

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

APPLICATION FORM
for
AUTHORITY TO PROVIDE
ALTERNATIVE LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF FLORIDA

ORIGINAL

001742-TX

Instructions

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

- ◆ If you have questions about completing the form. contact:

Florida Public Service Commission
Division of Telecommunications
Bureau of Certification and Service Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

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max
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

15312 NOV 30 8

FPSC-RECORDS/REPORTING

APPLICATION

1. This is an application for ✓ (check one):
- (✓) **Original certificate** (new company).
 - () **Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
 - () **Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
 - () **Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Telseon Carrier Services, Inc. ("Telseon" or "Applicant")

3. Name under which the applicant will do business (fictitious name, etc.):

Telseon Carrier Services, Inc.

4. Official mailing address (including street name & number, post office box, city, state, zip code):

Telseon Carrier Services, Inc.

7887 East Belleview Avenue

Englewood, Colorado 80111

5. Florida address (including street name & number, post office box, city, state, zip code):

Telseon's registered agent in Florida is CT Corporation System, 1200 South Pine

Island Road, Plantation, FL 33324

6. Structure of organization:

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other _____ | |

7. **If individual**, provide:

Name: Not Applicable.

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address: _____

Internet Website Address: _____

8. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State corporate registration number:**

Not Applicable.

9. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State corporate registration number:**

10. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**

Telseon will not use a fictitious name or d/b/a.

11. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:**

Not Applicable._____

12. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: **Not Applicable.**_____

Title:_____

Address:_____

City/State/Zip:_____

Telephone No.:_____

Fax No.:_____

Internet E-Mail Address:_____

Internet Website Address:_____

13. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** **Not Applicable.**_____

14. Provide **F.E.I. Number** (if applicable): **94-3321333**_____

15. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. **Provide explanation.**

None of Telseon's officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or crime nor are any such proceedings pending.

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

Not applicable.

16. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: James N. Moskowitz and Alexander M. Stokas

Title: Counsel for the Applicant

Address: Swidler Berlin Shereff Friedman, LLP, 3000 K Street, N.W., Suite 300

City/State/Zip: Washington, DC 20007-5116

Telephone No.: (202) 424-7500 **Fax No.:** (202) 424-7645

Internet E-Mail Address: JN Moskowitz@swidlaw.com; AMStokas@swidlaw.com

Internet Website Address: http://www.swidlaw.com

(b) Official point of contact for the ongoing operations of the company:

Name: Steven Miller

Title: General Counsel

Address: 7887 East Belleview Avenue

City/State/Zip: Englewood, Colorado 80111

Telephone No.: (720) 554-7000 **Fax No.:** (720) 554-7290

Internet E-Mail Address: miller@telseon.com

Internet Website Address: www.Telseon.com

(c) Complaints/Inquiries from customers:

Name: Steven Miller

Title: General Counsel

Address: 7887 East Belleview Avenue

City/State/Zip: Englewood, Colorado 80111

Telephone No.: (720) 554-7000 **Fax No.:** (720) 554-7290

Internet E-Mail Address: miller@telseon.com

Internet Website Address: www.telseon.com

17. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

Not applicable, as Applicant has not yet operated as an alternative local exchange company in any state.

(b) has applications pending to be certificated as an alternative local exchange company.

Applicant is currently in the process of obtaining certification to provide local exchange services in Arizona, Colorado, the District of Columbia, Maryland, Minnesota, Missouri, New Jersey, New Mexico, North Carolina, Ohio, Pennsylvania, and Virginia.

(c) is certificated to operate as an alternative local exchange company.

Applicant is certificated to operate as an alternative local exchange company in California, Illinois, Texas, and Washington.

- (d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

No, Applicant has not been denied authority to operate as an alternate local exchange company in any state.

- (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

No, Applicant has not had regulatory penalties imposed for violations of statutes in any state.

- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

No, Applicant has not been involved in any civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity in any state.

18. Submit the following:

A. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

Further, the following (which includes supporting documentation) should be provided:

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

Please see Exhibit 1.

2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.

Please see Exhibit 1.

3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Please see Exhibit 1.

- B. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

Please see Exhibit 2.

- C. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

Please see Exhibit 2.

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL

Signature _____

Steven Miller
General Counsel
Title _____

Address: _____

7887 East Belleview Avenue _____

Englewood, Colorado 80111 _____

November 17, 2000
Date _____

(720) 554-7000
Telephone No. _____

(720) 554-7290
Fax No. _____

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - INTRASTATE NETWORK
- C - AFFIDAVIT

APPENDICES

	Applicant Acknowledgment Statement
APPENDIX A	Certificate Sale, Transfer, or Assignment Statement
APPENDIX B	Intrastate Network (if available)
APPENDIX C	Affidavit

EXHIBITS

EXHIBIT 1	Financial Statements (Confidential Treatment Requested)
EXHIBIT 2	Managerial and Technical Qualifications
EXHIBIT 3	Proposed Tariff

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

**** NOT APPLICABLE. TELSEON CARRIER SERVICES, INC. IS APPLYING FOR ORIGINAL AUTHORITY.**

I, (Name) Not Applicable.

(Title) Not Applicable of _____

and current holder of Florida Public Service Commission Certificate Number # _____

have reviewed this application and join in the petitioner's request for a:

- () sale
- () transfer
- () assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Not Applicable.

Signature

Date

Not Applicable

Title

Telephone No.

Address: Not Applicable

Fax No.

INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

1. POP: Addresses where located. and indicate if owned or leased.

1) <u>To be determined</u>	2) _____
_____	_____
3) _____	4) _____
_____	_____

2. SWITCHES: Address where located, by type of switch, and indicate if owned or leased.

1) <u>To be determined</u>	2) _____
_____	_____
3) _____	4) _____
_____	_____

3. TRANSMISSION FACILITIES: POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) <u>To be determined</u>	_____
2) _____	_____
3) _____	_____
4) _____	_____

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

Signature

Steven Miller, General Counsel

Title

Address:

7887 East Belleview Avenue

Englewood, Colorado 80111

Date

(720) 554-7000

Telephone No.

(720) 554-7290

Fax No.

EXHIBIT 1

(Confidential Treatment Requested)

FINANCIAL STATEMENTS

Telseon has access to the financing and capital necessary to provide the requested service in the geographic area proposed to be served, to maintain the requested service and to meet its lease or ownership obligations. Initially, Telseon will rely on its parent company, Telseon, Inc. for the necessary financial support for the operations described in this application. Both Telseon and Telseon, Inc. are recently formed corporations. Thus, no historical financial statements are available at this time. In lieu of historical financial statements, Telseon is submitting as Exhibit 1 the most recent pro forma financial statements of Telseon, Inc.

The exhibit is being offered to demonstrate Telseon's financial ability to provide the proposed services. Telseon possesses the sound financial resources necessary to effectively procure, install, and operate the facilities and services requested in this Application.

CONFIDENTIAL

CONFIDENTIAL

TELSEON CARRIER SERVICES, INC.

**EXHIBIT 1
CONFIDENTIAL AND PROPRIETARY
FINANCIAL STATEMENTS
SUBMITTED UNDER SEAL**

CONFIDENTIAL

CONFIDENTIAL

EXHIBIT 2
MANAGERIAL AND TECHNICAL QUALIFICATIONS

MANAGERIAL AND TECHNICAL QUALIFICATIONS OF TELSEON CARRIER SERVICES, INC.

John Kane, Chief Executive Officer

Mr. John Kane has more than 25 years of experience in the competitive communications industry. Mr. Kane was the former President and Chief Operating Officer of ICG Communications, Inc., where he developed and directed data strategy and the company's rapid nationwide rollout, and was instrumental in the deployment of a national fiber-optic and switching network. Mr. Kane has also served as an Executive Vice President of WCT Communications, Inc., which was later acquired by Frontier Communications, Inc.

Dr. Steven Russell, Ph.D, President

Dr. Steven Russell has 20 years experience in networking and communications. Dr. Russell earned his Ph.D. from Stanford in Electrical Engineering. He began his career as a consultant with SRI International and with a small satellite communications consulting firm. In 1979, he cofounded an early satellite communications carrier, Equatorial Communications, which was later sold to Continental Telephone. In 1980, he was one of three founders of Vitalink Communications. Vitalink was originally a satellite-based carrier that migrated into a data-networking manufacturer. Dr. Russell served as its Vice President of Engineering. Vitalink went public in 1986. In 1992, Dr. Russell joined 3Com where he served as Vice President of Engineering for the router division and as Vice President and General Manager of two divisions manufacturing network access equipment. 3Com is a Fortune 500 Company. He left 3Com in 1998 to return to his entrepreneurial roots as an entrepreneur-in-residence with Crosspoint Venture Partners and with Sevin Rosen Funds. In December 1998, he co-founded Cmetric Inc. where he serves as President and Chairman of the Board. Dr. Russell has four patents granted in the field of data networking and satellite communication systems design. Dr. Russell has an additional four patents under application.

