

PRIVATE LINE SERVICES AND CHANNELS

12. OPT-E-MAN<sup>SM</sup> Service

12.1 Description

OPT-E-MAN Service is an optically switched data service which allows for versatile scalability and flexibility over an Ethernet network provided by the Company. OPT-E-MAN Service allows businesses to interconnect two or more customer locations within a Metropolitan Area Network (MAN) as if they were segments on the same LAN using packet-based switching technologies. Connections at the customer premises are made using Native Ethernet interfaces and traverse the MAN over fiber facilities. OPT-E-MAN Service provides dedicated bandwidth from 5 Mbps up to 1 Gbps. (T)  
(T)  
(T)  
(C)

Customers connect to OPT-E-MAN Service via one of the following standard connections, as requested by the customer: (T)

- 10/100 Base T (100Mbps)
- Gigabit Ethernet (1000 Base SX, 1000 Base LX/LH and 1000 Base ZX) <sup>(1)</sup> (T)

Customers may connect any two or more locations together, as long as they are in the same LATA or MAN and the service is available. This service will offer logical Ethernet-to-Ethernet connections available in the following configurations: (T)

- point-to-point
- point-to-multipoint, or
- multipoint-to-multipoint (T)  
(N)

OPT-E-MAN Service includes the connection from the customer's premise to the Ethernet network, a port on the Ethernet network, a Committed Information Rate (CIR), and Ethernet Virtual Connections (EVCs). Ethernet Virtual Connections (EVCs) are logical connections that establish a logical path for customer traffic between two customer locations. A portion of the CIR is assigned to each EVC to establish how much bandwidth each path should have. (N)  
(N)

**NOTE: Revisions to this page to be implemented on March 1, 2005.** (N)

(1) CIR is inclusive of allowances for overhead within the Ethernet network. If a customer orders 1 Gbps of CIR on a single port, the Company reserves the right to use up to 10% of the bandwidth for traffic management. (N)  
(N)

(2) Material formerly contained herein now appears on Sheet 1.1.

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12.1 Description (cont'd)

OPT-E-MAN is provided under several service configurations: (T)

Basic The OPT-E-MAN Basic Service provides the customer a switched, logical point-to-point or point-to-multipoint connection between customer locations, using a physical connection to the network, and virtual connections through the OPT-E-MAN network. (T)

Basic Plus The OPT-E-MAN Basic Plus service configuration provides the customer a switched, logical point-to-point, point-to-multipoint or multipoint-to-multipoint connection between customer locations, using a physical connection to the network, and virtual connections through the OPT-E-MAN network. (N)

Service configurations include a choice of one of two underlying Grades of Service: Bronze and Silver. Each Grade of Service offers a different level of service performance. The following describes the service parameters for each Grade of Service. (T)

Bronze The applications best suited for this Grade of Service are general data applications with more tolerance for delay and/or those that are lower in priority. This Grade of Service is the appropriate selection for general data traffic since it tolerates bursty and time-varying traffic. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR) and Latency. (T)

Packet Delivery Rate is at least 99.5% of the total traffic from the source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached. (T)

Latency is limited to a delay across a connection of no more than 35 ms (70 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less. (C)

Silver Supports applications that require minimal loss and low latency variation (jitter). Data in this Grade of Service will be provisioned in a priority queue indicating that it is delay sensitive. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR), Latency and Jitter. (T)

Packet Delivery Rate is at least 99.9% of the total traffic from source NTE to the destination NTE to which the customer port is attached. (T)

Latency is limited to a delay across a connection of no more than 25 ms (50 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less. (C)

Jitter is limited to less than 15 ms one-way end-to-end within the Company's network. (C)

**NOTE: Revisions to this page to be implemented on March 1, 2005.** (N)

(1) Material contained herein formerly appeared on Sheet 1 and 2.

