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DOCKETING DIVISION
Public Utilities Commission of Ohio

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100 Executive Dr. Marion, OH 43302

Ms. Daisy Crockron - Chief
Docketing Division - 10th Floor
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793

December 18, 2000

In the Matter of the Joint Application of Verizon North Inc., and Verizon Advanced Data Inc. to Transfer Certain Intrastate Advanced Data Services Assets to Verizon Advanced Data Inc.

Transmittal Letter
Revised Tariff Sheets Filed Pursuant to
Case No. 00-1612-TP-UNC
and
Case No. 90-5023-TP-TRF
And
Case NO. 90-5937-CT-TRF

Dear Ms. Crockron:

Attached are three (3) complete printed copies of separate revised tariff sheets for Verizon North Inc. and Verizon Advanced Data Inc. as authorized by the Commission in Case No. 00-1612-TP-UNC.

The tariff sheets attached are:

Tariff Section Shorth Inc.	eet
P.U.C.O. No. 2 1 4th 3 rd 3 ^r	Revised Sheet No. 13 Revised Sheet No. 14 Revised Sheet No. 15 Revised Sheet No. 16 Revised Sheet No. 17 Revised Sheet No. 18 Revised Sheet No. 19 Revised Sheet No. 20 Revised Sheet No. 21 Revised Sheet No. 22 Revised Sheet No. 23 Revised Sheet No. 23 Revised Sheet No. 24 Revised Sheet No. 25

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Ms. Daisy Crockron December 18, 2000 Page 2

Tariff

Verizon North Inc.

P.U.C.O. NO.7

Section

Sheet

3

5th Revised Sheet No. 30

Verizon Advanced Data Inc.

P.U.C.O. Tariff No. 1

Title Page

Original Title Page 1

through Original Title Page 49

Acknowledgement and date of receipt of this filing are requested.

Very truly yours,

JACK W. KENNEDY President-Regulatory

and Governmental Affairs

J.W. Kennedy

JWK:jc

Attachments

SECTION 1

Verizon North Inc.

4th Revised Sheet No. 13 Cancels 3rd Revised Sheet No. 13

Issued: December 18, 2000

SECTION 1 3rd Revised Sheet No. 14

Verizon North Inc.

Cancels 2nd Revised Sheet No. 14

Issued: December 18, 2000

SECTION 1 3rd Revised Sheet No. 15 Cancels 2nd Revised Sheet No. 15

Verizon North Inc.

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Issued: December 18, 2000

SECTION 1 3rd Revised Sheet No. 16

Verizon North Inc.

Cancels 2nd Revised Sheet No. 16

Issued: December 18, 2000

SECTION 1 3rd Revised Sheet No. 17 Cancels 2nd Revised Sheet No. 17

Verizon North Inc.

(D)

Issued: December 18, 2000 Effective: December 18, 2000

SECTION 1 3rd Revised Sheet No. 18 Cancels 2nd Revised Sheet No. 18

Verizon North Inc.

(D)

Issued: December 18, 2000

SECTION 1 3rd Revised Sheet No. 19 Cancels 2nd Revised Sheet No. 19

Verizon North Inc.



Issued: December 18, 2000

SECTION 1 3rd Revised Sheet No. 20 Cancels 2nd Revised Sheet No. 20

Verizon North Inc.

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Issued: December 18, 2000

SECTION 1 3rd Revised Sheet No. 21 Cancels 2nd Revised Sheet No. 21

Verizon North Inc.

Issued: December 18, 2000

SECTION 1 3rd Revised Sheet No. 22 Cancels 2nd Revised Sheet No. 22

Verizon North Inc.

Issued: December 18, 2000

SECTION 1 3rd Revised Sheet No. 23 Cancels 2nd Revised Sheet No. 23

Verizon North Inc.

Revised Sheet No. 23

Issued: December 18, 2000

SECTION 1 3rd Revised Sheet No. 24

Verizon North Inc.

3rd Revised Sheet No. 24 Cancels 2nd Revised Sheet No. 24

(D)

Issued: December 18, 2000

SECTION 1 1st Revised Sheet No. 25 Cancels Original Sheet No. 25

Verizon North Inc.

Issued: December 18, 2000

GENERAL EXCHANGE TARIFF

P.U.C.O. No. 7 SECTION 3 5th Revised Sheet No. 30

Verizon North Inc.

Cancels 4th Revised Sheet No. 30

SWITCHED TELEPHONE SERVICES

1. EXCHANGE TELEPHONE SERVICE - Continued



Issued: December 18, 2000

TELECOMMUNICATIONS SERVICES TARIFF

Specialized Common Carrier Service

Regulations and Rates

of

VERIZON ADVANCED DATA INC.

This Tariff includes the rates, charges, terms and conditions of service for the provision of intrastate data communications service VERIZON ADVANCED DATA INC. between locations in the State of Ohio.

Issued: December 18, 2000

Effective: December 18, 2000

by:

CHECK SHEET

Pages listed 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.

