

ACCESS SERVICES (Cont.)

SECTION 7 – ETHERNET VIRTUAL LINK SERVICE

7.1 General

7.1.1 Ethernet Virtual Link Service (EVLS) is a high-speed data service, which uses a shared fiber network to allow for the interconnection of Local Area Networks (LANs). EVLS delivers an interface of 10 Mbps, 25 Mbps, 50 Mbps, 75 Mbps, 100 Mbps, 250 Mbps, 500Mbps, 1 Gbps and 10 Gbps from the Customer (LANs) to a shared network.

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7.1.2 EVLS creates a network with the ability to function as a shared public network. EVLS protects data privacy by using specialized screening software that permits subscribers secure access to their data only.

7.2 Definitions

7.2.1 The following definitions are applicable only to EVLS :

- (A) Ethernet Virtual Link Service (EVLS) – Service where LANs send bi-directional Ethernet traffic to other LANs on an Ethernet Wide Area Network (WAN) across serving wire centers equipped with EVLS equipment. EVLS supports IEEE Standard 802.3, 802.3u and 802.3z transmission standards.
- (B) Gigabit Per Second (Gbps) - The speed with which the data is being transferred in the network, where one Gbps equals to the transfer rate of 1,000 million bits of data in 1 second.
- (C) Local Area Network (LAN) – Is a communication network spanning a limited geographical area. A LAN connects computers and other peripheral equipment for data communications purposes.
- (D) Megabit Per Second (Mbps) – The speed with which the data is being transferred in the network, where one Mbps equals to the transfer rate of 1 million bits of data in 1 second.
- (E) Nanometer (nm) – Wavelength frequency equivalent to 1 billionth of a meter.
- (F) Network Access Links – Physical connections between the Customer’s premises to the nearest EVLS switch.
- (G) Transparent LAN – Denotes a group of Company’s central offices connected by fiber optic facilities.
- (H) Virtual Connections – Logical connections that allows association of two or more user-to-network interface (UNI) enabling the transfer of Ethernet frames between them.

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7.3 Service Description

7.3.1 The EVLS service will consist of:

(A) Network Interface Device (NID) at the Customer’s premises to terminate the fiber pair.

(B) Dedicated Switch Port.

7.3.2 EVLS is available where facilities and conditions permit. Special construction charges may apply when technical limitations and/or lack of facilities exist, or if it is necessary to satisfy service request.

7.3.3 EVLS will be provided seven days a week, 24 hours a day, from central offices equipped to provide this service.

7.3.4 The NID is the LAN interface on the EVLS equipment at the Customer’s premises. The Company is responsible up to and including the NID.

7.3.5 The Customer is responsible for:

(A) Any inside wire required in connecting the LAN to the EVLS equipment.

(B) Installation, operation and maintenance of any Customer-provided equipment.

7.3.6 The Customer’s location must be within the maximum allowable range of the EVLS equipped central office as described in Section 7.4.3 below.

7.3.7 To meet the Customer’s requirements, occasional network upgrades must be performed. These network upgrades are needed to provide improved performance and new features. Generally these upgrades will be performed between the hours of 11 PM and 6 AM. Network upgrades are planned to provide Customer’s reasonable and timely notification in order to minimize any impact on the Customer’s service.

7.3.8 The technical specifications for EVLS are delineated in IEEE 802.3-2000 and Metro Ethernet Forum (MEF) technical specifications MEF 1 and over.

7.3.9 The transmission mode supported is dependent of the access rate. The supported transmission mode for 10 Mbps, 25 Mbps, 50 Mbps, 75 mbps, 100 Mbps, 250 Mbps, 500 Mbps, 1 Gbps and 10 Gbps access is 1 full duplex.