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12.2 Definitions

\* \* \* \* (D)

Jitter

Jitter is defined as the delay that occurs between two (2) packets or Ethernet frames that are traversing the network. Jitter is calculated as the delay variance of the packets transported across the network or the delta between two consecutive packets. It is measured between two endpoints, and will consist of measuring the time (T) between a set of packets. Jitter is measured by averaging sample measurements taken during a 30 day period (T) between network termination equipment to which the customer ports are attached when the OPT-E-MAN network (T) is available. (T)

Latency

Latency is defined as the amount of time necessary for a typical frame to traverse the network. Latency is calculated as the measurement of time taken for a customer frame to go from one end of the network (origination point) to the other end (termination point). The measurement will consist of measuring the time it takes to “ping” (T) or travel from the origination to termination points for the connection in question. Latency is measured by (T) averaging sample measurements taken during a 30 day period between network terminating equipment to which (T) the customer ports are attached when the OPT-E-MAN network is available. (T)

Packet Delivery Rate (PDR)

PDR is defined as the actual amount of useful and non-redundant information that is transmitted or processed (T) from end-to-end across the network. It is a function of bandwidth, error performance, congestion and other (T) factors. PDR is expressed as a percentage of Ethernet frames offered to the network that successfully traverse the (T) network, end-to-end, within the Committed Information Rate (CIR), and within a 30 day period. PDR is (T) calculated as the total number of effective Ethernet frames, per port, that successfully traverse the network (T) divided by the total number of effective Ethernet frames, per port, offered to the network within a 30 day period. (N) Those frames that violate the maximum range will be excluded from the calculation. PDR is measured by (N) averaging sample measurements taken during a 30 day period from network terminating equipment to network (N) terminating equipment to which the customer ports are attached when the OPT-E-MAN network is available. (N)

Media Access Control (MAC) Address

Denotes a data link layer protocol used for Layer 2 connectivity. (N)

\* \* \* \* (D)

**NOTE: Revisions to this page to be implemented on March 1, 2005.** (N)

(1) Material formerly contained herein now appears on Sheet 1.1.

(2) Material contained herein formerly appeared on Sheet 3.

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12.3 Terms and Conditions

In addition to regulations set forth elsewhere in this Tariff, the following regulations apply to OPT-E-MAN Service:

- A. OPT-E-MAN Service is provided at the option of the Company where equipment and facilities permit. If appropriate facilities are not available, Special Construction charges may apply. OPT-E-MAN service is available in Company Central Offices as specified in National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4 (NECA Tariff F.C.C. No. 4). (T)
- B. If a customer desires service from a Serving Wire Center that is not equipped to provide OPT-E-MAN Service, additional charges (including a repeater charge) will apply. A network engineering study will need to be completed to ensure adequate service provisioning is capable.
- C. The customer provided equipment (CPE) must deliver the data signal for the OPT-E-MAN transport within the industry specifications for the subscribed data service. See paragraph 12.5 following for the Technical References.
- D. If a customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 (Ethernet data link layer) connectivity, only 50 Media Access Control (MAC) addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a maximum limit of 100 MAC addresses total per port. (T)
- E. If a customer desires that service be provided on a due date less than the standard installation interval, the customer may request that service be provided on an expedited basis. If the Company determines that service can be provided on the requested expedited date and spare facilities are available, the Expedite Order Charge (per port, per location) will apply.

**NOTE: Revisions to this page to be implemented on March 1, 2005.**

(N)

(1) Material formerly contained herein now appears on Sheet 2.

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12.3 Terms and Conditions (cont'd)

- F. If a customer cancels service prior to installation being completed, a Service Order Cancellation Charge (per port, per location) will apply. The customer's intent to cancel service must be made in writing. (T)
- G. The CIR selected by the customer must be committed to for a 30 day period before an increase in CIR can be requested. (T)  
(T)
- H. \* \* \* \* (D)
- I. OPT-E-MAN does not allow for oversubscription. The sum total of the Usage assigned to EVCs are mapped to a single port, and cannot exceed the ordered CIR. (T)  
(T)
- J. For Basic Service, a total of 8 EVCs may be configured per 10/100 Base T connection, and a total of 64 EVCs may be configured per 1 Gbps connection. For Basic Plus Service, a total of 7 EVCs may be configured per 10/100 Base T connection, and a total of 63 EVCs may be configured per 1 Gbps connection. Should a customer request more than 64 EVCs on a Basic Service 1Gbps connection, or more than 63 EVCs on a Basic Plus Service 1 Gbps connection, a technical review will be conducted to determine whether the network will support the request. (T)  
(T)
- K. OPT-E-MAN Service supports full duplex communication. (T)
- L. OPT-E-MAN Service is not available in a meet-point billing arrangement involving other carriers. (T)
- M. A Letter of Authorization (LOA) will need to be established if customers want to purchase a logical connection via an Ethernet Virtual Connection (EVC) to another customer in order to ensure security and accuracy in the connection. (T)  
(T)

**NOTE: Revisions to this page to be implemented on March 1, 2005.**

(N)

(1) Material formerly contained herein now appears on Sheet 4.1.