Page 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 31 32 33 34 34 35 36 36 37 37 38 38 38 38 38 38 38 38 38 38 38 38 38	Revision Original*	Page 36 37 38 40 41 42 43 44 45 46 47 48 49	Revision Original*	Page	Revision	Page	Revision
33 34 35	Original* Original* Original*						

Issued: December 18, 2000 Effective: December 18, 2000

by:

^{*} New or Revised Page

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TABLE OF CONTENTS

Title Page)	1
Check Sh	eet	2
Table of C	Contents	4
Tariff For	mat	6
Explanation	on of Symbols	8
Application	on of Tariff	10
Section 1	- Definition of Terms and Abbreviations	11
Section 2	- Regulations	14
2.1	Undertaking of Company	14
2.2	Limitations on Service	
2.3	Limitations on Liabilities	16
2.4	Discontinuance or Interruption of Service by Company	17
2.5	Cancellation or Termination of Service by Customer	18
2.6	Contracts or Agreements	19
2.7	Restoration of Service	19
2.8	Payment and Billing	20
2.9	Deposits and Advanced Payments	22
2.10	Taxes and Fees	
2.11	Terminal Equipment	24
2.12	Interconnection	
2.13	Inspection, Testing and Adjustments	24
2.14	Interruption of Service	
2.15	Escalation and Problem Resolution	
2.16	Provision of Service	
2.17	Special Construction	
2 18	Other Rules	27

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by:

VERIZON ADVANCED DATA INC.

TABLE OF CONTENTS (Continued)

Section 3	3 - Application of Rates	28
3.1	Availability of Service	28
	Mileage Measurement	
3.3	Facilities Hubs	30
Section 4	4 - Description of Data Services and Rates	31
4.1	Frame Relay	31
Section 5	5 - Promotions	49
	Dramationa	40

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Effective: December 18, 2000

by:

TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right corner of each page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its Tariffs approval process, the most current page number on file with the Commission is not always the Tariff page in effect. Consult the check page for the page currently in effect.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2 2.1 2.1.1 2.1.1.A 2.1.1.A.1 2.1.1.A.1.(a) 2.1.1.A.1.(a).1 2.1.1.A.1.(a).1.(i) 2.1.1.A.1.(a).1.(j)(1)

Check Page - When a filing is made with the Commission an updated check page accompanies the filing. The check page lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check page to find out if a particular page is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS

Changes to this Tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a changed regulation
- (D) To signify a discontinued rate or regulation
- (I) To signify an increase in rate or charge
- (M) To signify material relocated from one page to another without change
- (N) To signify a new rate or regulation
- (R) To signify a reduced rate or charge
- (S) To signify a reissued matter
- (T) To signify a change in text but no change in rate or regulation

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APPLICATION OF TARIFF

This Tariff contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by Verizon Advanced Data Inc. within the State of Ohio.

This Tariff is on file with the Public Utilities Commission of Ohio. In addition, this Tariff is available for public inspection during normal business hours at 1095 Avenue of the Americas, 34th Floor, New York, New York 10036.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Acceptance and Confirmation - written acknowledgment to Customer that an Application for Service has been accepted by Company.

Additional Period - unit of time used for measuring and charging for a connection in excess of the Initial Period.

Application for Service - Customer request in the form of standard Company order that provides applicable service description, technical data and pertinent information that allows Company to design the network facilities for a Customer and its Authorized Users.

Authorized User - person, firm or corporation authorized by Customer to be connected to Customer through private line facilities.

Bit - smallest unit of information in a binary system of notation.

Bits per second (Bps) - number of bits transmitted in a one-second interval.

Company - Verizon Advanced Data Inc.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)

Channel - electrical transmission path for two-way communications.

Commission - Public Utilities Commission of Ohio.

Contract Service Arrangement - agreement in which Company provides service under specific terms and conditions of this Tariff.

Customer - company, individual, or other entity which purchases a service from Company and uses service, and is therefore responsible for payment of all charges due and for compliance with Company's Tariff regulations.

Customer Designated Location (CDL) - the geographic location designated by Customer at which an access component of Customer's service is first considered to enter Company's network.

Customer Premise - Customer or user's premises, including Customer designated non-Company premises.

- Data information represented as characters in digital or analog form to which meaning can be assigned.
- **DS-0** facilities that provide for the two-way transmission of isochronous bipolar serial data at a rate of 56/64 Kbps. The particular speed available is dependent on availability of facilities.
- **DS-1** facilities that provide for the two-way transmission of isochronous bipolar serial data at a rate of 1.544 Mbps.
- **DS-3** facilities that provide two-way transmission of isochronous bipolar serial data signals at 44.736 Mbps. The service can be provided with either an optical or electrical interface as specified by Customer.

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SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)

Facility (or Facilities) - any item or items of communications plant or equipment used to provide or connect to specialized services.

Initial Period - minimum unit of time for which a rate is charged for a connection between given points.

Local Access and Transport Area (LATA) - defined geographic area within which the local telephone company may provide telephone services and/or facilities.

Main Billed Account - Customer's name, address and account number to which charges are billed.

