12, 24, 36, 48(1) or 60(1) continuous months. (AT) Coterminous additions are not permitted during the term of an agreement except if the customer has an agreement with a term of 36 months or greater, in which case coterminous additions are allowed within the first 12 months of the agreement. Customers may opt to convert from the original Service Term to a longer Service Term prior to the expiration of the original term.(1)

#### (AT)

(1) Effective October 1, 2013, customers may not establish new term plans greater than 36 months for (AT) SmartTrunk, and existing term plans greater than 36 months may not be renewed or extended for a term (AT) greater than 36 months (AT)

#### 2.11 SERVICE TERMS (Cont'd)

#### 2.11.1 (cont'd)

There are two categories of Service Terms for the SmartTrunk Interface and Port: Initial Service Term and Renewal Service Term. Renewal Service Term rates apply only after completion of the Initial Service Term and payment of all nonrecurring charges associated with the Initial Service Term or after completion of one full month of service at Month-to-Month rates after the Month-to-Month nonrecurring charge has been paid.

- 2.11.2 For Month-to-Month SmartTrunk Interface or Port customers and for all other service components, there is a minimum service requirement of one month.
- 2.11.3 <u>Options Available on the Expiration of the Initial or Renewal Service Term for the SmartTrunk</u> Interface or Port:

If the customer has a 12-, 24-, 36-, 48-(1), or 60-Month(1) Initial or Renewal Service Term contract, the customer may:

(AT)

A. During the last ninety (90) days of a Service Term or an existing term extension as provided in this paragraph, extend the Service Term contract with the same rates, terms and conditions for up to two additional 6-month term extensions and two additional 12-month term extensions, in any combination. SmartTrunk Port term extensions do not include associated DS1 facility when provisioned over higher level transport service's vacant bandwidth. The availability of this term extension option at any time is subject to the Company's right to discontinue or to otherwise change this option. Customers who exercise the term extension are not entitled to a different rate based on the overall term as extended (e.g., customers who initially have a 36-month Service Term and extend it by an additional 24 months are not entitled to the rates allowed under a 60-month Service Term). An extension will begin on the expiration date of the existing Service Term contract or term extension.

During the 6-month Service Term contract extension period(s), the customer may terminate the service, or any service components, at any service location on thirty (30) days' notice without incurring a termination charge.

Requests to terminate a 12-month term extension prior to the end of the term shall generate a termination charge. Termination charges shall be calculated for each 12-month extension, as a separate service term agreement as set forth in this tariff.

- B. Upon expiration of the Service Term, continue service without establishing a new Service Term. The SmartTrunk Interface or Port will be provided on a Month-to-Month rate, with no additional service commitment. (This rate will be subject to Company initiated rate changes when approved by the Public Service Commission.) Customers whose contract expired before January 15, 1998, and continued service at the 60-Month rate will be allowed to continue at that rate until such time as they convert to a new contract or discontinue the service.
- (1) Effective October 1, 2013, customers may not establish new term plans greater than 36 months for SmartTrunk, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months
  (AT)
  (AT)
  (AT)

### 2.11 SERVICE TERMS (Cont'd)

- 2.11.3 (Cont'd)
  - C. Upon expiration of the Service Term, continue service by selecting a new Renewal Service Term for the SmartTrunk Interface at the current rate. The new Service Term will commence on the day following the expiration of the previous Service Term. The new rate will not be subject to Company initiated rate changes for the duration of the Service Term.
  - D. Discontinue the service.

The Company may change any or all renewal options with the approval of the Public Service Commission.

# 2.12 RATE AND CHARGE APPLICATIONS

- 2.12.1 Recurring installation and nonrecurring charges are applicable according to the specific schedule for the service quoted under this plan.
- 2.12.2 The monthly rate applicable at the time a customer subscribes or elects an additional Service Term for the SmartTrunk Interface or Port under this plan is not subject to Company-initiated increases during the life of the Service Term.
- 2.12.3 When requested by the customer prior to installation, installation and/or special construction charges may be deferred and satisfied by making a series of consecutive payments. The installation and/or special construction charge may be deferred over a period of 12, 24, 36, 48(1) or 60(1) months, not to exceed the Service Term selected. Once a deferred charge payment period is selected, it will remain in effect for the duration of the period.

To compute the value of the monthly deferred charge payment, the Installation and/or special construction charge is multiplied by an annuity factor for the appropriate term. A charge equal to the remaining payments will be due immediately should the service be terminated early.

A table of annuity factors is listed in Section 17.6.5 (Rules and Regulations Applying to All Customers' Contracts, Payments for Service) of the General Exchange Tariff.

- 2.12.4 In the event the SmartTrunk service is disconnected after the service is established, but prior to expiration of the Service Term, and the installation and/or special construction charges were deferred at the time service was established, the customer will be required to pay a charge equaling the sum of deferred payments remaining on the Service Term.
- 2.12.5 In the event that the SmartTrunk Interface or Port is disconnected after the service is established, but prior to expiration of the Service Term, the customer will be required to pay a termination charge.

Payment of the termination charge does not release the customer from other amounts previously owed to the Company.

