

**EarthLink Carrier, LLC**  
1375 Peachtree Street, Level A  
Atlanta, GA 30309  
Issued by: Vice President, Tax  
Toll-Free: 800-239-3000

Louisiana Tariff No. 3  
Original Title Page

Issued: February 11, 2013

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DIGITAL PRIVATE LINE SERVICE

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*This tariff, EarthLink Carrier, LLC Louisiana Tariff No. 3 replaces in its entirety  
Interstate FiberNet, Inc. d/b/a EarthLink Carrier Louisiana Tariff No. 2  
which is currently on file with the Commission.*

**EARTHLINK CARRIER, LLC**

REGULATIONS AND SCHEDULES OF INTRASTATE CHARGES  
APPLYING TO DIGITAL PRIVATE LINE SERVICE  
WITHIN THE STATE OF LOUISIANA

This tariff contains rules, regulations, descriptions and rates for intrastate, point-to-point, digital private line services furnished by EarthLink Carrier, LLC between points within the State of Louisiana. Service is furnished by means of a fiber optic transmission medium. This tariff is on file with the Louisiana PSC and copies can be inspected at the Company's principal address.

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Revision</u>		<u>Page</u>	<u>Revision</u>	
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\* - indicates those pages included with this filing

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**TARIFF FORMAT**

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages are added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between pages 2 and 3 would be numbered 2.1.

Explanation of Symbols - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page (s) through the use of the following symbols:

- (C) - To signify changes in regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increase.
- (M) - To signify matter relocated without change.
- (N) - To signify new rate or regulation.
- (R) - To signify reduction.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.
- (Z) - To signify a correction.

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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**APPLICATION OF TARIFF**

This tariff sets forth the regulations and rates applicable to the provision of intrastate point-to-point, digital private line services offered by EarthLink Carrier, LLC within the state of Louisiana.

This tariff allows communications carriers to lease and resell for profit EarthLink Carrier, LLC services offered herein. Interconnection of EarthLink Carrier, LLC services with the services of communications carriers is permitted.

EarthLink Carrier, LLC may undertake to provide Special Services to meet a customer's requirements where those requirements cannot be satisfied within this tariff.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Company** - Used throughout this tariff to refer to EarthLink Carrier, LLC, the issuer of this Tariff, unless otherwise clearly indicated by the context.

**Customer** - A communications common carrier (including interexchange carrier, local exchange carrier, cellular service provider, alternate access provider, etc.) that is responsible for the payment of charges and for compliance with this tariff and normally orders, cancels, or amends service.

**DS1 Service** - Allows for the transmission of digital signals at speeds up to 1.544 Mbps.

**DS3 Service** - Allows for the transmission of digital signals at speeds up to 44.736 Mbps.

**DS3 to DS1 Multiplexed** - An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels.

**EarthLink** - Refers to EarthLink Carrier, LLC, the issuer of this Tariff.

**Local Distribution Channel Provider** - Includes, but is not limited to, local exchange carriers, alternate access vendors, competitive access providers, network companies, common carriers, or companies affiliated with the above companies.

**Points of Presence (POP)** - A point on the Company's system where the inter office channels and local distribution facilities are terminated.

**Special Service** - Is any service whereby the Company is required to incur unusual costs for construction, engineering, labor, maintenance, provisioning, purchases, or other related costs in order to provide a service to the Customer.

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**SECTION 2 - RULES AND REGULATIONS**

2.1 Undertaking of the Company

2.1.1 The Company provides terrestrial point-to-point digital communications channels at the DS-1 (1.544 megabits per second) and DS-3 (44.736 megabits per second) level. The Company also offers DS-3 to DS-1 multiplexing.

2.1.2 Service is provided from the Points of Presence listed in Section 2.8 below.

2.1.3 Customer is responsible for all local loops. The Company provides POP to POP service only.

2.2 Conditions and Limitations

2.2.1 Services offered by the Company are subject to the availability of facilities. The Company will make all reasonable efforts to secure facilities to meet customer requirements providing these facilities do not adversely affect other services provided by the Company.

2.2.2 When necessitated by the actions of any government agency having jurisdiction over the Company, by conditions beyond the Company's control or of any violation of this tariff, the Company reserves the right to discontinue service.

2.2.3 The procurement, construction, maintenance, provisioning, and tariffing of Special Services will be considered on a case-by-case basis.



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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.3 Use of Services

2.3.1 Customers, their authorized users and sharing participants may not use the service furnished by the Company for any unlawful purpose or in any unlawful manner. The Company may terminate or suspend service if any such prohibited use occurs. During any such temporary suspension, and upon any such termination by the Company, no interruption (as defined in Section 2.8) shall be deemed to occur for the purposed of interruption credits.