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12.3 Terms and Conditions (cont'd)

N. Service Level Agreements (SLAs) will be offered with this service, and provides customers with end-to-end performance backed by service credits if minimum quality standards are not met by the Company. (T)  
(T)

1. Network Availability

- Network Availability of 99.95% per month, including the local loop, is provided by the Company. (T)  
This equates to less than 21.6 minutes of downtime per month (based on a 30-day month), excluding maintenance windows and other appropriate exclusions. Network Availability is calculated as the percentage of time that the OPT-E-MAN network is capable of accepting and delivering customer data to the total time in the measurement period. The calculation for Network Availability for a given calendar month is as follows: (T)  
(T)

Network Availability =  
[24 hours x days in month x 60 minutes x number of customer sites] – network outage time  
(measured in minutes)

-----  
[24 hours x days in month x 60 minutes x number of customer sites]

- As noted in the above formula, all ports included in a customer's network are utilized in calculating *Network Availability*. (N)
- The customer is responsible for (1) notifying the Company within 45 days after the end of the month when the service parameter falls below the committed level, and (2) requesting a service credit. (N)  
(C)
- Upon verification by the Company that the actual service performance for that parameter was less than the committed level, the customer will be provided a service credit equal to 10% of the monthly recurring charge for that service parameter for all affected ports. (C)

**NOTE: Revisions to this page to be implemented on March 1, 2005.**

(N)

(1) Material contained herein formerly appeared on Sheet 4.

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12.3 Terms and Conditions (cont'd)

N. Service Level Agreements (SLAs) (cont'd)

2. Grade of Service

Grade of Service SLAs are provided for OPT-E-MAN Service. If the Company fails to meet service parameters defined for each Grade of Service, service credits will be offered to the customer given certain conditions are met:

- The customer is responsible for (1) notifying the Company within 45 days after the end of the month when the service parameter falls below (or above) the committed level, and (2) requesting a service credit.
- Upon notification by the customer that the actual service performance for that parameter was less than the committed level, the Company has 30 days to correct the problem.
- If after 30 days, the service performance for that parameter is still less than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for that service parameter for all affected ports for the month in which the service parameters fall below (or above) the committed level.
- Packet Delivery Rate (PDR), Latency and Jitter calculations will be measured only when the OPT-E-MAN network is available.

\* \* \* \* \*

(T)

(T)

(N)

(N)

(D)

**NOTE: Revisions to this page to be implemented on March 1, 2005.**

(N)

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12.3 Terms and Conditions (cont'd)

N. Service Level Agreements (SLAs) (cont'd)

(T)

\* \* \* \* (D)

**NOTE: Revisions to this page to be implemented on March 1, 2005.**

(N)



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12.3 Terms and Conditions (cont'd)

N. Service Level Agreements (SLAs) (cont'd)

3. Exclusions (Service Level Agreements and Grade of Service credits)

The Company will be excluded from providing SLA and Grade of Service credits should any of the following conditions occur or as limited by other sections of this tariff:

- Force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.
- All SLAs are offered across the Company's network. The failures of any components beyond the local facility including the Network Interface (NI) and the CSU/DSU/Channel Band/Extended Demarcation are excluded from the SLA credit calculation.
- Data loss during the company's scheduled maintenance window.
- Data exceeding the subscribed to CIR.
- Failures attributed to facilities or equipment provided by the customer or its contractors, equipment vendors, another local exchange carrier or interexchange carrier.
- Any customer Network Management is not included in the SLA.

O. For Basic Plus multipoint-to-multipoint service, the Company will use controls to limit the amount of multicast and broadcast traffic to protect the OPT-E-MAN network against traffic storms. The maximum throughput of multicast traffic will be set at 1 Mbps per customer port, while the maximum throughput of broadcast traffic will be set at 200 packets per second per port. Packets dropped by traffic controls will be excluded from SLA calculations. The Company recommends that customers enable controls for multicast, broadcast and unknown unicast traffic within the customer network(s). (T)

P. Data exiting the network through the customer ports are excluded from SLA calculations to the extent that it exceeds the CIR for those ports.