MRC - Monthly Recurring Charge.

Network Interface - demarcation point on Customer's premise that defines the end of Company's responsibility.

NRC - Non-Recurring Charge.

Service - any or all service(s) provided by Company pursuant to this Tariff.

Service Period - period from service date to Customer requested end date.

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SECTION 2 - REGULATIONS

2.1 Undertaking of Company

- **2.1.1** Service is furnished for intrastate communications services originating or terminating at specified points within the State of Ohio.
- 2.1.2 Company shall operate and maintain service provided hereunder in accordance with the terms and conditions set forth in this Tariff.
- 2.1.3 Company may, when authorized by Customer, act as Customer's agent for ordering dedicated access lines or facilities provided by other carriers to allow connection of Customer's locations to Company's network or to the network of an underlying carrier or service.
- 2.1.4 Company will pass on and bill to Customer any charges it incurs (including applicable recurring and nonrecurring charges and time and material charges) from other service providers, such as ILECs and CLECs, necessary to complete provision of a service offered in this Tariff to Customer's designated premises.
- **2.1.5** Service is provided on a monthly basis unless ordered on a longer-term basis, and is available 24 hours per day, seven days per week.

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2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Tariff.
- 2.2.2 Company reserves the right to discontinue furnishing service, or to limit the use of service, when necessitated by conditions beyond its control, when Customer is using service in violation of the law or in violation of the provisions of this Tariff, or for nonpayment by Customer.
- 2.2.3 Customer may not transfer or assign the use of service, except with the prior written consent of Company. All regulations and conditions contained in this Tariff, as well as all conditions for service, shall apply to all such permitted assignees or transferees. Except and to the extent that applicable laws or regulation require such notice, Company may assign its rights and obligations hereunder in whole or in part without notice to Customer.
- 2.2.4 Service may not be used for any unlawful purpose.
- 2.2.5 Company may require Customer to sign an application form furnished by Company and to establish credit as provided in this Tariff, as a condition precedent to the initial establishment of service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions described in Section 2.9 of this Tariff. Company may also require a signed authorization from Customer for additions to or changes in existing service for such Customer.

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2.3 Limitations on Liabilities

- 2.3.1 The liability of Company for damages is limited to liability arising solely and directly from mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service that are not caused in whole or in part by acts or omissions of any other person and shall in no event exceed an amount equivalent to the charges Company would make to Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur.
- 2.3.2 Company shall not be liable for unlawful use, or use by any unauthorized person, of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by Company.
- 2.3.3 Company shall not be liable for any failure of performance due to causes beyond its reasonable control, including but not limited to acts of God, fires, meteorological phenomena, floods, or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation, or other action of any governing authority or agency thereof. With respect to the services, Company hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.3.4 Company shall not be liable for any act or omission of other carriers whose facilities may be utilized in establishing connections to points not reached by Company's facilities. Customer shall indemnify and save harmless Company from any third party claims asserting such liability.
- 2.3.5 Company is not liable for any damages Customer may incur as a result of the unauthorized use of the services provided under this Tariff. Customer is responsible for controlling access to, and the use of, the services provided by Company.

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2.4 Discontinuance or Interruption of Service by Company

Without incurring any liability, Company may under the following conditions cancel service prior to commencement. Company may also discontinue service that is being furnished, provided that, unless otherwise stated, Customer shall be given 15 days written notice of such cancellation or discontinuance of service.

- 2.4.1 For noncompliance with or violation of any applicable municipal, state, or federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that lesser notice may be required by order of such regulatory authorities.
- 2.4.2 For Customer's refusal to provide reasonable access to Company or its agents for the purpose of inspection and maintenance of equipment owned by Company.
- 2.4.3 For noncompliance with any of the provisions of this Tariff governing service.
- 2.4.4 For nonpayment of any sum due Company for more than 30 days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 2.4.5 Without notice, in the event of Customer's use of equipment in such a manner as to adversely affect Company's equipment or service to others.
- 2.4.6 Without notice, in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for unauthorized use of service, Company may, before restoring service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to Company an amount reasonably estimated by Company as the loss in revenues to Company resulting from such unauthorized use plus claims lodged against Company by third parties.
- 2.4.7 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Company from furnishing service to Customer.

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2.5 Cancellation or Termination of Service by Customer

- 2.5.1 Customer may cancel service by giving notice to Company up to the day service is scheduled to commence.
- 2.5.2 If Customer orders service that requires special construction or facilities for Customer's use, and then cancels its order before service begins, a charge shall be made to Customer for the nonrecoverable portions of the expenditures or liabilities incurred on behalf of Customer by Company.
- 2.5.3 Company shall have up to 30 days to complete a disconnect. Customer shall be responsible for all charges for 30 days, or until the disconnect is effective, whichever is sooner. This 30-day period shall begin on the day of receipt of notice from Customer.

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2.6 Contracts or Agreements

Company will offer Contract Service Arrangements to meet the diverse communications needs of Company's Customers. All terms and conditions as specified in this Tariff will apply unless otherwise specified in the contract between Company and Customer.