2.3.2 Priority provisioning and restoration of the services furnished by the Company will be in accordance with part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules.

2.4 Limitation of Liability

2.4.1. Claims for damage to customer or authorized use's premises including claims made by a third party resulting from the furnishing of service by the Company when said damage is not the result of negligence of the Company's agents of employees.

2.4.2. Patent infringement claims arising from combining or connecting Company channels with customer-provided equipment or systems.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.5 Customer Obligations

- 2.5.1 The services and facilities of the Company are available to its customers subject to the provisions of this tariff.
- 2.5.2 The customer shall assume all responsibility for taking the necessary legal steps for interconnecting customer-provided equipment with Company facilities.
- 2.5.3 The customer shall be responsible for ensuring that customer-provided equipment or systems are properly interfaced with Company facilities.
- 2.5.4 The customer shall operate his equipment in such a manner such that his use of Company facilities shall not interfere with other customer's use of Company facilities.
- 2.5.5 The customer shall provide adequate space, electrical power, wiring and electrical outlets necessary for the proper operation of Company equipment on his premises.
- 2.5.6 The customer shall be responsible for all through theft, fire, flood, and other catastrophes to Company facilities on the customer's premises.
- 2.5.7 The customer shall be responsible for damages to Company facilities caused by the negligence or willful acts of the customer's officers, employees, agents, contractors or invitees.
- 2.5.8 Release of the customer's Company provided facilities for testing and repair will be required for service failures and/or routine maintenance. The Company will attempt to notify the customers in advance of such necessary release and will attempt to schedule the release of a mutually convenient time.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.5 Customer Obligations (Cont'd.)

- 2.5.9 Access to the customer's premises may be necessary for installation and/or routine maintenance of Company facilities. The Company will notify customers in advance of such necessary access and will attempt to schedule the access at a mutually convenient time. For charges contemplated in this tariff such access must be available during regular business hours.
- 2.5.10 Emergency access to the customer's premises may be necessary for inspection, repair and/or removal of Company facilities. Such access shall be on an unrestricted, 24 hour per day, seven day per week basis.
- 2.5.11 The customer guarantees and assures the Company that his authorized user(s) will satisfy all provisions of this tariff and abide by its regulations. The customer also assumes all responsibility for his authorized users relative to the compliance with the provisions of this tariff.
- 2.5.12 The customer is responsible for ensuring that, except for Company designated personnel, no one attempts to adjust, modify, move or otherwise interfere in any way with the continuous operation of Company equipment located either at the customer or authorized user's premises.
- 2.5.13 When the digital private line services of the Company are interconnected with and/or terminated in any service and/or equipment of any communications common carriers the customer shall comply with any applicable tariff regulations of those communications common carriers.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.6 Payment And Credit Regulations

2.6.1 Minimum Service Period

- A. The minimum service period for digital private line service is dependent upon the length of service commitment for which the customer agrees. In situations where a Special Service is requested, the minimum service period will be determined on a case-by-case basis.
- B. Termination is effective 30 days after receipt by the Company of a written notice of cancellation, subject to the satisfaction of the minimum service period. In instances where the Company obtains a local distribution channel from an underlying carrier which requires a cancellation period of 30 days or more, termination of the local distribution portion of the customer's service subject to that notice period will be effective 45 days after receipt by the Company of a written notice of cancellation.

2.6.2 Termination Liability

If the Customer cancels Service before the end of a fixed term specified in a Service Order exceeding one (1) year, the Customer will pay the Company the full amount due for any remainder of the first year and one-half the amount due for the term remaining under the Service order. In the event of termination of Service for Service Orders which are less than one (1) year, the Customer will pay the Company all remaining charges due. All termination liability payments are due in full within ten (10) business days from the date that the relevant Service is terminated.

2.6.3 Cancellation for Cause

The Company, by five (5) days written notice to the customer, may cancel or suspend service for non-payment of any sum due to the Company that is thirty (30) days past due, and/or actions of a government agency which force discontinuance of service and/or violation of any of the terms or conditions of this tariff and/or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors without incurring any liability.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.6 Payment And Credit Regulations (Cont'd.)