Q. The responsibility of the Company shall be limited to furnishing the OPT-E-MAN network. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by CPE or for the quality of, or defects in, such transmission or the rejection of signal by CPE. The Company shall not be responsible for installation, operation, maintenance or adapting OPT-E-MAN to the technological requirements of specific CPE. In addition, the Company shall not be responsible to the customer if changes in any of the equipment, operations or procedures of the Company used in the provisioning of OPT-E-MAN render any facilities provided by the customer obsolete; or require modification or alteration of such equipment or system; or otherwise affect its use or performance, provided the Company has met all applicable information disclosure requirements otherwise required by law.

**NOTE: Revisions to this page to be implemented on September 1, 2005.**

(N)

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12.4 Features

A. Standard Features

Connection

Provides for the physical connection between the customer's premise and the serving wire center. This is comprised of a transport component, interface component and a port connection component. Several interface protocols are available: 10/100 Base T (100Mbps) and Gigabit Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZX).

(T)

|

(T)

Committed Information Rate (CIR)

CIR provides a committed level of transmission (or bandwidth) to the Connection. The customer can select a CIR from 5 Mbps to 1 Gbps per connection. The CIR is shared among one or more Ethernet Virtual Connections (EVCs), which provide a logical point-to-point connection between two customer locations.

(T)

(T)

(C)

(N)

**NOTE: Revisions to this page to be implemented on March 1, 2005.**

(N)

(1) Material formerly contained herein now appears on Sheet 9.

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12.4 Features

B. Optional Features

Repeater

For those customers who are located outside normal transmission parameters, or are served by a Serving Wire Center that is not equipped for OPT-E-MAN Service, service can be provided using a repeater. An engineering study will be completed to ensure transmission parameters can be met using a repeater, and the Company will determine when Repeaters are necessary. Additional charges will apply. Provisioning of OPT-E-MAN Service is subject to the availability and operational limitations of the equipment and associated facilities.

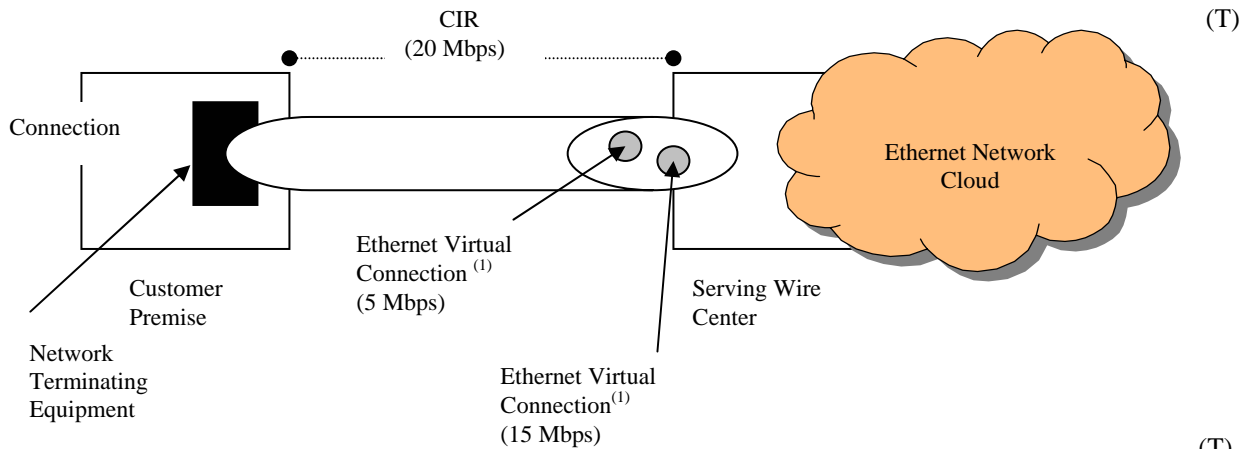
Additional MAC Addresses

If a customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a limit of 100 MAC addresses total per port.