2.7 Restoration of Service

The use and restoration of service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

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2.8 Payment and Billing

- 2.8.1 Service is provided and billed on a monthly basis unless otherwise stated in the service description in this Tariff. Bills are due and payable upon receipt. A late fee of 1.5% per month (or the maximum amount allowed by law, whichever is lower) may apply to any unpaid and past due balance. The late fee begins to accrue no sooner than the 25th day after the billing date. In the event that Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to Company, Company may charge Customer, and Customer will pay, all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency.
- 2.8.2 Customer is responsible for payment of all charges for service furnished to or used by Customer, or Customer's agents, servants, employees or Customers. Customer is also responsible for payment of charges for all other third persons' use of service to which Customer subscribes. All charges due from Customer are payable to Company or to Company's authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to Company or its billing agent within six months after receipt of bill. Adjustments to Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.8.3 The security of Customer's Authorization or access Codes is the responsibility of Customer. Customer shall be responsible for payments of all charges applicable to the service, including in cases where the service was accessed in a manner not authorized by Customer.

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2.8 Payment and Billing (Continued)

- 2.8.4 Company shall assess a charge of \$20.00 for business Customers whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.
- 2.8.5 Company reserves the right to examine the credit record or other available external sources of credit of an applicant or Customer. Customer whose service has been disconnected for nonpayment of bills shall be required to pay any unpaid balance due to Company before service is restored, and a deposit may be required.
- 2.8.6 Company shall make no refund of overpayment by Customer unless the claim for such overpayment, together with proper evidence, is submitted within two years of the date of alleged overpayment. In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits and adjustments have been applied.

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2.9 Deposits and Advance Payments

- 2.9.1 Each applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit at the time of application to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit currently held. All deposits for service shall be collected, held and disbursed in accordance with Commission regulations, including the payment of interests on such deposits.
- 2.9.2 A deposit shall not exceed the estimated charges for two months service, plus installation, and shall be returned: 1) when an application for service has been canceled prior to the establishment of service; or 2) at the end of 12 consecutive months of a satisfactory credit history; or 3) upon discontinuation of service. Company may first apply the deposit against any outstanding balances due. If a credit balance exists after such application, Company shall refund the balance to Customer.
- **2.9.3** The fact that a security deposit has been made in no way relieves Customer from the prompt payment of bills upon presentation.
- 2.9.4 Company reserves the right to require an advance payment from Customer instead of, or in addition to, a security deposit. The advance payment shall be in an amount equal to, or less than, estimated installation charges plus two months' estimated billing.

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2.10 Taxes and Fees

- 2.10.1 Service may be subject to federal, state and/or local taxes at the prevailing rates. Such taxes are listed as separate line items on Customer's invoice, are not included in the rates and charges listed herein, and shall be paid by Customer in addition to the rates and charges stated in this Tariff.
- 2.10.2 To the extent that a municipality, other political subdivision or agency of government, or the Commission imposes upon and collects from Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from Company within the territorial limits of such municipality, other political subdivision or agency of government.

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2.11 Terminal Equipment

Service may be used with or terminated in Customer-provided terminal equipment. Such terminal equipment shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs it incurs in the use of service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment is used, it shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.12 Interconnection

Service furnished by Company may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

2.13 Inspection, Testing and Adjustments

- 2.13.1 Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether Tariff requirements are being complied with in the installation, operation, and maintenance of Customer's or Company's equipment. Company may, without notice, interrupt service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- 2.13.2 Upon reasonable notice, the facilities provided by Company shall be made available to Company by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Company.
- 2.13.3 Company shall not be liable to Customer for any damages for service interruption pursuant to this Section.

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2.14 Interruption of Service

- 2.14.1 It shall be the obligation of Customer to notify Company of any interruption of service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer or is not in wiring or equipment connected to the terminal of Company. Company's liability for service interruption is limited according to the provisions of Section 2.3 hereof.
- 2.14.2 When service is interrupted for two hours or more, Company will, upon request by Customer, issue a credit computed as set forth below, provided such interruption is not determined by Company to have been caused by the negligence or willful action of Customer, or any other person at Customer's terminal location, or by the failure of Customer's equipment or power supply.
- 2.14.3 Credit is computed by multiplying the monthly rate for service by the ratio that the number of hours in the period of interruption bears to 720 hours. For the purpose of this computation, each month shall be considered to have 720 hours. The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges.
- 2.14.4 An interruption is measured from the time Company detects trouble or Customer notifies Company of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. No credit shall be given for an interruption of service of less than two hours. The credit for a billing period shall not exceed the monthly rate.

Issued: December 18, 2000

John Cullina, Secretary and General Counsel Verizon Advanced Data Inc. 1320 N. Courthouse Road, 8th Floor Arlington, Virginia 22201

2.15 Escalation and Problem Resolution

Customers who are not satisfied with Company's response to their inquiries or who have unresolved billing or collection problems may escalate those unresolved matters to the Verizon Advanced Data Inc. Escalation Office, at the following address:

Verizon Advanced Data Inc. 1095 Avenue of the Americas, 34th Floor New York, New York 10036

2.16 Provision of Service

Services are provided only in those geographic areas where facilities exist, where Company has in its discretion determined (subject to applicable law) to provide services, and where Company is authorized to provide services. Provision of services offered under this Tariff is subject to availability.