Mick Seaman, Chief Technology Officer

Mr. Michael Seaman has over 20 years experience in networking and communications. Mr. Seaman earned his Masters degree from Cambridge University in Physics and Theoretical Physics. He began his career at Acorn Computers, in Cambridge, England. In 1985, he joined BICC Data Networks where he was responsible for cross-product technical review and strategy. In 1987, he joined Digital Equipment Corporation where he led the initial and advanced product development for the DECNIS 500 and 600 high performance routers. In 1991, he joined 3Com where he was most recently the Vice President and Chief Technical Officer of 3Com Enterprise Systems, a multi-divisional business unit with revenues in excess of \$2 Billion. In 1999, he joined Cmetric as a cofounder where he serves as Chief Technology Officer. Mr. Seaman has 20 patents granted to date in the field of computer data networking covering both hardware system and protocol design. Mr. Seaman has an additional five patents under application. He chairs the IEEE 802.1 Interworking Task Group, which is responsible for LAN switching standards and is a member of the IEEE Registration Authority Committee.

Sean Whelan, *Vice President, Strategic Alliances*

Mr. Sean Whelan has 13 years experience in the communications industry. Mr. Whelan started his communication experience with EDS, a pioneer in the bandwidth trading industry, which is estimated to be worth \$9 Billion today. In addition, Mr. Whelan has held strategic pricing, product development, and planning positions at Sprint Communications. While at Sprint, Mr. Whelan was responsible for nationwide business development efforts and held senior sales management positions at the company. Mr. Whelan was also founded RateXchange, a B2B bandwidth-trading company, which is now publicly traded.

EXHIBIT 3
PROPOSED TARIFF

357527

TITLE SHEET

TELECOMMUNICATIONS SERVICES

This Tariff applies to the provision of dedicated one-way and/or two-way information transmission services furnished by Telseon Carrier Services, Inc. ("Telseon" or "Company" or "Carrier") between one or more points in the State of Florida. This Tariff is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours, at Telseon's principal place of business, 7887 East Belleview Avenue, Englewood, Colorado 80111.

Issued: November 30, 2000

Effective:

Issued by: Telseon Carrier Services, Inc.
7887 East Belleview Avenue
Englewood, Colorado 80111
720/554-7000

CHECK SHEET

Pages 1 through 131, inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). 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>Number of Revisions Except as Indicated</u>	<u>Page</u>	<u>Number of Revisions Except as Indicated</u>
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
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6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
18	Original	43	Original
19	Original	44	Original
20	Original	45	Original
21	Original	46	Original
22	Original	47	Original
23	Original	48	Original
24	Original	49	Original
25	Original	50	Original

* New or revised page

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CHECK SHEET (Cont'd)

<u>Page</u>	<u>Number of Revisions Except as Indicated</u>	<u>Page</u>	<u>Number of Revisions Except as Indicated</u>
51	Original	76	Original
52	Original	77	Original
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54	Original	79	Original
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56	Original	81	Original
57	Original	82	Original
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CHECK SHEET (Cont'd)

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101	Original	126	Original
102	Original	127	Original
103	Original	128	Original
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1. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this Tariff for the purpose indicated below:

- D - To signify discontinued rate or regulation.
- I - To signify a change resulting in an increase to a Customer's bill.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify a change resulting in a reduction to a Customer's bill.
- T - To signify a change in text but no change in rate or regulation.

1.1 TARIFF FORMAT

1.1.1 Page Numbering - Page numbers appear in the upper right corner of the 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.A.

1.1.2 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 various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.

Issued: November 30, 2000

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7887 East Belleview Avenue
Englewood, Colorado 80111
720/554-7000

1. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF (Cont'd)

1.1 TARIFF FORMAT (Cont'd)

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

- 1.
- 1.1.
- 1.1.1.
- 1.1.1.A.
- 1.1.1.A.1.
- 1.1.1.A.1.a.
- 1.1.1.A.1.a.i.
- 1.1.1.A.1.a.i.i.

1.1.4 Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

2. DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

Advance Payment

Part or all of a payment required before the start of service.

Authorized User

A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Carrier or Company or Telseon

Telseon Carrier Services, Inc., the issuer of this Tariff.

Commission

The Florida Public Service Commission.

Customer

The person, firm, corporation or other entity which orders service and is responsible for the payment of charges due and compliance with the Company's tariff regulations.

Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Individual Case Basis (ICB)

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Issued: November 30, 2000

Effective:

Issued by: Telseon Carrier Services, Inc.
7887 East Belleview Avenue
Englewood, Colorado 80111
720/554-7000

2. DEFINITIONS (Cont'd)

Network Service

Intrastate communications service providing dedicated one-way and/or two-way information transmission paths between points within the State of Florida.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User

A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

3. APPLICATION OF TARIFF

This Tariff applies to intrastate dedicated communications service supplied to Customers by the Company.

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating, terminating, or completing intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Florida.

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Effective:

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4. REGULATIONS

4.1 Undertaking of the Company

4.1.1 Scope

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this Tariff.

4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

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Effective:

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one (1) month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D. This Tariff shall be interpreted and governed by the laws of the State of Florida regardless of its choice of laws provision.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services; or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D. The Company shall not be liable for any claims for loss or damages involving:

- (1) Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
- (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- (3) Any unlawful or unauthorized use of the Company's facilities and services;

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

- (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- (5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company; or
- (10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- E. The Company shall be indemnified, defended, and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer equipment or facilities or service provided by the Company.

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any equipment or facilities or the service.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- G. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.6 Provision of Equipment and Facilities

- A. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained, and operated as to work satisfactorily with the facilities of the Company.

- B. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.7 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

Special construction charges will be determined pursuant to Section 5.1.4.

4.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors, or suppliers.

4. REGULATIONS (Cont'd)

4.2 Prohibited Uses

- 4.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents, and permits.
- 4.2.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- 4.2.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 4.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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4. REGULATIONS (Cont'd)

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A. The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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4. REGULATIONS (Cont'd)

4.3 Obligations of the Customer (Cont'd)

4.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Section 4.3.2.A, preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for: (1) any loss, destruction, or damage to property of any third party; (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party; and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels

4.4.1 Interconnection of Facilities

A. Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

- B. In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

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4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

- B. If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request twenty-four (24) hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.3 Station Equipment

- A. Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B. The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

4. REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments

4.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two (2) months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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4. REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments (Cont'd)

4.5.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - (1) three (3) months' charges for a service or facility which has a minimum payment period of one (1) month; or
 - (2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D. Deposits held will accrue interest at a rate of seven percent (7%) per annum. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements

4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access, or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale, or use of Network Services.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges (Cont'd)

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement, or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - (1) a rate of one-and-one-half percent (1.5%) per month; or
 - (2) the highest interest rate which may be applied under Florida state law for commercial transactions.
- F. The Customer will be assessed a charge of Twenty-Five Dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes

A. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within ninety (90) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charge

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to ninety (90) days (commencing five (5) days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action:

- (1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- (2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
850/413-6770

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) working days prior written notice to the Customer, discontinue or suspend service without incurring any liability. For purposes of this section, the term "working day" means any day on which the Company's business office is open and the U.S. Mail is delivered.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving twenty-four (24) hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

- G. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%)).

4.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of their desire to terminate service.

4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.7 Cancellation of Application for Service

- A. The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two (2) times the applicable monthly recurring service charge.

- B. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service

4.7.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility, or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility, or circuit considered by the Company to be impaired.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- (a) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- (b) Due to the failure of power, equipment, systems, connections, or services not provided by the Company;
- (c) Due to circumstances or causes beyond the control of the Company;
- (d) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (e) During any period in which the Customer continues to use the service on an impaired basis;
- (f) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (h) That was not reported to the Company within thirty (30) days of the date that service was affected.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

4.7.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions in service of fifteen (15) minutes or more. Two (2) or more interruptions of fifteen (15) minutes or more during any one twenty-four (24) hour period shall be considered as one (1) interruption.

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4. REGULATIONS (Cont'd)**4.7 Allowances for Interruptions in Service (Cont'd)****4.7.4 Application of Credits for Interruptions in Service (Cont'd)****D. Interruptions of 24 Hours or Less****Length of Interruption****Interruption Period
To Be Credited**

Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Continuous Interruption Over 24 Hours and Less Than 72 Hours.