Ethernet Virtual Connection (EVC)

An Ethernet Virtual Connection is a logical point to point connection between two customer locations, and goes from the customer demarcation point at one location through the OPT-E-MAN network to terminate at demarcation point at the second customer location. When multiple EVCs are provisioned, the customer must designate the portion of the CIR assigned to each EVC. EVCs can be set in 1Mbps increments from 5 Mbps to 1000 Mbps. If a customer purchases the Silver Grade of Service for CIR, the initial EVC will be prioritized as Silver. Additional EVCs can be prioritized as either Silver or Bronze. However, if a customer purchases the Bronze Grade of Service for CIR, additional EVCs cannot be prioritized as Silver, but only as Bronze.

The following diagram describes the various service components:



- (1) Ethernet Virtual Connections are used to establish a path for certain traffic between two customer locations, and do not have a charge associated with them. Each EVC must have a portion of the Committed Information Rate (CIR) service element assigned to it. (N)
- (2) Material contained herein formerly appeared on Sheet 8. (N)

**NOTE: Revisions to this page to be implemented on March 1, 2005.** (N)

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12.5 Technical References

The customer interface to OPT-E-MAN Service is as specified in:

<u>Subject</u>	<u>Technical Reference</u>	
Network Equipment Design Requirements	SBC-TP76200MP	(C)
Ethernet Standards for the SBC Local Exchange Companies	SBC-TP76412-000	

These publications may be obtained from:

SBC Help Desk and Document Center	(517) 788-6872	(C)
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12.6 Rates and Charges

A. Service Elements

Description /Billing Code/	Nonrecurring Charge <sup>(1)</sup>	<u>Monthly Payment</u> Term Payment Plans				<u>Monthly Extension</u>	(T) (T)
		<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>		
Connection, each customer location							(T)
<u>Basic Service</u>							
10/100 Base T	\$1,925.00	\$780.00	\$750.00	\$650.00	\$575.00	\$925.00	(T)
Gigabit Ethernet	\$2,100.00	\$1,200.00	\$1,150.00	\$1,000.00	\$850.00	\$1,400.00	
<u>Basic Plus Service</u>							(N)
10/100 Base T	\$1,925.00	\$780.00	\$750.00	\$650.00	\$575.00	\$925.00	
Gigabit Ethernet	\$2,100.00	\$1,200.00	\$1,150.00	\$1,000.00	\$850.00	\$1,400.00	(N)

**NOTE: Revisions to this page to be implemented on March 1, 2005.**

- (1) Nonrecurring charges will not apply for those customers selecting the 24, 36 or 60 month Term Payment Plan (TPP) period for new service.
- (2) Material formerly contained herein now appears on Sheet 12.

(N)  
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(N)

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12.6 Rates and Charges (cont'd)

A. Service Elements (cont'd)

Description /Billing Code/	Nonrecurring Charge <sup>(2)</sup>	Monthly Rate	
		Bronze	Silver
Ethernet Virtual Connection <sup>(1)</sup> (EVC) – per connection	\$0.00	\$0.00	\$0.00
CIR Speed (Mbps) – per port			
5	\$75.00	\$450.00(R)	\$650.00(R)
10	\$75.00	\$650.00(R)	\$850.00(R)
20	\$75.00	\$900.00(R)	\$1,100.00(R)
50	\$75.00	\$1,025.00(R)	\$1,225.00(R)
100	\$75.00	\$1,200.00(R)	\$1,400.00(R)
250	\$75.00	\$1,575.00(R)	\$1,975.00(R)
500	\$75.00	\$1,900.00(R)	\$2,300.00(R)
1000	\$75.00	\$2,575.00(R)	\$2,975.00(R)

**NOTE: Revisions to this page to be implemented on September 1, 2005.**

(N)

- (1) Ethernet Virtual Connections (EVCs) are required for provisioning purposes only, and as such will not have a charge associated with them.
- (2) Nonrecurring charges will not apply for those customers selecting the 24, 36 or 60 month Term Payment Plan (TPP) period for new service.

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12.6 Rates and Charges (cont'd)

A. Service Elements (cont'd)

<u>Description</u> <u>/Billing Code/</u>	<u>Nonrecurring Charge<sup>(1)</sup></u>		<u>Monthly Payment</u> <u>Term Payment Plans</u>				<u>Monthly Rate</u>	(T)	
<u>Optional Features</u>								(T)	
Additional MAC Addresses - 51-100 MAC Addresses							\$70.00	\$5.00	(T)
	<u>Nonrecurring</u> <u>Charge<sup>(1)</sup></u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>	<u>Monthly</u> <u>Extension</u>			(T)
Repeater	\$250.00	\$400.00	\$375.00	\$325.00	\$300.00	\$475.00			(T)
							<u>Nonrecurring</u> <u>Charge</u>		(T)
<u>Optional Charges</u>									(T)
Service Order Cancellation - per location							\$200.00		(T)
Expedite Order Charge - per location							Tariff Part II, Section 22 Sheet 8A		(T)
Service Order Change Charge - applies to CIR changes, EVC changes and Configuration changes, per location							\$75.00		(T)