2.6.4 Payment Arrangements

- A. The customer is responsible for the payment of all charges for services to the customer and his authorized user.
- B. For the purpose of billing, the start of service date shall begin on the Requested Service Date contained in the Service Order or at the time the transmission capacity there under, first becomes available, whichever is later.
- C. All monthly recurring charges are due monthly in advance, commencing on the Service Date and on the first day of each month thereafter, provided, however, that the first such payment under each Service Order shall be for the period from Service Date through the end of the next full month and shall be due on the first of the full month billed. (Example: a Service Order with Service Date of February 12 would first be billed on the March invoice for the period February 12 though March 31 with payment due March 1.) Any installation and other non recurring charges are due with first such payment.
- D. All charges shall be deemed correct and binding unless the Company receives written notice of a dispute from the customer within 90 days of the date such charges were billed. Unless appealed to the Louisiana PSC for final resolution.
- E. The customer is liable for all reasonable expenses and fees, including attorney's fees, incurred by the Company in connection with the collection or attempted collection of any unpaid amount owed to the company.
- F. When payment in full is not made by the Customer on or before any due date, the Company shall have the right, on and after the tenth (10th) calendar day after the Company has given the Customer five (5) days written notice of thirty (30) days past due of nonpayment to temporarily suspend Service to the Customer until such time as the Customer has paid all arrearages, including any interest as specified herein, or to terminate Service at the Company's option.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

**2.7 Cancellation Payments**

- 2.7.1 The Customer may cancel the Service with respect to any Service Order without being subject to any termination charge or other payment by written notice of such cancellation given to the Company not less than thirty (30) days prior to the date of such cancellation, if (a) transmission capacity between the Company's POPs requested in such Service Order does not become first available on or before the ninetieth (90th) day following the Requested Service Date for such Service Order, or (b) the Service provided under this Lease with respect to such Service Order is the subject of Interruptions accumulating two hundred forty (240) hours or more over a period of one hundred eighty (180) consecutive days.
- 2.7.2 Either party shall have the right to cancel Service without liability if the Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the highest court of competent jurisdiction to which the matter is appealed, the Federal Communications Commission, or any other federal, state or local government authority.
- 2.7.3 Except as set out in 2.7.1 and 2.7.2 above, if the Customer cancels the Service Order during its Term, a termination liability calculated pursuant to the formula set out in Section 2.6.2 shall be immediately due, owing and payable without demand.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.8 Interruption of Service/Outage Credits

- 2.8.1 No credit will be allowed for relinquishing channels in order to perform routine maintenance.
- 2.8.2 Credit for service failure will be allowed only when such service failure is caused by or occurs in facilities provided by the Company. As used in this tariff, all facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the facilities and/or services are owned and operated by the Company.
- 2.8.3 No credit will be allowed for service failures due to:
  - A. Customer-provided facilities.
  - B. Negligence of the customer or authorized user.
- 2.8.4 Credit allowance time for service failure starts when the customer notifies the Company of the failure or when the Company becomes aware of the failure, and ceases when the facility has been restored to a working condition and an attempt has been made to notify the customer.
- 2.8.5 The customer shall notify the Company of service failures and make reasonable attempts to ascertain that the failure is not caused by the customer-provided facilities.
- 2.8.6 Only those portions of the service disabled due to service failure will be credited.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.8 Interruption of Service/Outage Credits (Cont'd.)

2.8.7 An "Interruption" means any two (2) second interval with a complete interruption of transmission or a bit error rate worse than  $1 \times 10^{-9}$  for a particular communications path within a route as shown on a Service Order. In the event of an Interruption in the Service provided under this tariff, allowance for the period of interruption with respect to each channel affected by such Interruption, if not due to the fault or negligence of the Customer, shall be as follows:

- A. No credit shall be allowed for an interruption of six (6) hours or less in the case of a Catastrophic Interruption, or two (2) hours or less in the case of a Non-Catastrophic Interruption. The Customer shall be credited for an Interruption in excess of six (6) hours or two (2) hours, as the case may be, at the rate of 1/1440 of the monthly rate of charge applicable to the Service which is subject to the Interruption of each half hour or major fraction thereof that an Interruption continues, such Interruption to be measured from (i) the time of notice by the Customer to the Company that an Interruption has occurred to (ii) the time of restoration. For purposes of the foregoing, "Catastrophic Interruption" includes a complete cable cut, an enclosure fire, an explosion, or any other circumstance of an extraordinary and catastrophic nature: and "Non Catastrophic Interruption" includes all interruptions other than Catastrophic Interruptions.
- B. When the Service provided includes more than one communications path, the Interruption allowance shall apply only to the path(s) interrupted.
- C. An Interruption allowance shall not be applicable for any period during which the Customer fails to afford access to any facilities for the purpose of investigating and clearing troubles.



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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.9 Additional Charges

Any applicable federal excise, state, sales, use, local, access or privilege taxes, duties or similar liabilities, chargeable to or against Lesser because of the Service provided Lessee, shall be charged to and payable by the Customer in addition to the regular charges under this tariff. The Customer is responsible for payment of these taxes and any other similar liabilities, which are billed as separate line items. It shall be the responsibility of the customer to pay any such taxes that subsequently become applicable retroactively. In addition, all services billed to a Customer location in any state that imposes a similar tax upon the Company with respect to such interstate and/or intrastate services will be subject to a surcharge in the amount of such tax. Any tax imposed by a local jurisdiction (e.g., gross receipts tax, county and municipal taxes, including but not limited to franchise fees and license fees) will only be recovered from those Customers located in the affected jurisdiction.