Interruptions over twenty-four (24) hours and less than seventy-two (72) hours will be credited one-fifth (1/5) day for each three (3) hour period or fraction thereof that occurs following the expiration of the initial twenty-four (24) hour period. No more than one (1) full day's credit will be allowed for any period of twenty-four (24) hours.

F. Interruptions Over 72 Hours.

Interruptions over seventy-two (72) hours will be credited two (2) days for each full twenty-four (24) hour period that occurs following the expiration of the initial seventy-two (72) hour period. No more than thirty (30) days credit will be allowed for any one (1) month period.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.5 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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4. REGULATIONS (Cont'd)

4.8 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (a) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (c) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third (3rd) business day following the date of cancellation;
- (d) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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4. REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network

4.9.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
- (1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - (2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - (3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

4. REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.9.1 Unauthorized Use of the Network (Cont'd)

- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security, or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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Effective:

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4. REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.9.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary, or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

5. SERVICE DESCRIPTIONS AND RATES

5.1 DS-1 Service

5.1.1 General

- A. DS-1 Service is furnished for Private Line IntraLATA Communications by the Company.
- B. DS-1 Service is a service for the transmission of digital signals only and uses only digital transmission facilities.
- C. DS-1 Service provides for the simultaneous two-way transmission of isochronous digital signals at DS-1 speeds of 1.544 mbps, where facilities are available.
- D. To ensure satisfactory operation, the terminal equipment provided by the Customer must be compatible with the DS-1/1.544 Mbps channel facility provided by the Company. The technical specifications and standard network interfaces for DS-1 Service are contained in BellSouth Services Technical Reference Publication 73525. This publication is available from BellSouth Services Documentation Operations, North W5A1, 3535 Colonnade Parkway, Birmingham, Alabama 35243.
- E. The rates specified for DS-1 Service in Section 5.1.3 following, contemplate the provision of a digital quality facility over existing interoffice carrier equipment and/or exchange cable facilities compatible with this service. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, a special construction charge based on the cost incurred to make the changes will apply in addition to the rates for DS-1 Service.

Issued: November 30, 2000

Effective:

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.2 Regulations

A. Description of Service

1. DS-1 Service is furnished for the simultaneous two-way transmission of serial, Bipolar, Return-to-Zero (BPRZ) isochronous digital signals , except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format, at a speed of DS-1/1.544 Mbps between two-points located within a LATA.
2. DS-1 Service is available on a month-to-month basis, under variable rate periods, and also subject to an ICB in accordance with Section 5.1.4.
3. Connection of DS-1/1.544 Mbps communications systems provided by others may be made on a permissive basis; the Company does not represent its DS-1 Service as adapted for such connections, and shall not be responsible for the through transmission of signals, or the quality of such transmission on such connections.
4. A Channel Service Unit (CSU) or appropriate Termination Equipment (TE) provided by the Customer is required at a Customer's or authorized user's premises to perform such functions as:
 - proper termination of the service
 - amplification
 - signal shaping
 - remote loop-back.

Issued: November 30, 2000

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.2 Regulations (Cont'd)

A. Description of Service (Cont'd)

5. The design, maintenance and operation of DS-1 Service contemplates communications originating and terminating as (1) a Customer premises to Customer premises channel via the Company's Serving Wire Center, (SWC) - and/or through remote SWCs; (2) a Customer premises to the Serving Wire Center - and/or to remote SWCs - partial channel (link); or (3) a central office to central office (interoffice) partial channel (link).
6. DS-1 Service may also be furnished on a link (partial channel) basis when connected to Centrex Type Services¹, another DS-1 Service, Diverse Loop DS-1 Service, and/or DS-1/DS-3 Channel service.
7. All appropriate rates specified in other tariff sections are in addition to the monthly rate per package or single channel for DS-1 Service specified in this Tariff.

¹ Connection from DS-1 Service and/or DS-1/DS-3 Channel Service to Centrex Type Services may not be available from all serving wire centers.

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Effective:

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.2 Regulations (Cont'd)

B. Definitions

Channel Service Unit

The term "Channel Service Unit" (CSU) denotes equipment provided by the Customer to terminate a digital facility on the Customer's or user's premises.

DS-1

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment. The required format and interface specifications are contained in BellSouth Services Technical Reference Publication 73525.

Digital Local Channel

The term "Digital Local Channel" denotes a path for DS-1 Service furnished from the demarcation point on a Customer's premises to their Serving Wire Center.

Interoffice Channel

The term "Interoffice channel" denotes a path (or paths) for digital transmission between Company Serving Wire Centers within a LATA. An interoffice channel may be furnished in such manner as the Company may elect.

5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.2 Regulations (Cont'd)

C. Application of Rates

1. Digital Local Channels furnished between a Serving Wire Center and the Customer's premises will be charged at rates based on the first one-half (½) mile and each additional one-half (½) mile for the airline distance measured between the Customer's premises and their Serving Wire Center.
2. Interoffice Channels furnished between Central Offices will be charged at rates based on airline distance between the Central Offices.
3. DS-1 Service is available on a month-to-month basis, under variable rate periods, or on conditions specified in Section 5.1.4.
4. DS-1 Service rates under contract will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the Customer's payment period option, the Customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.2 Regulations (Cont'd)

C. Application of Rates (Cont'd)

5. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rate provided under the contract.
6. Airline distance between Company central offices shall be developed using the methodology, found in Section 5.1.5 of this Tariff. Fractional mileage shall be rounded up to the next full mile.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.2 Regulations (Cont'd)

D. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to DS-1 Service when such connection is made in accordance with the provision specified in Sections 5.1.2.D.2, 5.1.2.D.3, and 5.1.2.D.4 following.
2. Responsibility of the Company
 - a. The responsibility of the Company shall be limited to the furnishing and maintenance of DS-1 Service to a network interface on the Customer's premises where provision is made for the connection of local service.
 - b. The Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications systems provided by a Customer. DS-1 Service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities the responsibility of the Company shall be limited to the furnishing of facilities suitable for DS-1 Service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
 - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
 - the reception of signals by such equipment or systems, or
 - damage to terminal equipment or communications systems provided by a Customer or authorized user due to testing.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.2 Regulations (Cont'd)

D. Connections (Cont'd)

2. Responsibility of the Company (Cont'd)

- c. The Company shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of the Company utilized in the provision of DS-1 Service render any facilities or equipment provided by a Customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
- d. The Company undertakes to maintain and repair the facilities which it furnishes. The Customer may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Company without prior written consent of the Company.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.2 Regulations (Cont'd)

D. Connections (Cont'd)

3. Responsibilities of the Customer

- a. The Customer is responsible for installing and testing his premises equipment or facilities to insure that when they are connected to DS-1 Service such equipment or facilities are operating properly.
- b. The operating characteristics of the Customer premises equipment or facilities shall be such as to not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment provided by a Customer does not: endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon notice that the equipment provided by a Customer is causing or is likely to cause such hazard or interference, the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- c. The Customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the Customer will be responsible for all expenses incurred in changes to his premises equipment.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.2 Regulations (Cont'd)

D. Connections (Cont'd)

4. Connection of Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems

a. The following provisions will apply:

- I. Customer-Provided Terminal Equipment and/or Customer-Provided Communications Systems may be connected at the premises of the Customer to DS-1 Service.
- II. The Customer, by use of its own derivation equipment, may create digital bit streams from a DS-1 Service and such equipment may be connected for transmission of such bit streams when connected thru a Customer-provided CSU/TE.
- III. The undertaking of the Company is to furnish DS-1 Service as ordered and specified by the Customer as specified in Section 5.1.2.D.4.d following.

b. Connections to Other Services Furnished by the Company to the Same Customer

DS-1 Service furnished by the Company may be connected by the Customer to another service or to other services furnished by the Company as specified in Section 5.1.2.D.2 preceding. Connected services are subject to all rules and regulations governing the provisioning of those services.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.1 DS-1 Service (Cont'd)****5.1.2 Regulations (Cont'd)****D. Connections (Cont'd)****4. Connection of Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems (Cont'd)****c. Connections to other services furnished by the Company to different Customers**

The Customer may connect at the premises of the Customer, another DS-1 Service or other services furnished by the Company to different customers as specified in Section 5.1.2.D.2 preceding. Connected services are subject to all rules and regulations governing provisioning of those services.