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7.4 Regulations

- 7.4.1 EVLS network will be limited to central offices in a specific geographic location. Customers gain access to the shared EVLS network via EVLS equipment deployed in the Customer’s serving central office.
- 7.4.2 At subscription, the Customer has an option of selecting access at speeds of 10 Mbps, 25 Mbps, 50 Mbps, 75 Mbps, 100 Mbps, 250 Mbps, 500Mbps, 1 Gbps and 10 Gbps. (N)
- 7.4.3 EVLS is available to Customers whose serving central office is equipped with EVLS equipment and is located within a maximum allowable range of the serving central office. The maximum (dB) loss cannot exceed 20dB @1310nm for 10 and 25 Mbps services, 26dB @1310nm for 50, 75 and 100 Mbps services and 18dB @ 1310nm for 250 Mbps, 500 Mbps, 1 Gbps and 10 Gbps services depending on the Customer’s distance from the EVLS equipped central office. (N)

7.5 Types of Rates and Charges

7.5.1 The following rate categories are applicable to EVLS:

There are two (2) types of rates and charges. They are monthly rates and nonrecurring charges. The rates and charges are described below:

(A) Monthly Rates

Monthly rates are recurring rates that apply each month or fraction thereof that EVLS is provided. For billing purposes, each month is considered to have thirty-(30) days.

(B) Nonrecurring Charges

Nonrecurring charges (NRC) are one-time charges that apply for specific work activity. The types of nonrecurring charges that apply to EVLS are:

(1) Activation and Provisioning

A NRC applies per each EVLS activated and provisioned.

(2) Service Configuration

Service configuration provides the Customer the ability to request modifications to a specific EVLS connection subsequent to the establishment of the connection. Such modifications are changes to a Customer’s service, other than changes described elsewhere in the EVLS that do not involve the termination of the service at the Customer’s premise (i.e. upgrades/downgrades of connection speeds that do not result in physical equipment changes).

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7.5 Types of Rates and Charges (Cont.)

7.5.1 The following rate categories are applicable to EVLS: (Cont.)

(B) Nonrecurring Charges (Cont.)

(3) Moves

When a Customer with a EVLS requests a move or relocation to a different address, a different building and/or relocation inside or outside customer premise the move or relocation will be treated as a termination of the existing service and the establishment for the application of all charges. The NRC for the move will be an amount equal to the sum of the Activation and Provisioning Up to the Demarcation Point and the Service Order Charge.

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A move normally involves an interruption of service for the period required to complete the move. No credit allowance will be granted for that period.

(4) Service Order Charge

- (a) A single NRC applies for the service order associated with each EVLS connection.
- (b) If the initial service order includes various EVLS connections, only one service order charge shall apply.
- (c) The service order charge applies for the activation and provisioning, moves and service configuration associated with each EVLS after the initial installation.

7.5.2 Minimum Period

(A) The minimum period for EVLS is twelve (12) months.

(B) If the application for the EVLS is cancelled after the activation and provisioning of the service has begun, for any reason imputable to the Customer, the Customer will pay to the Company the non-recurring charge applicable to the EVLS. For this purpose, activation and provisioning is considered to have started when the Company incurs any expenses in connection or in the preparation thereof which would not otherwise have been incurred provided that:

- (1) The Customer has advised the Company to proceed with the activation and provisioning and;
- (2) The Company has accepted the order.

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7.6 Optional Rate Plans

7.6.1 A Term Discount Plan is available for EVLS. The Term Discount applies to each EVLS connection.

7.6.2 Under the Term Discount Plan, the current monthly rates for EVLS connections are reduced by a fixed percentage. The amount of discount percentage differs based on the length of the service commitment period selected by the Customer.

7.6.3 The Term Discount Plan periods are 36 months (3 years) or 60 months (5 years). In addition, higher discount offered to both 36 months (3 years) and 60 months (5 years) as long as the client has 10 or more service circuits describe in the tariff.

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7.6.4 The Customer must specify the length of the service commitment period at the time the service is ordered.

7.6.5 If a Term Discount Plan Percentage increase occurs during the term of an existing Term Discount Plan, the increased percentage will be applied automatically to the remainder of the current Term Discount Plan.

7.6.6 At the end of the Term Discount Plan period, the Customer may convert to month-to-month service or subscribe to a new Term Discount Plan. If the Customer does not make a choice by the end of the commitment period, the rates will automatically convert to month-to-month service rates.

7.6.7 To be included in a Term Discount Plan, all eligible EVLS must be ordered for the same commitment period (i.e. all 36 months or all 60 months) and with the same service date. When additional capacity is subsequently added, it will be available only on a month-to-month basis unless the commitment period of the entire service is upgraded.