2.17 Special Construction

The regulations, rates and charges for special construction are set forth in contracts between Company and Customer and apply in instances where substantial construction costs with no foreseeable reuse of facilities is forecast. The Special Construction rates and charges are in addition to the regulations, rates and charges specified in this Tariff.

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2.18 Other Rules

Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

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SECTION 3 - APPLICATION OF RATES

3.1 Availability of Service

Company's service is furnished to Customers for data communications originating and terminating within the State of Ohio under the terms and conditions of this Tariff. Company's service is available 24 hours per day, seven days per week unless otherwise specified herein.

Company arranges for installation, operation, and maintenance of the service provided in this Tariff for Customer in accordance with the terms and conditions set forth in this Tariff. Company may, when authorized by Customer, act as Customer's agent for ordering access connection facilities provided by other carriers or entities (such as the LEC), to allow connection of a Customer's location to Company's service. Customer shall be responsible for all charges due for such service arrangements.

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by:

SECTION 3 - APPLICATION OF RATES (Continued)

3.2 Mileage Measurement

The mileage to be used to determine the monthly rate for the Channel Mileage is calculated on the airline distance between the locations involved, i.e., the serving wire centers associated with two Customer-designated premises; a serving wire center associated with Customer-designated premises and a Network Controller location or Company Hub; a serving wire center associated with Customer-designated premises and an expanded Interconnection multiplexing location; an expanded Interconnection multiplexing location and Company Hub where multiplexing functions are performed; or two Company Hubs. The serving wire center associated with Customer-designated premises is the serving wire center from which Customer-designated premises would normally obtain a dial tone.

The mileage to be used to determine the monthly rate for the Channel Mileage is calculated on the airline distance between the locations involved, i.e., the serving wire centers associated with two Customer-designated premises, a serving wire center associated with Customer-designated premises and a Network Controller location or Company Hub; a serving wire center associated with Customer-designated premises and expanded interconnection multiplexing location and Company Hub where multiplexing functions are performed; or two Company Hubs. The serving wire center associated with Customer-designated premise is the serving wire center from which Customer-designated premises would normally obtain dial tone.

When Hubs are involved, mileage is computed and rates applied separately for each section of the Channel Mileage, i.e., Customer-designated premises serving wire center, expanded interconnection multiplexing node or virtual collocation arrangement. However, when any service is routed through a Hub for purposes other than Customer specified bridging, multiplexing, grooming, vertical service, rates will be applied only to the distance calculated between the serving wire centers associated with Customer-designated premises.

Formula:

$$\sqrt{\frac{(V_1 V_2)^2 + (H_1 H_2)^2}{10}}$$

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SECTION 3 - APPLICATION OF RATES (Continued)

3.3 Facilities Hubs

Customer has the option of ordering analog facilities or digital high capacity facilities (i.e., DS1, DS1C or DS3) to a facility Hub for channelizing to individual services requiring lower capacity facilities.

Different locations may be designated as Hubs for different facility capacities, e.g., multiplexing from digital to analog may occur at one location while multiplexing from digital to digital may occur at one location while multiplexing from digital to analog may occur at a different location. Locations (wire centers) that provide multiplexing of High Capacity Services have been designated as Intermediate Hubs, Super-Intermediate Hubs or Terminus hubs. When ordering, Customer will specify the desired multiplexing Hub(s) or grooming Hubs, as applicable.

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SECTION 4 - DESCRIPTION OF DATA SERVICES AND RATES

4.1 Frame Relay

For Frame Relay Service provided entirely within the State of Ohio, the following exceptions to Company's Tariff FCC No. 1, Part II, Section 5.2 apply:

 Except for 1 below, the Term Payment Plan (TPP) is applicable to Intrastate Frame Relay Service.

For the services noted below, the one, three and five-year Optional Payment Plan (OPP) as set forth following is applicable in lieu of the TPP:

NNI Port Only - 56/64 Kbps, 128 Kbps and 256 Kbps

- Intrastate Frame Relay orders which involve another Local Exchange Carrier (LEC) will require USOC coding. Requests for intrastate service not involving another LEC or those involving Public NNI Service will not require a Service Request (SR) and will be ordered using GSEC/IOSC coding.
- Clear Channel Capability will be provided upon request and where deemed applicable by Company. Special construction charges may apply.
- Section 5.2.5 B., Rate Elements, is not applicable to Intrastate Frame Relay Service.
 The following revisions apply:

A. Rate Elements

1. Frame Relay UNI Port and Access Line

A nonrecurring charge and a monthly rate, based on the speed of the port connection (i.e., 56/64 Kbps, 128 Kbps, 256 Kbps or DS1) apply per port for each physical connection to the network supporting Frame Relay Service. Each port can accommodate multiple Permanent Virtual Circuits (PVCs).