d. Connection of Channel Service Units

A Channel Service Unit (CSU) or appropriate Termination Equipment (TE) must be provided by the Customer to connect a Company-provided digital facility. In accordance with Part 68 of the FCC's Rules and Regulations, new grandfathered CSU/TEs may be connected, moved, and reconnected until June 30, 1987. After this date only registered and previously connected grandfathered CSU/TEs may be connected to Company-provided digital facilities. Grandfathered CSU/TE equipment must comply with the requirements outlined in BellSouth Services Technical Reference 73525. This publication is now available from BellSouth Services Documentation Operations, North W5A1, 3535 Colonnade Parkway, Birmingham, AL 35243. Registered technical requirements for CSU/TEs are outlined in Part 68 of the FCC's Rules and Regulations. A copy may be obtained from the Federal Communications Commission, Room BB300, Washington, DC 20054.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.1 DS-1 Service (Cont'd)****5.1.2 Regulations (Cont'd)****E. Features****1. Clear Channel Capability**

- a. Clear Channel Capability (CCC) is an arrangement that alters a DS-1/1.544 Mbps signal with unconstrained information bits, to meet pulse density requirements outlined in Technical Reference 73525. This will allow a Customer to transport an all zero octet over a DS-1 Service channel providing an available combined maximum 1.536 Mbps data rate. This arrangement requires the Customer signal at the channel interface to conform to Bipolar with 8 Zero Substitution (B8ZS) line code as described in Technical Reference 73525.
- b. CCC is provided on DS-1 Service channels between two Customer designated premises, from a Customer premises to their Serving Wire Center or Node Central Office and/or to a remote Serving Wire Center or Node Central Office, and from a Central Office to a Central Office, and is subject to the availability of facilities. This optional feature may be ordered at the same time the DS-1 Service channel is ordered, or it may be ordered as an additional feature of an existing DS-1 Service channel.
- c. When providing CCC via a DS-3/44.736 Mbps High Capacity channel, that DS-3 channel must be designated, in Company records, as having Clear Channel Capability prior to the provisioning of a DS-1/1.544 Mbps High Capacity channel with CCC. Customers must agree to out-of-service periods required to add this feature to an existing DS-1 Service channel to be optioned for B8ZS.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.2 Regulations (Cont'd)

F. Payment Arrangements and Credit Allowance

1. The minimum period for which DS-1 Service is furnished and for which charges are applicable is one (1) month.
2. Suspension of service is not allowed.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.3 Rates and Charges

A. A Digital Local Channel is furnished between a Serving Wire Center and the Customer's premises. Rates are based on the airline distance between the Serving Wire Center and the Customer's premises.

	<u>Nonrecurring Charge</u>	<u>Month To Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
1. Digital Local Channel, each ¹					
a. First ½ Mile	\$390.00	\$111.59	\$109.56	\$109.56	\$109.56
b. Each additional ½ Mile, or fraction thereof	--	\$53.40	\$52.30	\$50.10	\$47.90

¹ Contract lengths are flexible to allow Customer choice of payment period.
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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.3 Rates and Charges (Cont'd)

B. Interoffice Channels are furnished between Central Offices. Rates are based on the airline distance between Central Offices. ^{1, 2}

	<u>Nonrecurring Charge</u>	<u>Month To Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
1. Interoffice Channel, each channel 0-8 miles					
a. Fixed monthly rate ³	\$115.00	\$75.79	\$70.73	\$70.73	\$70.73
b. Each airline Mile, or fraction thereof ³	--	\$37.78	\$31.68	\$29.59	\$27.55
2. Interoffice Channel, each channel 9 - 25 miles					
a. Fixed monthly rate ³	\$115.00	\$75.76	\$70.73	\$70.73	\$70.73
b. Each airline mile or fraction thereof ³	--	\$35.75	\$29.56	\$27.55	\$25.52

¹ Contract lengths are flexible to allow Customer choice of payment period.
² Refer to Section 5.1.5 of this Tariff for mileage measurement methodology.
³ Diverse Loop DS-1 Service, specified in Section 5.5 of this Tariff, references rates and charges for this rate element.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.3 Rates and Charges (Cont'd)

B. (Cont'd)

	<u>Nonrecurring Charge</u>	<u>Month To Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
3. Interoffice Channel, each channel over 25 miles					
a. Fixed monthly rate	\$115.00	\$75.79	\$70.73	\$70.73	\$70.73
b. Each airline mile or fraction thereof ¹	--	\$33.71	\$27.55	\$25.52	\$23.43

C. Clear Channel Capability is furnished on a per DS-1 Service channel basis.

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
		<u>Initial</u>	<u>Subsequent</u>
1. Per DS-1 Service channel optioned as:			
a. Superframe Format (SF)	--	--	\$725.50
b. Extended Superframe Format (ESF)	--	--	\$725.50

¹ Diverse Loop DS-1 Service, specified in Section 5.5 of this Tariff, references rates and charges for this rate element.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.3 Rates and Charges (Cont'd)

D. Move Charge

A move charge, per DS-1 Service channel, applies for each Digital Local Channel moved to a new location in the same building. This move charge is equal to the sum of the Digital Local Channel Nonrecurring Charge, Service Change Charge - Inside Moves, and Premises Visit Charge.

A move charge, per DS-1 Service channel under CSPP, applies for each DS-1 Service moved to a new location in Company territory within the same state. This move charge is equal to the sum of all nonrecurring charges applicable to a new DS-1 Service channel installation at the new location.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.3 Rates and Charges (Cont'd)

E. Service Connection Charges

1. Service Establishment Charges are applicable, for each DS-1 Service channel ordered, for receiving and recording information and/or taking action in connection with a Customer's request, and processing the necessary data. These charges include engineering design, common centralized testing and coordination.
2. Service Change Charges are applicable for receiving and recording information and/or taking action in connection with a Customer's Inside Move or transfer of service responsibility request, for processing the necessary data on an existing DS-1 Service channel. A Service Change Charge is applicable for each DS-1 Service channel associated with the Customer request (in lieu of a Service Establishment Charge).
3. Premises Visit Charges are applicable, per Digital Local Channel, for the termination of a channel at a Customer's premises or for inside moves. Only one Premises Visit Charge applies when more than one channel service of the same type is terminated or moved at the same premises at the same time.
4. Connection charges are applicable for the connection and testing of Digital Local Channels and/or Interoffice Channels. The charges are those nonrecurring charges contained in Sections 5.1.3.A and 5.1.3.B preceding.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.1 DS-1 Service (Cont'd)****5.1.3 Rates and Charges (Cont'd)****E. Service Connection Charges (Cont'd)****5. Charges for DS-1 Service**

	<u>Nonrecurring Charge</u>
a. <u>Service Establishment Charge</u>	
Per DS-1 Service Channel ¹	
Each	\$637.50
b. <u>Service Change Charge</u>	
Per DS-1 Service Channel ¹	
I. For Inside Moves, each	\$390.00
II. Per Transfers of Responsibility, each	\$390.00
c. <u>Premises Visit Charge</u>	
Per Digital Local Channel or for an Inside Move ²	
Per Visit	\$49.00

¹ Refer to Section 5.1.2.A.6. of this Tariff for description of DS-1 Service channels.

² This charge is applicable to additional stations subsequently installed in a building.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.4 Contract Rates - Special Pricing Arrangements-ICB

- A. In lieu of the rates otherwise set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulations set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All special Pricing Arrangements, including ICB, shall be filed with the Florida Public Service Commission.

- B. In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.1 DS-1 Service (Cont'd)

5.1.5 Mileage Measurements

- A. When station locations of a private line service are located in different wire center serving areas, interoffice channel charges apply. Charges are based on the direct airline distance measured between the serving wire centers. Mileage is determined in accordance with the following:
- (1) Obtain the "V" and "H" coordinates for each wire center, as listed in the National Exchange Carrier Association Tariff F.C.C. No. 4.
 - (2) Obtain the difference between the "V" coordinates of the two wire centers. Obtain the difference between the "H" coordinates. (The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.)
 - (3) Square each difference obtained in Section 5.1.5.A(2) preceding.
 - (4) Add the squares of the "V" difference and the "H" difference obtained in Section 5.1.5.A(3) preceding.
 - (5) Divide the sum of the squares obtained in Section 5.1.5.A(4) preceding by 10.
 - (6) Obtain the square root of the result obtained in Section 5.1.5.A(5) preceding. This is the rate distance in miles. (Fractional miles being considered as full miles.)

EXAMPLE: The rate distance is required between City One and City Two.

	<u>V</u>	<u>H</u>	
City One	7260	2083	
City Two	7364	1865	
Difference	104	218	
Squared	10,816	47,524	= 58,340

58,340 divided by 10 = 5834

Square root of 5834 = 76.38 = 77 Airline miles

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.1 DS-1 Service (Cont'd)****5.1.5 Mileage Measurements (Cont'd)**

- B. For the purpose of applying multipoint charges, the bridging or hubbing locations are determined by that combination of airline distances connecting the serving wire center which will produce the lowest interoffice mileage charges. Bridging charges apply when three or more channels connect at the same location.