 Effective October 1, 2013, customers may not establish new term plans greater than 36 months for SmartTrunk, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months
(AT)
(AT)
(AT)

(AT)

(AT)

# 2.14 RATE AND CHARGE SCHEDULE(1)

		Installation Charge		Monthly	
Description	USOC	Initial	Additional(2)	Rate	
SmartTrunk Interface (SI) Initial Term					
Month-to-Month Service	ZPAZD	\$3,540.00	\$2,790.00	\$1,392.00	
12-Month Service Term(3)	ZPAZD	2,300.00	1,800.00	960.00	
24-Month Service Term(3)	ZPAZD	1,600.00	1,250.00	840.00	
36-Month Service Term(3)	ZPAZD	1,250.00	1,000.00	780.00	
48-Month Service Term(3)(5)	ZPAZD	750.00	500.00	710.00	(AT)
60-Month Service Term(3)(5)	ZPAZD	500.00	-0-	650.00	(AT)
SmartTrunk Port (4) Initial Term					
Month-to-Month Service	TZ1P1	3,000.00	2,500.00	1,296.00	
12-Month Service Term(3)	TZ1P1	1,800.00	1,500.00	790.00	
24-Month Service Term(3)	TZ1P1	1,200.00	1,050.00	670.00	
36-Month Service Term(3)	TZ1P1	1,000.00	800.00	600.00	
48-Month Service Term(3)(5)	TZ1P1	750.00	500.00	540.00	(AT)
60-Month Service Term(3)(5)	TZ1P1	500.00	-0-	470.00	(AT)

- (1) Rates and charges stated are in addition to those specified for DID, DOD, and tie line services in other Company tariffs and in Section 1 of this tariff and applied as stated in Paragraphs 2.12.8 and 2.12.9, preceding.
- (2) This charge applies only when an additional unit is ordered and installed with an initial unit per customer, per request, per due date, per location.
- (3) Business customers who currently have service with another carrier and now establish SmartTrunk service with the Company will receive a waiver of all Installation Charges, Service Connection Charges, and Conversion Charges associated with this rate element. To be eligible, the customer must not currently have any past due bills for regulated service owed to the Company, except in those cases where the customer and the Company have established mutually acceptable payment arrangements for collection of past due amounts. This offer cannot be combined with any other non-recurring and/or conversion charge credits or waiver offers.
- (4) The SmartTrunk Port has the same functionality as the SmartTrunk Interface but does not include the connection between the customer's premises and the SmartTrunk Serving Office. This connection is purchased separately and must be at a DS1 or greater level and must conform to Technical Specifications listed in Paragraph 2.5 of this tariff.
- (5) Effective October 1, 2013, customers may not establish new term plans greater than 36 months for SmartTrunk, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months

(AT)

(AT)

(AT)

## 2.14 RATE AND CHARGE SCHEDULE(1) (cont'd)

		Installation Charge		Monthly	
Description	USOC	Initial	Additional(2)	Rate	
					•
SmartTrunk Interface (SI) Renewal Terr	n				
12-Month Service Term	ZPAZD	-0-	-0-	\$450.00	
24-Month Service Term	ZPAZD	-0-	-0-	390.00	
36-Month Service Term	ZPAZD	-0-	-0-	365.00	
48-Month Service Term(6)	ZPAZD	-0-	-0-	335.00	(AT)
60-Month Service Term(6)	ZPAZD	-0-	-0-	300.00	(AT)
SmartTrunk Port (3) Renewal Term					
12-Month Service Term	TZ1P1	-0-	-0-	360.00	
24-Month Service Term	TZ1P1	-0-	-0-	300.00	
36-Month Service Term	TZ1P1	-0-	-0-	275.00	
48-Month Service Term(6)	TZ1P1	-0-	-0-	235.00	(AT)
60-Month Service Term(6)	TZ1P1	-0-	-0-	195.00	(AT)
Link Extension, per SI	LN3	\$360.00	\$235.00	250.00	
Integrated Services Digital CSV/CSD Transport Options(4)				(5)	

- (1) Rates and charges stated are in addition to those specified for DID, DOD, and tie line services in other Company tariffs and in Section 1 of this tariff and applied as stated in Paragraphs 2.12.8 and 2.12.9, preceding.
- (2) This charge applies only when an additional unit is ordered and installed with an initial unit per customer, per request, per due date, per location.
- (3) The SmartTrunk Port has the same functionality as the SmartTrunk Interface but does not include the connection between the customer's premises and the SmartTrunk serving office. This connection is purchased separately and must be at a DS1 or greater level and must conform to Technical Specifications listed in Paragraph 2.5 of this tariff.
- (4) Integrated Services Digital CSV/CSD Transport Options are not applicable with tie line service.
- (5) Only the Integrated Services Digital CSV/CSD Transport options which are "SmartTrunk Service Compatible" can be associated with SmartTrunk service. For rates see Section 1 of this tariff.
- (6) Effective October 1, 2013, customers may not establish new term plans greater than 36 months for SmartTrunk, and existing term plans greater than 36 months may not be renewed or extended for a term greater than 36 months

(AT)

(AT)

(AT)