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SECTION 1 – DEFINITIONS AND ABBREVIATIONS

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PVC: Permanent Virtual Connection provides the customer with the electronic equivalent of a private line between two points. At the time of subscription to this form of service, a virtual circuit is established between two specific customer network addresses on the FRS network. While no physical circuits are dedicated, the two network addresses are electronically connected together.

QoS: Quality of Service.

Reseller: A Customer that resells the Company's Service(s) with the Company's authorization.

SEF: Severely Errored Framing event. The SE (severely errored) indicator of performance report message.

SEF Event: The occurrence of a severely errored frame. A one-second interval with eight (8) or more framing errors/framing-Bit errors.

Service: Any or all services provided pursuant to this Tariff.

Service Order: The standard Company order form(s), in effect from time-to-time, or Customer's forms accepted in writing by an authorized representative of the Company for Service which shall enable the Company to provide Service.

Service Order Change Charge: Charge applied for changes in Service Orders.

SECTION 2 – RULES AND REGULATIONS

2.1 Application of the Tariff

2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to intrastate telecommunications Service offered by the Company with principal offices located at 208 South Akard Street, Dallas, Texas 75202. The Company operates as a competitive telecommunications company. Services in this Tariff are only available to Business Customers as specified herein.

2.1.2 The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

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SECTION 2 – RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.16 The Company does not generally provide echo suppression. However, for Services that require Dedicated Access to reach the long distance network, the Company, not the Customer, will determine when echo suppression will be provided.

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SECTION 2 – RULES AND REGULATIONS

2.16 Application of Rates and Charges

2.16.1 Application of Base Rate Charges

For rules and regulations regarding the application of charges for Frame Relay Service, see Section 5.2.4 of this Tariff. (D)
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2.16.2 Application of Ancillary/Administrative Charges

(A) Installation Charge

- .1 A non-recurring installation charge applies to each new Service provided by the Company. Installation charges may also apply to existing Service(s) moved to a new location at the Customer's request and changes in Service when re-engineering is required. The charges specified in this Tariff do not contemplate installation, maintenance or repair work being performed at a time when overtime wages apply as a result of the Customer, Authorized User or Joint User requests, nor do they contemplate work once begun being interrupted by the Customer, Authorized User or Joint User. Installation charges vary by type of Service.

SECTION 2 – RULES AND REGULATIONS

2.18 Credits For Service Outages (continued)

2.18.1 (continued)

(H) failure of power, facilities, equipment, systems or connections not provided by the Company or a Company-designated Third Party Vendor;

(I) a result of scheduled maintenance or testing or troubleshooting; or

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2.18.2 Credit allowances for interruption of Data Service(s) shall be made upon Customer request. Following the start of Service date, if the Customer reports an interruption in Service to the Company's Customer Care Department or other location designated by the Company, the Customer shall receive credit(s) applicable to the Service directly affected. An interruption ends when the Service is restored. Interruptions shall be accumulated to the nearest half-hour period. Each interruption is considered separately for the purpose of establishing the credit allowance. A credit for Service Outages is Customer's sole and exclusive remedy for any interruption in Service. The credit for a billing period shall not exceed the monthly rate for the affected rate element.

SECTION 2 – RULES AND REGULATIONS

2.18 Credits For Service Outages (continued)

2.18.3 Notice of interruption should be reported by the Customer to the Company's Customer Care Department or other location designated by the Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit as provided in Section 2.18.2 of this Tariff. (D)

For specific details (D)
regarding out-of-service credits for Specialized Communications Services, see Section 5.6 of this Tariff.

2.18.4 If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges and for the alternate transmission service used.

2.18.5 The credit provided in Section 2.18.2 of this Tariff is the Customer's sole and exclusive remedy for any interruption in Service.

2.18.6 The Services provided under this Tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Tests and adjustment shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

SECTION 2 – RULES AND REGULATIONS

2.26 Term Plan Agreements

2.26.1 General

For Data Service, the Company provides term plans or service commitment periods. The term plan allows the Customer to order Service at rates commensurate with the length of the term. If rates increase during the term, the rates of the term plan agreement will not be affected during the term of the agreement. If rates decrease during the term, the new rate, if it is lower, would automatically apply to the remainder of the fixed term.

2.26.2 Cancellation of Term Plan Agreement

When the Customer cancels a term plan agreement for Service after installation of Service, the Company will cancel the Customer's Service within thirty-five (35) days of the date the Company receives the Customer's written request to cancel Service. If the Customer cancels Service after installation of Service but before the expiration date of the term plan agreement, a TLC applies. The TLC will be calculated as follows:

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SECTION 2 – RULES AND REGULATIONS

2.26 Term Plan Agreements (continued)

2.26.3 Change in Term Plan Agreement (continued)

- (D) If the Customer discontinues Service under a term plan agreement and if the Customer selects and commits to a new term plan agreement with a shorter term for the same Circuit, the Customer must pay the TLC.

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For all other Data Services, the TLC is equal to the difference in the number of months remaining in the old term plan agreement minus the number of months commitment in the new term plan agreement times 50% of the revenue stream for the Service whose term plan is being changed. The change in rates will be effective at the start of the next billing cycle following the completion of the processing of the Customer's request.

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SECTION 9 – CONTRACT SERVICES

9.1 Special Service Arrangements

9.1.1 General

Data Service(s) will be made available to Customers in a non-discriminatory manner. Rates for interexchange and local exchange dedicated access, non-switched services may be determined on an ICB basis. ICB rates will be structured to recover the company's cost of providing the Service and will be made available to the Commission staff upon request on a proprietary basis. ICB rates will not be used for Switched Services. (T)

Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly, and/or other special services, may be furnished in addition to existing Tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable, for the special service arrangements will be developed upon Customer's request. Such terms and conditions and rates and charges will be available under contract to similarly situated Customers for a period of ninety (90) days following the effective date of the SSA of the initial Customer for whom the SSA was designed, unless otherwise specifically provided for in the SSA. Similarly situated Customers enrolling in a SSA must agree to service installation no more than ninety (90) days after contracting to receive services under a SSA. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this Tariff.