5.2 DS-1/DS-2 Service**5.2.1 General**

- A. DS-1/DS-3 Channel Service is an Intralata fiber optic based, digital service which provides channelization capability for the Customer in the Company's central office. DS-1/DS-3 Channel Service is provided in packages based on systems with DS-3 (44.736 Mbps) and DS-1 (1.544 Mbps). It will provide local channels and/or interoffice channels for exchange network access, Foreign Exchange, 1.544 Mbps, and 44.736 Mbps data rates.
- B. Channelization is provided by DS-1/DS-3 Channel Service Option 1 and 2 Systems and D type channel banks which are offered in various system capacities. DS-1/DS-3 Channel Service Option 1 and 2 Systems furnish fiber optic transport from the central office to a Customer's premises featuring digital 1.544 Mbps (DS-1) and/or 44.736 Mbps (DS-3) channels as appropriate. The Customer may channelize all or part of a DS-1/DS-3 Channel Service package to activate data facilities for interconnection with the exchange network and data facilities for private line channels, as well as other DS-1/DS-3 Channel Services. The Customer may also choose not to channelize all or part of a DS-1/DS-3 Channel Service package allowing direct connection to other DS-3 or DS-1 services as provided in this Tariff.
- C. This service is available within a LATA where appropriate digital facilities can be made available as determined by the Company. Service inquiries will be necessary to determine availability interval.

5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.2 DS-1/DS-3 Channel Service (Cont'd)****5.2.1 General (Cont'd)**

- D. All DS-1/DS-3 Channel Services in a Customer's package must be channelized in a single equipment location on a Customer's premises, i.e., a package cannot be split between premises, or multiple locations within a premises. Standard network interfaces will be provided by the Company for analog and digital services consistent with existing practices for single channel services.
- E. Individual channels within a DS-1/DS-3 Channel Service package may be connected with service offered in other sections of this Tariff and the General Subscriber Service Tariff as appropriate. The regulations, rates and charges in this Tariff are applicable for the DS-1/DS-3 Channel Service component of the Customer's end-to-end service. Single channel service components (non-DS-1/DS-3 Service links) are subject to the regulations, rates and charges in their respective tariff sections.
- F. The Customer may activate any number or combination of channels within a DS-1/DS-3 Channel Service package within the limitations set forth in Section 5.2.1.G following. Channels may be activated coincident with installation or at any time subsequent to basic system installation. Once activated, a channel is subject to a minimum service period in accordance with the contract period. Features (channels) activated under month-to-month rates will have a minimum service period of one (1) month.
- G. Additionally, there are some necessary restrictions in total system capacities where certain types of channel services are channelized. The Company will notify the Customer when a system's capacity is affected.
- H. When the Company provides Customer premises DS-1/DS-3 Channel Service channelization down to a DS-1 data rate level it is not necessary for the Customer to provide Channel Service Units (CSU) for associated 1.544 Mbps channels.
- I. The termination of channelization equipment will be in a single equipment location on a Customer's premises. The Customer must provide suitable floor space, controlled environment, and a source of non-switched 120 volt, 60 Hz AC power to support this service. Emergency backup power capability is also available at extra charge on an individual case basis.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 DS-1/DS-3 Channel Service (Cont'd)

5.2.1 General (Cont'd)

J. Channelization of DS-3 (electrical) data rates on a Customer's premises may also be provided by the Customer. Joint provisioning of channelized services introduces joint responsibilities between the Customer and the Company.

1. Responsibilities of the Company:

- a. The Company will endeavor to activate its portion of joint service in a timely manner on the negotiated date to support installation requirements.
- b. The Company will provide the Customer with information regarding the type and the manufacturer of central office (C.O.) channelization equipment to be used in each application.
- c. The Company will limit its selection of central office equipment to avoid operational and administrative difficulties associated with a multi-vendor central office environment.
- d. The Company reserves the right to change its equipment vendors should equipment availability, price or technological advantages make such a change attractive or necessary.
- e. The Company will notify the Customer, generally a minimum of six (6) months in advance, of any need to change its central office equipment to allow the Customer sufficient time to respond, make any necessary changes, and schedule cooperative testing for cutover if required.
- f. Digital synchronization timing for DS-1/DS-3 Channel Services will be provided by the Company.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 DS-1/DS-3 Channel Service (Cont'd)

5.2.1 General (Cont'd)

J. (Cont'd)

2. Responsibilities of the Customer:

- a. The Customer must be prepared to activate his portion of joint service in a timely manner on the negotiated date, providing testing equipment and personnel to support installation requirements, as may be necessary.
- b. The Customer will be responsible for selecting his own equipment. Customer equipment must be compatible with the Company provided channelization at the central office.
- c. The Customer must provide suitable power for his own equipment. Simplex powering will not be provided by the Company for a Customer's channel service units due to the serving arrangements associated with fiber optic facilities.

3. Trouble resolutions:

The Company will assist the Customer in resolving any installation or day-to-day channel service problems. However, the Company does not assume responsibility for the compatibility or suitability of the Customer's equipment. Dispatches to Customer premises caused by Customer equipment troubles will result in Trouble Location Charges to the Customer.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 DS-1/DS-3 Channel Service (Cont'd)

5.2.1 General (Cont'd)

- K. The technical specifications and standard network interfaces for DS-3, DS-1 and associated channelization are contained in BellSouth Technical Reference #73501. This publication is available from BellSouth Services, Documentation Operations, North W5A1, 3535 Colonnade Parkway, Birmingham, Alabama 35243. Channelized DS-1 service is available only with DS-4 channel bank equipment or compatible, equivalent equipment.
- L. Emerging technology, such as low bit rate voice multiplexing techniques may permit additional quantities of individual channels to be channelized on a single DS-1 signal. Equipment providing this capability does not generally assure compatibility between different manufacturers. Some equipment may not be suitable for data transmission or tandem network line application. Rates, charges, and availability of this equipment will be negotiated with the Customer on an individual case basis.

5.2.2 Application of Rates

- A. Monthly rates and charges as specified in Section 5.2.4 following apply for each DS-1/DS-3 Channel Service according to the number of voice grade equivalent channel services capacity in each package. These rates apply per package regardless of the number of circuit equivalents within each package that are actually activated by the Customer at a point in time.
- B. Exchange network access is provided for channels within each DS-1/DS-3 Channel Service package at the monthly recurring rates as specified in Section 5.2.4 following and apply for each channel within a package that is activated.

5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.2 DS-1/DS-3 Channel Service (Cont'd)****5.2.2 Application of Rates (Cont'd)**

- C. Rates and Charges specified in other tariff sections for services are in addition to the monthly rate for DS-1/DS-3 Channel Services. Also, the rates and charges for other services that may be interconnected or extended beyond the basic DS-1/DS-3 Channel Service, such as off-premises stations, tie lines, private lines, etc., are in addition to the rates specified in this Tariff for those portions of channel services necessary to provide end-to-end service. Rates for single DS-1/1.544 Mbps channels used to extend DS-1/DS-3 Channel Services when used as part of the same communications system, will be as otherwise specified in Section 5 of this Tariff.
- D. DS-1/DS-3 Channel Service Option 1 or 2 Systems are available under contract only for variable rate periods except as modified below. Contract rate increases are subject to the stipulations of Section 5.2.2.F following. All elements of a contract will expire at the same time (be coterminous).
1. DS-1/DS-3 Channel Service Option 1 or 2 Systems are available only under contract as specified preceding.
 2. Channelized DS-1/1.544 Mbps channels and Sub-DS-1 Feature Activations are available under contract or on a month-to-month basis at the Customer's option.
 3. Individual exchange network access and private line channel services that are connected to DS-1/DS-3 Channel Service are not offered under DS-1/DS-3 Channel Service master contract provisions. They are subject to their standard tariff provisions as appropriate.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.2 DS-1/DS-3 Channel Service (Cont'd)****5.2.2 Application of Rates (Cont'd)**

- E. DS-1/DS-3 Channel Service rates under contract will not be increased by Company initiative until the contract period expires. Those monthly rates for DS-1/DS-3 Channel Service Option 1 or 2 System, Channelization Capacity, facility mileage, and Feature Activation in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the Customer's payment period option, the Customer may select a new payment period option at current contract rates or revert to current rates on a month-to-month basis.
- F. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rates for the DS-1/DS-3 Channel Service Option 1 or 2 service System, Channelization Capacity, facility mileage, and Feature Activation which are provided under contract, and are subject to the exemptions of Sections 5.2.2.F.1 and 5.2.2.F.2 following.
1. No Termination Liability Charge will be applicable for the DS-1/DS-3 Channel Service Option 1 or 2 System or Channelization Capacity when the Customer renegotiates a new contract for the same system at the same location(s) for a period of time greater than the time remaining on the existing contract.
 2. The Termination Liability Charge basis for Feature Activation (central office specific channel services plug-in equipment) will be fifty percent (50%) of the total monthly rate for the activated features (specific channel units) under contract which are being disconnected. All features activated under contract are coterminous with the basic system with which they are associated. Any features subscribed to on a month-to-month basis have a minimum service period of one (1) month and no associated Termination Liability Charge.
- G. Transfer of service responsibility between Customers is permitted subject to payment of a Transfer Charge as specified in Section 5.2.4.C.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 DS-1/DS-3 Channel Service (Cont'd)

5.2.3 Digital Architecture and Definitions

A. Digital Architecture

1. DS-1/DS-3 Channel Services differ in provisioning method and numbering format from single channel services. These services will be available from the Company on a link (partial channel) basis rather than as an end-to-end service. This architecture is intended to promote more efficient connectivity of analog and digital networks in the future.