7.6.8 As long as the number of EVLS connections included in the Term Discount Plan remains constant, customer requests to install and disconnect EVLS connections, including changes affecting different serving wire centers and/or Customer designated premises, will not change the current Term Discount Plan commitment period, and Discontinuance of Service charges will not apply.

7.6.9 Upgrade In Term Discount Plan

EVLS provided under month-to-month rates or Term Discount Plan rates may be upgraded to a Term Discount Plan at any time without incurring EVLS NRC or discontinuance charges for existing services. The new Term Discount Plan must meet or exceed the service commitment period of the plan being upgraded. For example, a EVLS with a 36 month commitment period may be upgraded to a new 36 month or a 60 month commitment period. The monthly rates will be those that are in effect at the time the service is upgraded. A new minimum commitment period applies to all EVLS that is upgraded.

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7.6 Optional Rate Plans (Cont.)

7.6.10 Upgrade or Downgrade in Capacity

If the Customer chooses to upgrade or downgrade EVLS under the Term Discount Plan to a higher or lower speed connection, discontinuance charges will not apply, provided all the following conditions are met:

- (A) the Customer’s order for disconnect of the existing service and the activation and provisioning of the new service are received at the same time and specifically reference the application of upgrade or downgrade in speed;
- (B) the Customer’s disconnect order for the existing service must reference the service order; and
- (C) the new Term Discount Plan commitment period equals or exceeds the Term Discount Plan commitment period being discontinued.

A new commitment period applies to all upgrades and downgrades. EVLS NRC charge for an equivalent speed of the existing services being upgraded to the higher speed service will not be assessed. EVLS NRC will not apply to the upgraded lower speed service placed on the higher speed service if requested at the same time as the upgrade request. NRC will apply for capacity that exceeds the existing equivalent capacity.

Discontinuance charges will not apply should the Customer choose to upgrade or downgrade either a portion of or the entire EVLS under the Term Discount Plan and move to a new Customer location within the territory served by the Company whose serving central office is equipped with EVLS equipment and is located within a maximum allowable range of the serving central office.

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7.6 Optional Rate Plans (Cont.)

7.6.11 Discontinuance of Service

(A) If the Customer chooses to disconnect all or portion of the service prior to the expiration of the Term Discount Plan commitment period, discontinuance charges equal to 30% of the total undiscounted monthly charges will apply for the remaining portion of the Term Discount commitment period of the service being disconnected.

For example, if a Customer with a Term Discount Plan commitment period of 60 months is cancelled after 33 months, the discontinuance charges will equal 30% of the undiscounted monthly charge multiplied by the number of EVLS times 27 months.

(B) Should the Customer choose to discontinue a Term Discount Plan prior to the completion of the minimum service period, discontinuance charges will apply. Discontinuance charges equal 100% of the total undiscounted monthly charges for the remaining portion of the minimum service period. Additionally, discontinuance charges of 30% of the total undiscounted monthly charges will apply to the remaining portion of the commitment period.

For example, if a Customer with a Term Discount Plan commitment period of 36 months is cancelled after 7 months, the discontinuance charges will equal:

1. 100% of the undiscounted monthly charge multiplied by the number of EVLS times 5 months, plus
2. 30% of the undiscounted monthly charges multiplied by the number of EVLS times 24 months.

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7.7 Rates and Charges

	<u>Monthly Rates</u>	<u>NRC</u>	
Activation and Provisioning EVLS Connection, per connection			
10 Mbps	\$ 925.00	\$400.00	
25 Mbps	\$1,165.00	\$400.00	
50 Mbps	\$1,425.00	\$400.00	
75 Mbps	\$1,750.00	\$400.00	
100 Mbps	\$1,800.00	\$400.00	
250 Mbps	\$2,400.00	\$400.00	
500 Mbps	\$3,500.00	\$400.00	
1 Gbps	\$4,000.00	\$400.00	
10 Gbps	\$7,800.00	\$400.00	
Term Discount			
36 months	10%		
60 months	15%		
Discount by term and circuit volume (10 or more circuits)			(N)
36 months	25%		
60 months	35%		
			(N)
Service Order Charge, per order		\$600.00	(C)
Service Configuration Charge		\$200.00	
Relocation to a different site charge (inside or outside customer premise-Moves)		\$400.00	