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4.1 Frame Relay (Continued)

A. Rate Elements (Continued)

2. Frame Relay UNI or NNI Port Only

A nonrecurring charge and a monthly rate, based on the speed of the port connection (i.e., 56 Kbps through DS3) apply per port for each Frame Relay Access Line or digital private line connection to the network supporting Frame Relay Service. Each port can accommodate multiple PVCs.

Company may setup access arrangements on behalf of Customer. Access facilities arranged by Company will be billed at the rates provided by the underlying carrier. Any special construction or non-standard charges assessed by carrier supplying the local access will also be the responsibility of Customer.

(a) Private Network-to-Network Interface (NNI) Port Only

The NNI port configuration is used for connecting two networks together for bidirectional messaging.

(b) User-to-Network Interface (UNI) Port Only

The UNI port provides for a user to carrier connection (i.e., Company to Local Exchange Carrier Extended UNI).

3. Frame Relay Committed Information Rate (CIR)-PVC

A monthly rate applies for each PVC based on the CIR requested by Customer. If no CIR is indicated, the CIR will be set and charged at the default of 50% of the smallest Frame Relay Port. 100% CIR will be allowed when conditions and infrastructure permit.

Customers may purchase Express PVC-1 or Express PVC-2, to prioritize PVCs, at a higher rate and in lieu of CIR-PVCs. Express PVC will help to ensure maximum performance and satisfaction for applications such as voice over Frame Relay. The above CIR conditions apply to Express PVC.

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4.1 Frame Relay (Continued)

- A. Rate Elements (Continued)
 - 4. Frame Relay Public NNI Access

The public Network-to-Network (NNI) access connections are shared among several Customers whose data traffic traverses the link. The monthly rate is applied based on the CIR requested by Customer. Public NNI access will be provisioned where pre-established.

5. CIR-PVC Subsequent Order Charge

When Customer orders additional PVCs or changes PVC assignments on a Frame Relay port after the initial port installation, the CIR-PVC Subsequent Order Charge will apply per order.

6. Excess Burst Size [B(e)]

For port size of 256 Kbps or higher, a burst size monthly recurring charge may be applicable. B(e) is uncommitted data.

- Section 5.2.5 D., Term Payment Plan (TPP), is not applicable to Intrastate Frame Relay Service. The following revisions apply:
 - A. Optional Payment Plan (OPP)
 - 1. General

The terms and conditions specified herein are applicable to Intrastate Frame Relay Service and are in addition to other regulations as specified in this Tariff.

The Frame Relay UNI Port with Access Line, Frame Relay UNI Port Only and the Frame Relay Private NNI Port Only rate elements are available under an OPP.

Intrastate Frame Relay OPP rates will not be greater than standard month-to-month Frame Relay rates for the same elements.

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4.1 Frame Relay (Continued)

A. Optional Payment Plan (OPP) (Continued)

1. General (Continued)

Three-year and five-year OPP rates will be equal to or less than the one-year OPP rates. Decreases to the one-year OPP rates will flow through to the three-year and five-year OPP rates.

Payment periods of one, three and five years are available to all Customers regardless of when they subscribe to an OPP arrangement.

Customer must designate on the order the payment period for the OPP.

Inside moves, provided in accordance with Section 4 of Company's Tariff FCC No. 1, will not incur termination liability charges.

Outside moves, provided in accordance with Section 4 of Company's Tariff FCC No. 1, will allow Customer to retain the same OPP payment period. Any other move will be treated as a disconnect of the service and termination liability charges will apply.

2. Changes in Length of OPP Period

Prior to the completion of the selected OPP period, Customer may elect to convert to a new OPP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original OPP arrangements.
- Nonrecurring charges will not be reapplied for existing service(s).
- If the new OPP period is shorter in length than the time remaining under the existing OPP, the change to the new OPP period constitutes a discontinuance of the existing OPP service and termination liability charges will apply.

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4.1 Frame Relay (Continued)

A. Optional Payment Plan (OPP) (Continued)

3. Renewal Options

At the expiration of an OPP period, the service will revert to month-tomonth rates unless/until Customer chooses to convert to a new OPP period or discontinue service.

Conversion to a different OPP period at the time of renewal will require the customer to submit a change order. Conversion to a different OPP period will be allowed without the application of nonrecurring or ordering charges.

Conversion to month-to-month rates at the time of renewal will be treated as a disconnect of service and establishment of new service. However, if no other changes are ordered, no charges will apply.

4. Notification of Discontinuance

An order for discontinuance of an OPP arrangement must be received by Company at least 30 days prior to actual disconnection of service. Monthly charges will apply for a period of 30 days from the date Company receives the disconnect notification or until the request disconnect date, whichever period is longer.

5. Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during an OPP period, subject to the following conditions:

- Termination Liability charges will not apply as long as the upgraded service remains connected at the same point of termination(s) and is provided by the Company.
- Nonrecurring Charges will not apply to the upgraded Port or Port and Access Line.