Many DS-1/DS-3 Channel Service channels will be available on a digital basis at the network interface on a Customer's premises. Both the Company and the Customer have joint responsibilities to ensure the proper transmission of the provided services. Normal analog channel network interface specifications will be superceded by the electrical specifications of the 1.544 Mbps (DS-1) channel which is actually terminated. Each DS-0 channel provided will have identity only as a "time slot" within a DS-1 channel. Compatible digital to analog conversion equipment must be provided by the Customer to derive the desired analog services. Any Channel Service Units (CSUs) necessary for digital services are the responsibility of the Customer.

5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.2 DS-1/DS-3 Channel Service (Cont'd)****5.2.3 Digital Architecture and Definitions (Cont'd)****A. Digital Architecture (Cont'd)**

2. The following cross-reference is intended as a guide to digital terms which are used in this section.

<u>Transmission Data Rate</u>	<u>Equivalent Quantity of DS-1 Ch.</u>	<u>Equivalent Quantity of DS-3 Ch.</u>
1.544 Mbps	1	-
44.736 Mbps	28	1
90.524 Mbps	56	2
135.264 Mbps	84	3
274.176 Mbps	168	6

B. Definitions**Channel Service Unit (CSU)**

This denotes network channel terminating equipment provided by the Customer to terminate digital channel facilities on a Customer's or user's premises.

DS-O

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It is generally referred to as having a 64 kbps transmission data rate signal. The required format and interface specifications are referenced in BellSouth Technical Reference #73501.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 DS-1/DS-3 Channel Service (Cont'd)

5.2.3 Digital Architecture and Definitions (Cont'd)

B. Definitions (Cont'd)

DS-1

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps transmission data rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format, except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment. The required format and interface specifications are contained in BellSouth Technical Reference #73501.

DS-3

This denotes a channel service expressed in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 44.736 Mbps transmission data rate, and provides for two-way simultaneous transmission of randomized Non-Return-to-Zero (NRZ) signals with a B3ZS format. The required format and interface specifications are contained in BellSouth Technical Reference #73501.

DS-1/DS-3 CHANNEL SERVICE OPTION 1

This service provides extended service capability of DS-3 data rates to the Customer, or multiplexed DS-1 channels based upon configurations desired. Appropriate electrical signals will be provided in accordance with the specifications of BellSouth Technical Reference #73501. The total capacity to be provided is a single 44.736 Mbps transmission rate. This offering is intended to be a flexible, link connectable transport service for large Customers with the capability of connecting with individual exchange and private line services, DS-1 Service, and/or other DS-1/DS-3 Channel Services.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 DS-1/DS-3 Channel Service (Cont'd)

5.2.3 Digital Architecture and Definitions (Cont'd)

B. Definitions (Cont'd)

DS-1/DS-3 CHANNEL SERVICE OPTION 2

This service provides extended service capability of multiples of DS-3 data rates to the Customer. Essentially, it provides three (3) times the potential capacity of DS-1/DS-3 Channel Service Option 1. The associated channelization equipment will permit combinations of DS-3 and DS-1 services in a flexible building block structure. This service will also permit different levels of automatic protection switching capability dependent on Customer desires. Appropriate electrical signals will be provided in accordance with the specifications of BellSouth Technical Reference #73501. This offering is intended to be a very flexible, link connectable transport service for the very large Customer. It has the capability of connecting with individual exchange and private line services, DS-1 Service, and/or other DS-1/DS-3 Channel Services.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 DS-1/DS-3 Channel Service (Cont'd)

5.2.4 Rates and Charges¹

A. Basic DS-1/DS-3 Channel Service

1. DS-1/DS-3 Channel Service Option 1 System (One DS-3 Capacity)

- a. Includes photonic common equipment and first one-half (1/2) air mile of local channel fiber optic facilities. Additional specific interface equipment is required in the central office (C.O.) and Customer premises, as contained in Sections 5.2.4.A.2 and 5.2.4.A.3 following. Mileage charges are as contained in Section 5.2.4.B following. Channelization for individual analog and digital services is contained in Sections 5.2.4.C and 5.2.4.D following.

	<u>Non- recurring Charge</u>	<u>Month To Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
i. <u>DS-1/DS-3 Channel Service Option 1 Basic System</u> ²					
Per System	\$3,305.00	\$3,085.00	\$2,590.00	\$2,458.00	\$2,348.00

¹ Contract lengths are now flexible to allow Customer choice of payment period.
² Month-to-month rates are only available at the end of a contract rate period.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 DS-1/DS-3 Channel Service (Cont'd)

5.2.4 Rates and Charges (Cont'd)

A. Basic DS-1/DS-3 Channel Service (Cont'd)

1. DS-1/DS-3 Channel Service Option 1 System (One DS-3 Capacity)
(Cont'd)

a. (Cont'd)

		<u>Non- recurring Charge</u>	<u>Month To Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
II. <u>Electrical Interface Equipment - Central Office</u>						
i.	Per DS-3 ¹	\$610.00	\$99.60	\$77.60	\$77.60	\$77.60
ii.	Per DS-1 ²	\$170.00	\$20.40	\$16.00	\$16.00	\$16.00
iii.	DS-1 Automatic protection switching ³	\$60.00	\$44.60	\$40.20	\$40.20	\$40.20

¹ DS-3 capability is provided where the Customer does not desire channelization to DS-1 or DS-0 channel levels. This interface should not be provided where DS-1 and DS-0 level signals are provided at that system's termination point. However, if a DS-3 signal is extended from the DS-1/DS-3 Channel Service Option 1 System serving central office to a remote central office, a DS-3/DS-1 multiplexer may be ordered at the remote C.O. by a Customer to derive DS-1 channel levels at rates contained in Section 5.2.4.A.2 following.

² DS-1 capability is only available in groups of four DS-1s. When existing DS-1 capacity is exhausted, the Customer must request additional DS-1 service in groups of four DS-1 channels. Each DS-1 can transport 24 DS-0 channels.

³ This feature may not be available with lines utilizing the Clear Channel Capability line.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 DS-1/DS-3 Channel Service (Cont'd)

5.2.4 Rates and Charges (Cont'd)

A. Basic DS-1/DS-3 Channel Service (Cont'd)

1. DS-1/DS-3 Channel Service Option 1 System (One DS-3 Capacity)
(Cont'd)

a. (Cont'd)

		<u>Non- recurring Charge</u>	<u>Month To Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
III.	<u>Electrical Interface Equipment - Customer Premises</u>					
i.	Per DS-3	\$610.00	\$1112.80	\$87.50	\$87.50	\$87.50
ii.	Per DS-1 ¹	\$280.00	\$23.70	\$19.30	\$19.30	\$19.30
iii.	DS-1 Automatic protection switching ²	\$60.00	\$49.00	\$44.60	\$44.60	\$44.60

¹ DS-1 capability is only available in groups of four DS-1s. When existing DS-1 capacity is exhausted, the Customer must request additional DS-1 service in groups of four DS-1 channels. Each DS-1 can transport 24 DS-0 channels.

² This feature may not be available with lines utilizing the Clear Channel Capability.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 DS-1/DS-3 Channel Service (Cont'd)

5.2.4 Rates and Charges (Cont'd)

A. Basic DS-1/DS-3 Channel Service (Cont'd)

2. DS-1/DS-3 Channel Service Option 2 System (Three DS-3 Capacity)

- a. Includes photonic common equipment and first one-half (½) air mile of local channel fiber optic facilities. Additional specific interface equipment is required, as contained in Section 5.2.4.A.2.a.i.ii following. Where channelization is desired to provide DS-1 and DS-0 channels then a DS-3/DS-1 multiplexer must also be utilized in the central office and/or at a Customer's premises as contained in Sections 5.2.4.A.2.II and 5.2.4.A.2.III following. Mileage charges are as contained in Section 5.2.4.B following. Channelization for individual analog and digital services is contained in Sections 5.2.4.C and 5.2.4.D following.