**NOTE: Revisions to this page to be implemented on March 1, 2005.**

- (1) Nonrecurring charges will not apply for those customers selecting the 24, 36 or 60 month Term Payment Plan (TPP) period for new service.  
 (2) Material contained herein formerly appeared on Sheet 14.

(N)  
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(N)

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12.6 Rates and Charges (cont'd)

B. Payments Plans

1. Term Payment Plans

OPT-E-MAN Service is only available under the Term Payment Plan (TPP) whereby customers must select either a 12, 24, 36 or 60 month period. After the selected Term Payment Plan period is satisfied, the Monthly Extension Price in effect at the time of contract expiration will apply unless a new TPP is selected. Out of term monthly extension rates will only be offered when a term contract has expired and the customer has not yet signed another term contract.

2. Renewal of Term Payment Plans

At the end of a Term Payment Plan, the customer may renew with a written notice of intent to renew no later than 90 days prior to its expiration, for any TPP in effect without incurring new nonrecurring charges. If the customer elects not to renew the TPP or does not notify the Utility of its intent to renew the TPP, the service will automatically be billed under the Monthly Extension rates in effect at the time the TPP expires until the customer cancels or renews the service with a new TPP term. Subsequently, customers under the Monthly Extension rates may convert their existing service to either a 1, 2, 3 or 5 year TPP. The customer will not be assessed any associated nonrecurring charges as long as the physical serving arrangement does not change. Monthly Extension rates are not available to new service.

3. The Term Pricing Plan provides the customer with rate stabilization for the specific term period selected. Decreases in Term monthly recurring tariff rates will be passed on to customers who participate in a Term Pricing Plan. Should the Company increase its rates during the Term Pricing Plan period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under the Term Pricing Plan. (C)

**NOTE: Revisions to this page to be implemented on May 11, 2005.**

(N)



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12.6 Rates and Charges (cont'd)

C. Termination Charges

Termination Charges will apply to service terminated prior to the contracted period.

\* \* \* \* (D)

1. If the customer terminates the TPP agreement prior to the expiration of the 12, 24, 36 or 60 month service term, the customer shall pay a termination charge. Payment of the termination charge does not release the customer from other previous amounts owed to the Company. In addition to any unpaid Special Construction or nonrecurring charges (excluding any waived charges), Termination Charges will be equal to:  
  - Fifty percent (50%) of all recurring charges for the remaining months of the customer's term
2. The customer has the option to upgrade the speed of the service or select a more sophisticated data service with the Company at any time during the contract period without incurring a termination charge. The contract term for the new upgraded service must be equal to or greater than the remainder of the existing product's service contract that the customer is converting from. However, a one time service change charge or NRC will apply. These changes may also require a brief service interruption.
3. Customers may move their existing service to a new location without incurring Termination Charges provided all of the following conditions are met:
  - The customer maintains the existing TPP at the new location or establishes a new TPP equal to or greater than the old location;
  - During the TPP, a customer may move an OPT-E-MAN Service location to another premises in the same LATA and keep the TPP in force without assessment of Termination Charges, provided no lapse in billing occurs;
  - The customer's request for disconnect at the existing location and the request for service at the new location are received at the same time, and the customer's disconnect order for the existing service references the new connect order for the new service;
  - Moves of one location to a premise in a different serving office may result in a change in the monthly charges. Nonrecurring charges as appropriate are applicable.
  - If the customer moves more than one location of the service concurrently, the customer will be liable for Termination Charges, as this is considered a complete disconnect of the service.

**NOTE: Revisions to this page to be implemented on March 1, 2005.** (N)

(1) Material formerly contained herein now appears on Sheet 14.

(2) Material contained herein formerly appeared on Sheet 16.