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4.1 Frame Relay (Continued)

A. Optional Payment Plan (OPP) (Continued)

6. Termination Liability

When an OPP arrangement is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply, based on the remainder of the OPP period in effect at the time of disconnect.

Charges will also be applicable if the number of services falls below the minimal amount of Frame Relay services (port only or port and access), defined at the start of the contract. Charges are set forth below with the penalty assessed for each service that falls below the minimum number multiplied by the number to attain the minimum contract commitment.

One-year OPP - 50% of any remaining portion of the first year's recurring charges for the in service quantity.

Three-year OPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, Customer will be liable for 10% of the total monthly recurring charges in that time period for the in service quantity.

Five-year OPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, Customer will be liable for 20% of the total monthly recurring charges in that time period for the in service quantity.

Commission approval of the above termination liability language is not intended to indicate that the Commission has sanctioned any particular legal result should a dispute arise between the parties. In the event of dispute signators to such contracts may pursue whatever legal remedies they deem appropriate to resolve the dispute.

7. Termination Without Liability

During an OPP period, should the currently effective rate for Customer's service increase, Customer may, at his option, terminate the OPP arrangement without penalty or liability. Request of termination must be received in writing.

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4.1 Frame Relay (Continued)

- A. Optional Payment Plan (OPP) (Continued)
 - 8. Credit of Termination Liability

Credit of termination liability charges for Frame Relay services only, may be applicable in the case of re-establishment of similar Frame Relay service of equal to or higher speeds within 6 months of termination for the same length of OPP. Amount of credit will be 1/6th of the penalty times the difference of six months and the month service is re-established.

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Frame Relay (Continued) 4.1

Section 5.2.7, Rates, is not applicable to intrastate. The following rates for Frame Relay Service apply:

A. Frame Relay UNI Port and Access Line, each

	Nonrecurring <u>Charge</u>	Monthly Rate
56/64 Kbps		
Month-to-Month	*	*
One Year OPP	**	**
Three Year OPP	**	**
Five Year OPP	#*	**
128 Kbps		
Month-to-Month	*	*
One Year OPP	ww	**
Three Year OPP	with	**
Five Year OPP	**	**
256 Kbps	-	
Month-to-Month	*	*
One Year OPP	衛安	**
Three Year OPP	**	**
Five Year OPP	**	**
384 Kbps		
Month-to-Month	*	*
One Year OPP	wirsk	**
Three Year OPP	tink	**
Five Year OPP	**	**
1.544 Mbps		
Month-to-Month	*	*
One Year OPP	**	**
Three Year OPP	**	**
Five Year OPP	***	**

Refer to monthly rates in Company's Tariff FCC No. 1. Refer to TPP rates in Company's Tariff FCC No. 1.

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4.1 Frame Relay (Continued)

Frame Relay UNI Port Only, each

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
56/64 Kbps Month-to-Month One Year OPP Three Year OPP Five Year OPP	* ** **	* ** ** **
128 Kbps Month-to-Month One Year OPP Three Year OPP Five Year OPP	* ** **	** *** ***
256 Kbps Month-to-Month One Year OPP Three Year OPP Five Year OPP	# ## ## ##	* ** **
384 Kbps Month-to-Month One Year OPP Three Year OPP Five Year OPP	th strick strick	* ** **
1.544 Mbps (DS1) Month-to-Month One Year OPP Three Year OPP Five Year OPP	sk Sirk Sirk	* ** **
45 Mbps (DS3) Month-to-Month One Year OPP Three Year OPP Five Year OPP	* ** **	* ** **

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Refer to monthly rates in Company's Tariff FCC No. 1. Refer to TPP rates in Company's Tariff FCC No. 1.

4.1 Frame Relay (Continued)

Frame Relay NNI Port Only, each

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
56/64 Kbps		
Month-to-Month	\$ 90.00	\$ 30.00
One Year OPP	90.00	27.00
Three Year OPP	90.00	23.00
Five Year OPP	90.00	20.00
128 Kbps		
Month-to-Month	95.00	45.00
One Year OPP	95.00	40.00
Three Year OPP	95.00	35.00
Five Year OPP	95.00	30.00
256 Kbps		
Month-to-Month	95.00	65.00
One Year OPP	95.00	60.00
Three Year OPP	95.00	55.00
Five Year OPP	95.00	50.00
384 Kbps		
Month-to-Month	*	*
One Year OPP	*	**
Three Year OPP	**	**
Five Year OPP	**	**
1.544 Mbps (DS1)		
Month-to-Month	*	*
One Year OPP	**	**
Three Year OPP	**	**
Five Year OPP	***	##
45 Mbps (DS3)		
Month-to-Month	*	*
One Year OPP	sinder	**
Three Year OPP	**	**
Five Year OPP	**	**

Refer to monthly rates in Company's Tariff FCC No. 1. Refer to TPP rates in Company's Tariff FCC No. 1

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4.1 Frame Relay (Continued)

		Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
D.	250 Kbps - Burst [B(e)]	\$ 0.00	\$ 2.00
E.	1 Mbps - Burst [B(e)]	\$ 0.00	\$ 5.00
F.	Additional Ordering Charge, [CIR, B(e)]	\$ 20.00	\$ 0.00
G.	CIR		
	1 - 32 Kbps CIR	\$ 0.00	\$ 8.00
	Priority 1	0.00	10.00
	Priority 2	0.00	8.80
	33 - 64 Kbps CIR	0.00	15.00
	Priority 1	0.00	18.75
	Priority 2	0.00	16.50
	65 - 96 Kbps CIR	0.00	22.00
	Priority 1	0.00	27.50
	Priority 2	0.00	24.20
	97 - 128 Kbps CIR	0.00	27.00
	Priority 1	0.00	33.75
	Priority 2	0.00	29.70
	129 - 192 Kbps CIR	0.00	36.00
	Priority 1	0.00	45.00
	Priority 2	0.00	39.60
	193 - 256 Kbps CIR	0.00	42.00
	Priority 1	0.00	52.50
	Priority 2	0.00	46.20
	257 - 320 Kbps CIR	0.00	48.00
	Priority 1	0.00	60.00
	Priority 2	0.00	52.80

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4.1 Frame Relay (Continued)

		Nonrecurring <u>Charge</u>	Monthly Rate
G.	CIR (Continued)		
	321 - 384 Kbps CIR	\$ 0.00	\$ 54.00
	Priority 1	0.00	67.50
	Priority 2	0.00	59.40
	385 - 512 Kbps CIR	0.00	60.00
	Priority 1	0.00	75.00
	Priority 2	0.00	66.00
	513 - 768 Kbps CIR	0.00	70.00
	Priority 1	0.00	87.50
	Priority 2	0.00	77.00
	769 - 1152 Kbps CIR	0.00	80.00
	Priority 1	0.00	100.00
	Priority 2	0.00	88.00
	1153 - 1536 Kbps CIR	0.00	90.00
	Priority 1	0.00	112.00
	Priority 2	0.00	99.00
	1537 - 4000 Kbps CIR	0.00	120.00
	Priority 1	0.00	150.00
	Priority 2	0.00	132.00
	4001 - 10000 Kbps CIR	0.00	250.00
	Priority 1	0.00	312.50
	Priority 2	0.00	275.00
	10001 - 15000 Kbps CIR	0.00	330.00
	Priority 1	0.00	412.00
	Priority 2	0.00	363.00
	15001 - 20000 Kbps CIR	0.00	410.00
	Priority 1	0.00	512.00
	Priority 2	0.00	451.00

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4.1 Frame Relay (Continued)

		Nonrecurring Charge	Monthly <u>Rate</u>
G.	CIR (Continued)		
	20001 - 25000 Kbps CIR	\$ 0.00	\$ 490.00
	Priority 1	0.00	612.00
	Priority 2	0.00	539.00
	25001 - 30000 Kbps CIR	0.00	570.00
	Priority 1	0.00	712.50
	Priority 2	0.00	627.00
	30001 - 35000 Kbps CIR	0.00	650.00
	Priority 1	0.00	812.50
	Priority 2	0.00	715.00
	35001 - 40000 Kbps CIR	0.00	730.00
	Priority 1	0.00	912.50
	Priority 2	0.00	803.00
	40001 - 45000 Kbps CIR	0.00	800.00
	Priority 1	0.00	1,000.00
	Priority 2	0.00	880.00

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4.1 Frame Relay (Continued)

		Nonrecurring Charge	Monthly <u>Rate</u>
H.	Public NNI		
	1 - 32 Kbps	\$ 20.00	\$ 20.00
	33 - 64 Kbps	20.00	25.00
	65 - 96 Kbps	20.00	30.00
	97 - 128 Kbps	20.00	35.00
	129 - 192 Kbps	20.00	40.00
	193 - 256 Kbps	20.00	45.00
	257 - 320 Kbps	20.00	50.00
	321 - 384 Kbps	20.00	55.00
	385 - 512 Kbps	20.00	60.00
	513 - 768 Kbps	20.00	70.00
	769 - 1152 Kbps	20.00	80.00
	1153 - 1536 Kbps	20.00	90.00
	1537 - 4000 Kbps	20.00	120.00
	4001 - 10,000 Kbps	20.00	250.00
	10,001 - 15,000 Kbps	20.00	330.00
	15,001 - 20,000 Kbps	20.00	410.00
	20,001 - 25,000 Kbps	20.00	490.00
	25,001 - 30,000 Kbps	20.00	570.00
	30,001 - 35,000 Kbps	20.00	650.00
	35,001 - 40,000 Kbps	20.00	730.00
	40,001 - 45,000 Kbps	20.00	800.00

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VERIZON ADVANCED DATA INC.

P.U.C.O. Tariff No. 1 Original Page 46

SECTION 4 - DESCRIPTION OF DATA SERVICES AND RATES (Continued)

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SECTION 5 - PROMOTIONS

Company may provide special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations. The following specific rates, terms and conditions are applicable to each promotional offering.

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