	<u>Non- recurring Charge</u>	<u>Month To Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
I. <u>DS-1/DS-3 Channel Service Option 2 Basic System¹</u>					
i. Per System	\$3,305.00	\$4,284.00	\$3,492.00	\$3,371.00	\$3,250.00
ii. Per DS-3 Electrical Interface ²	\$1,215.00	\$120.60	\$93.00	\$93.00	\$93.00
iii. Per DS-3 Automatic protection switching ²	\$225.00	\$90.80	\$76.50	\$76.50	\$76.50

¹ Month-to-month rates are only available at the end of a contract rate period.
² This includes both C.O. and Customer premises equipment. Each DS-1/DS-3 Channel Service Option 2 System can support a maximum of three DS-3 signals.

Issued: November 30, 2000

Effective:

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 DS-1/DS-3 Channel Service (Cont'd)

5.2.4 Rates and Charges (Cont'd)

A. Basic DS-1/DS-3 Channel Service (Cont'd)

2. DS-1/DS-3 Channel Service Option 2 System (Three DS-3 Capacity)
(Cont'd)

a. (Cont'd)

	<u>Non-recurring Charge</u>	<u>Month To Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
ii. <u>DS-3/DS-1 Multiplexers - Central Office</u>					
i. Per DS-3/DS-1 Multiplexer ^{1,2}	\$555.00	\$852.00	\$709.00	\$687.00	\$665.00
ii. Per DS-1 Electrical Interface ³	\$170.00	\$20.40	\$16.00	\$16.00	\$16.00
iii. DS-1 Automatic protection switching ⁴ (one per DS-3/DS-1 multiplexer)	\$60.00	\$44.60	\$40.20	\$40.20	\$40.20

¹ This DS-3/DS-1 multiplexer is suitable for use separately with interoffice channel links as appropriate.

² Each DS-3/DS-1 multiplexer requires DS-1 electrical interface equipment and can accommodate a maximum of 28 DS-1 signals. Automatic protection switching of a DS-3 electronic signal is included with the multiplexer.

³ DS-1 capability is only available in groups of four DS-1s. When existing DS-1 capacity is exhausted, the Customer must request additional DS-1 service in groups of four DS-1 channels. Each DS-1 can transport 24 DS-0 channels.

⁴ This feature may not be available with lines utilizing the Clear Channel Capability.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 DS-1/DS-3 Channel Service (Cont'd)

5.2.4 Rates and Charges (Cont'd)

A. Basic DS-1/DS-3 Channel Service (Cont'd)

2. DS-1/DS-3 Channel Service Option 2 System (Three DS-3 Capacity)
(Cont'd)

a. (Cont'd)

	<u>Non- recurring Charge</u>	<u>Month To Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
III. <u>DS-3/DS-1 Multiplexers - Customer Premises</u>					
i. Per DS-3/DS-1 Multiplexer ¹	\$555.00	\$797.00	\$676.00	\$654.00	\$632.00
ii. Per DS-1 Electrical Interface ²	\$280.00	\$23.70	\$19.30	\$19.30	\$19.30
iii. DS-1 Automatic protection switching ³ (one per DS-3/DS-1 multiplexer)	\$60.00	\$49.00	\$44.60	\$44.60	\$44.60

¹ Each DS-3/DS-1 multiplexer requires DS-1 electrical interface equipment and can accommodate a maximum of 28 DS-1 signals. Automatic protection switching of a DS-3 electronic signal is included with the multiplexer.

² DS-1 capability is only available in groups of four DS-1s. When existing DS-1 capacity is exhausted, the Customer must request additional DS-1 service in groups of four DS-1 channels. Each DS-1 can transport 24 DS-0 channels.

³ This feature may not be available with lines utilizing the Clear Channel Capability.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 DS-1/DS-3 Channel Service (Cont'd)

5.2.4 Rates and Charges (Cont'd)

B. Mileage Charges

	<u>Non- recurring Charge</u>	<u>Month To Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
1. <u>Local Channels (for DS-1/ DS-3 Channel Service Option 1 and 2) ¹</u>					
a. First one-half mile (Included in System Charge)	-	-	-	-	-
b. Each additional one-half mile	--	\$368.00	\$302.00	\$291.00	\$274.50
2. <u>Interoffice Channels ¹</u> (Automatic protection switching of DS-3 data rates is assured in interoffice facilities.)					
a. Per DS-3, first mile	\$720.00	\$1,347.00	\$1,215.00	\$1,149.00	\$1,061.00
b. Per DS-3, each additional mile	--	\$258.00	\$219.50	\$203.00	\$192.00

¹ Month-to-month rates are only available at the end of a contract rate period.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.2 DS-1/DS-3 Channel Service (Cont'd)

5.2.4 Rates and Charges (Cont'd)

C. Transfer Charges

Nonrecurring Charge

1. Transfer Between Customers

Per transfer

\$411.40

D. Switching Arrangements, Multipoint/multistation Bridging and Data Conditioning Rates

Rates and charges are those that would be applicable to single channel services.

E. Route Diversity

Customer rates and charges for physical route diversity will be negotiated on an individual case basis.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service****5.3.1 General**

- A. This service is a dedicated, high capacity, network designed to provide increased reliability and functionality via a self-healing ring topology between multiple Customer designated locations and Company Central Offices where facilities can be made available as determined by the Company. This network consists of fiber routed through local, alternate central office, internodal and/or interoffice channel facilities that transmit DS-1 and/or DS-3 channel services simultaneously over primary and alternate paths between Customer designated locations and Company Central Offices. This ring topology will continually monitor DS-1 and/or DS-3 service quality, detect any failure within the system, and automatically self-heal itself around a point of failure to ensure the flow of DS-1 and/or DS-3 Services between locations within the self-healing network.
- B. This service is available at OC-3 and OC-12 channel capacities. OC-3 service capacity may be configured to allocate three DS-3s, 84 DS-1s, or a combination of DS-3s and DS-1s equivalent to a capacity of three DS-3s, for each node. The Customer must specify the allocation at each node with the initial request. Channel Interface Capacity Reallocation allows the Customer to reallocate the DS-3 and/or DS-1 capacity to the nodes subsequent to the initial configuration. Channel interfaces must be symmetrically allocated, e.g., an originating DS-1 channel interface must have a corresponding terminating DS-1 channel interface.
- C. This service is connectible at Company central offices to any 44.736 Mbps and/or 1.544 Mbps services as provided in Section 5 of this Tariff. Rates and charges for such other services are as set forth in the applicable sections of this Tariff for such other services.
- D. The Customer must provide suitable floor space, controlled environment, and source of non-switched suitable power to support this service.

Issued: November 30, 2000

Effective:

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)****5.3.1 General (Cont'd)**

- E. Where the Customer provides two separate entrance facility cable routes for this service, the primary and alternate facilities will be separate and will enter the Customer node over such different routes. When the Customer requests two separate routes at a Customer Node via two Local Channels and Telephone Company facilities do not exist for the second Local Channel, the Telephone Company may provide an equivalent second Local Channel via an existing alternate route. When facilities become available for the second Local Channel, the Telephone Company may rearrange the alternate route at any time.
- F. The compatibility requirements, technical specifications, and generic requirements for this service terminated at the Customer's designated locations are referenced in Technical Reference ANSI T1.404-1989 and ANSI T1.403-1989.
- G. DS-3 interface combinations and technical specifications are referenced in Bellcore TR-INS-000342.
- H. DS-1 interface combinations and technical specifications are referenced in Bellcore TR-NPL-000054.
- I. DS-3 high capacity service channels have a performance objective of 99.5 percent error-free seconds over a continuous twenty-four (24) hour period. Self-healing multi-nodal DS-1 high capacity service channels have a performance objective of 99.95 percent error-free seconds over a continuous twenty-four (24) hour period.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)****5.3.2 Application of Rates**