The Company may adjust its rates and charges or imposed additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

Examples of such programs include, but are not limited to, the Universal Service Fund, Lifeline Assistance, the Primary Interexchange Carrier Charge, Telecommunications Relay Service, E911, Subscriber line charges, Transport Interconnection Charges, Residual Interconnection charges, and compensation to payphone service providers for the use of their payphones to access the Company's service.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

2.10 Service Area

EarthLink Carrier, LLC requests statewide authority to offer service for the state of Louisiana. EarthLink has POPs in the following cities in Louisiana:

1. Shreveport
2. Monroe

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**SECTION 3 - DESCRIPTION OF SERVICE**

3.1. Determination of Mileage

3.1.1 For the purpose of determining airline mileage between Points of Presence, the Company will utilize the vertical ("V") and horizontal ("H") coordinates associated with its POPs. The formula for determining line haul mileage is as follows:

- A. Obtain the "V" and "H" coordinates for the originating and terminating POPs.
- B. Obtain the difference between the "V" coordinates of each of the points and the difference between the "H" coordinates.
- C. Square each difference obtained in step (b) above.
- D. Add the squares of the "V" difference and "H" difference obtained in step (c) above.
- E. Divide the sum of the squares obtained in step 4 above by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained in step (e) above. Round to the next higher if any fraction is obtained. This is the mileage.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

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**SECTION 4 - RATES**

4.1 Rates and Charges for Digital Private Line Service

4.1.1 Description

The charges for digital private line service fall into two categories. The interoffice channel (IOC) category encompasses that portion of the service provided between the Company POPs. Interoffice channels are comprised of two rate components, a fixed charge and charge per airline mile. Optional features and services encompass additional services or service options available to Customers for additional charges.

4.1.2 DS1 Rates and Charges

Interoffice Channels

Monthly Charges

Distance	Fixed Charges	LEC Only Cities Per Mile	IX Served Cities Per Mile
0 - 14 Miles	\$200.00	\$0.00	\$0.00
15 - 100 Miles	\$0.00	\$14.40	\$3.04
Over 100 Miles	\$0.00	\$14.40	\$3.04

A. Installation Charge

1st DS1 per service order	\$300.00
Each additional DS1 per service order	\$100.00

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**SECTION 4 - RATES (CONT'D.)**

4.1 Rates and Charges for Digital Private Line Service (Continued)

4.1.3 DS3 Rates and Charges

A. Interoffice Channels

Monthly Charges

Distance	Fixed Charges	LEC Only Cities Per Mile	IX Served Cities Per Mile
0 - 14 Miles	\$3,010.56	\$0.00	\$0.00
15 - 100 Miles	\$0.00	\$215.04	\$42.30
101 - 200 Miles	\$0.00	\$215.04	\$42.30
Over 200 Miles	\$0.00	\$215.04	\$42.30

B. Installation Charge

1st DS3 per service order	\$350.00
Each additional DS3 per service order	\$150.00

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**SECTION 4 - RATES (CONT'D.)**

4.1 Rates and Charges for Digital Private Line Service (Continued)

4.1.3 DS3 Rates and Charges (Continued)

A. Optional Features and Services

Local Distribution Channels obtained by the Company

The monthly recurring charges and installation charges will be calculated on an individual case basis in accordance with the charges set forth in the relevant Local Distribution Channel Provider's tariff or contract. An administration fee of 15-20% will be added to all monthly recurring and installation fees charged by the Local Distribution Channel Provider.

4.2 DS3 to DS1 Multiplexing

4.2.1 Monthly Charges

Per Multiplex Per Location \$400.00

4.2.2 Installation Charges

Per Multiplex Per Location \$200.00

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**SECTION 5 - SPECIAL SERVICES**

5.1 Special Services

From time to time the Company may offer special services to customers on an individual case basis ("ICB"). The following details the services which will be covered on an ICB.

5.1.1 Sonet Capabilities

VT1  
STS-N (N = 1 - 48)  
OC-N (N = 3, 12, 48, 192)

5.1.2 Protection Channel Access for Restoration

The Company intends to offer protection channel access for restoration to customers on an as needed basis to facilitate effective restoration ability to carriers seeking redundancy on a limited basis.

5.1.3 Volume and Term Discounts

The Company will offer volume and term discounts off the rates detailed in Section 4 of this Tariff on an ICB basis depending on specific customer commitment levels.