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12.6 Rates and Charges (cont'd)

D. Credit Allowances

In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of 10/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates. (T)

The Company's failure to provide or maintain services under this tariff shall be excused by force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control. (T)

E. Cancellation and Deferment of Start of Service Charge

Cancellation charges apply if the service order request is canceled in whole or in part prior to complete installation or start of service. The applicant is responsible for payment of the non-recoverable expenses (consisting of the loss on equipment and facilities installed or in the process of being installed, the installation labor, cost of removal and other expense factors involved) incurred by the Company in connection with the order. Installation is considered to have started when, following receipt of the order, the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred. Charges are also applicable for deferment of start of service at the customer's request beyond one month as stated in Tariffs Part I, Sheet 1AB.

F. Waiver of Non-Recurring Charges (T)

Upon three (3) business days notice to the DPUC, the Company may periodically offer promotional campaigns.

**NOTE: Revisions to this page to be implemented on March 1, 2005.** (N)

(1) Material formerly contained herein now appears on Sheet 15.

PRIVATE LINE SERVICES AND CHANNELS

12. OPT-E-MAN<sup>SM</sup>

12.6 Rates and Charges (cont'd)

G. Promotional Campaigns

1. A promotional campaign shall be established from March 1, 2005 through September 1, 2005 for customers newly subscribing to OPT-E-MAN Service. This promotion offers a variable discount on the Committed Information Rate (CIR) service element for those customers who are located within fifteen (15) miles from a central office equipped with OPT-E-MAN functionality as identified in the NECA-4 tariff. This promotion is only available to those customers selecting the 5 Mbps, 10 Mbps, 20 Mbps, 50 Mbps, 100 Mbps, 250 Mbps, 500 Mbps or 1 Gbps CIR speeds.
2. The promotion will be available to new OPT-E-MAN customers entering into either a 36 month or 60 month agreement. A written agreement must be executed by the Company that includes the term period, the discount rates and the service locations. Special Construction Charges may apply. Nonrecurring charges for the CIR element will not apply as outlined in paragraph 12.6.A., Sheet 12 in this Section. Tariff charges will apply for any optional features subscribed to by the customer during this promotional period.
3. If the customer terminates the agreement prior to the expiration of the 36 or 60 month service term, the customer shall pay a termination charge. Payment of the termination charge does not release the customer from other previous amounts owed to the Company. In addition to any unpaid Special Construction or nonrecurring charges (excluding any waived charges), Termination Charges will be equal to fifty percent (50%) of all recurring charges for the remaining months of the customer's term.
4. Rates and Charges

10/100 Base T Connection Options (Basic or Basic Plus Service)

<u>Description</u>	<u>Bronze Package</u>		<u>Silver Package</u>	
	<u>36 Months</u>	<u>60 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Committed Information Rate (CIR), per Connection				
5 Mbps	\$450.00	\$450.00	\$650.00	\$650.00
10 Mbps	\$650.00	650.00	\$850.00	\$850.00
20 Mbps	\$900.00	900.00	\$1,100.00	\$1,100.00
50 Mbps	\$1,025.00	1,025.00	\$1,225.00	\$1,225.00
100 Mbps	\$1,200.00	1,200.00	\$1,400.00	\$1,400.00

PRIVATE LINE SERVICES AND CHANNELS

The Southern  
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(N)

12. OPT-E-MAN<sup>SM</sup>

12.6 Rates and Charges (cont'd)

G. Promotional Campaigns (cont'd)

4. Rates and Charges (cont'd)

1 Gbps Optical Connection Options (Basic or Basic Plus Service)

<u>Description</u>	<u>Bronze Package</u>		<u>Silver Package</u>	
	<u>36 Months</u>	<u>60 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Committed Information Rate (CIR), per Connection				
5 Mbps	\$450.00	\$450.00	\$650.00	\$650.00
10 Mbps	\$650.00	\$650.00	\$850.00	\$850.00
20 Mbps	\$900.00	\$900.00	\$1,100.00	\$1,100.00
50 Mbps	\$1,025.00	\$1,025.00	\$1,225.00	\$1,225.00
100 Mbps	\$1,200.00	\$1,200.00	\$1,400.00	\$1,400.00
250 Mbps	\$1,575.00	\$1,575.00	\$1,975.00	\$1,975.00
500 Mbps	\$1,900.00	\$1,900.00	\$2,300.00	\$2,300.00
1 Gbps	\$2,575.00	\$2,575.00	\$2,975.00	\$2,975.00

(N)