- A. Monthly rates and charges as specified in Section 5.3.4 following apply for each service. The dedicated, high capacity, DS-1 and/or DS-3 channels provided through this service are available at OC-3 and OC-12 channel capacities. Rate categories include Customer Nodes, Central Office Nodes, Local Channels, Alternate Central Office Channels, Interoffice Channels and Internodal Channels. Channel Interfaces are required at each node on the network to activate individual DS-1 and/or DS-3 capabilities and must be associated with a service. The quantity of channel interfaces ordered may not exceed the capacity ordered. When a 28 DS-1 Channel System is utilized to activate DS-1 channels, the appropriate number of DS-1 Channel Interfaces are required in lieu of an originating or terminating DS-3 Channel Interface.
- B. Nonrecurring charges for Local, Alternate Central Office, Interoffice and Internodal Channels apply for each channel. When the Customer requests two separate routes and the routing is provided as described in Section 5.3.1.E. preceding, charges apply for the Local Channels and any Interoffice Channels on the requested route. If the Company rearranges the alternate route, nonrecurring charges do not apply for the second Local Channel. Recurring charges for Local, Alternate Central Office, Interoffice and Internodal Channels apply for each quarter (1/4) air mile increment of the channel. Fractions of a quarter mile will always round up to the next quarter air mile before determining the mileage and applying the rate. For channels which are less than one quarter (1/4) mile, a minimum charge of one quarter (1/4) mile applies.
- C. For Internodal Channels, charges apply as appropriate either for the same wire center area or contiguous serving wire center areas, as specified in Section 5.3.4.A.4.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)****5.3.2 Application of Rates (Cont'd)**

- D. Nonrecurring charges for Customer Nodes and Central Office Nodes apply per node. The initial charge applies to nodes installed with initial installation of a service. Subsequent node charges will apply when a Customer adds an additional node to an established service. Recurring rates for Customer and Central Office Nodes also apply per node.
- E. The rates for Customer Channel Interfaces apply for each origination and for each termination of an activated DS-1 and/or DS-3 at the Customer Node. Nonrecurring charges are established on a per order basis for the first DS-1 and/or DS-3 which originates or terminates at a Customer Node and for each additional DS-1 and/or DS-3 which originates or terminates at the same Customer Node. The recurring rate applies on a per Customer Node basis for each origination and for each termination of an activated DS-1 and/or DS-3 at a Customer Node.
- F. In addition, Customers with DS-3 interfaces at the Customer Node electing to connect with DS-1 services at a Central Office Node, must obtain a 28 DS-1 Channel System, and the appropriate number of DS-1 Channel Interfaces in lieu of a DS-3 Channel Interface. A maximum of 28 DS-1 Channel Interfaces can be activated for each 28 DS-1 System utilized. Nonrecurring charges are established on a per order basis for the first 28 DS-1 Channel System and for each additional 28 DS-1 Channel System at that same Central Office Node. Nonrecurring charges are also established for the first DS-1 Channel Interface which originates/terminates in a 28 DS-1 Channel System and each additional DS-1 Channel Interface which originates/terminates in that same DS-1 Channel System. The recurring rate applies for each 28 Channel System and each DS-1 Channel Interface activated per Central Office Node.
- G. First and Additional Nonrecurring charges will be applied when ordering the same rate element between the same locations with the same installation date.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)****5.3.2 Application of Rates (Cont'd)**

- H. In order to accommodate more flexible customer situations, this service is available under several payment plans: 36 Month Term Payment Plan (24-48 months), 60 Month Term Payment Plan (49-72 months), or 84 Month Term Payment Plan (73-96 months). For all payment plans, the following regulations apply:
- (1) All rate elements, except Channel Interfaces for a given service, whether initially or subsequently ordered, must be provided under the same payment plan with the same service period and are coterminous upon disconnect of the service. Channel Interfaces may be ordered under payment plans equal to or less than the selected payment period for the given service.
 - (2) The rates applicable to a month-to-month payment plan are subject to Company initiated changes.
 - (3) A termination liability charge will be applicable if services provided under a Channel Services Payment Plan (CSPP) arrangement are disconnected prior to the end of the chosen service period. The applicable charge is equal to the number of months remaining in the rate stabilized service period times sixty percent (60%) of the monthly rates for this service which include all Nodes, Channel Interfaces, Local Channels, Alternate Central Office Channels, Internodal Channels and/or Interoffice Channels provided under the CSPP arrangement. For services under the month-to-month payment plan, a termination charge is equal to the number of months remaining in the twelve month minimum times the month-to-month rates in effect for this service at the time of termination.
 - (4) When a service period under an existing CSPP arrangement is completed and a Customer elects to revert to a month-to-month payment option, no minimum period is applicable.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)

5.3.2 Application of Rates (Cont'd)

H. (Cont'd)

- (5) Additions of services or rate elements, for activating spare or unused capacities of a service under a CSPP arrangement, must be activated at the same rates and charges specified under the existing CSPP arrangement. Channel interfaces may be ordered as specified in Section 5.3.2.H(1) preceding.
- (6) Additions of services or rate elements, i.e. new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under a new CSPP arrangement at rates and charges as specified in Section 5.3.2.H(1) preceding. The new CSPP arrangement must be at least twenty-four (24) months and must be coterminous with the CSPP arrangement for the existing service.
- (7) All customers ordering a new service or upgrading existing service under a CSPP will benefit from a special promotional offering to waive nonrecurring charges associated with ring level billing. All service customers under a Special Service Arrangement contract will benefit from the special promotional offering to waive nonrecurring charges associated with ring level billing. Ring level billing is defined as billing for the following rate elements: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. Billing for Customer Channel Interfaces and Central Office Channel Interfaces recurring and nonrecurring charges will be effective upon activation to the service.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)

5.3.2 Application of Rates (Cont'd)

H. (Cont'd)

(7) (Cont'd)

In addition, termination liability charges are also waived for upgrades to these services. Specific requirements must be satisfied in order for charges to be waived as follows:

- a. The Customer's service, to which the network services are reconfigured, must be ordered under a CSPP. However, individual DS-1 and/or DS-3 channel interfaces associated with this service may be provided under month-to-month terms if the existing services were provided under month-to-month rates.
- b. Special promotional waivers will be processed as projects for each Customer designated location, and all associated connect and disconnect orders must be placed at the same time. Reconfiguration work must be completed within twelve (12) months of the Customer order date. Only one reconfiguration plan will be permitted per Customer location.
- c. Special promotional waivers shall not apply when the service is moved by the Customer from one location to another.
- d. In the event the service is disconnected at the Customer's request prior to the expiration of the CSPP, full nonrecurring charges associated with ring level billing will apply.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)****5.3.2 Application of Rates (Cont'd)**

- I. Service for Local Channel, Alternate Central Office Channel and Internodal Channel rates are distance sensitive. They are measured per quarter airline mile or fraction thereof from the Customer's designated premises to the Serving Wire Center, Alternate Central Office, or other Customer Nodes. V&H coordinates are derived for each Customer location through the use of longitude and latitude measurements. Using the V&H coordinate method as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, compute the mileage, convert to quarter miles, and multiply the appropriate per quarter mile rate by the distance involved. Any portion of a quarter mile will always round up to the next quarter mile before determining the mileage and applying the rate. For channels which are less than one quarter (1/4) mile, a minimum charge of one quarter (1/4) mile applies.

- J. The service Interoffice Channel mileage is calculated per quarter airline mile between two directly connected central offices on the ring. Interoffice Channel mileage is computed by using the V&H coordinates method as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. To determine the rate to be billed, multiply the appropriate per quarter mile rate by the distance involved. Fractions of a quarter mile always round up to the next quarter mile before determining the mileage and applying the rate. For channels which are less than one quarter (1/4) mile, a minimum charge of one quarter (1/4) mile applies.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)

5.3.3 Architecture

A. The Service

The service configuration utilizes a multi-nodal ring architecture which is specified jointly by the Company and the Customer. The minimum configuration provides dedicated DS-3 (44.736 Mbps) and/or DS-1 digital services and must include at least three nodes. One must be a Central Office Node in a Company Central Office and one must be a Customer Node at a Customer's designated location. Additional nodes may be any combination thereof. The maximum number of nodes will be determined based on equipment capability. The nodes are connected by service Local Channels, Alternate Central Office Channels, Interoffice Channels and Internodal Channels as applicable. The service may be connected to other DS-3/DS-1 services only at Central Office Nodes. Applicable rate elements for this service are: - Customer Node (at least one), provides ring switching capabilities at Customer designated locations other than Company Premises that are part of the service. This rate element offers OC-3 and OC-12 network capacities and requires the Customer to obtain the appropriate number of service DS-3 and/or DS-1 Customer Channel Interfaces.

- Customer Channel Interface (one for each originating/terminating activated DS-3 and/or DS-1 for each Customer Node), provides DS-3 and/or DS-1 channelization that may take place at each Customer node of this service. The Customer Channel Interface applies for every DS-3 and/or DS-1 that originates or terminates at a Customer Node.
- Central Office Node (at least one), provides ring switching capabilities at Company Central Offices that are a part of Self-Healing Multi-Nodal Alternate Route Topology Ring Service. This rate element offers OC-3 and OC-12 network capacities and requires the Customer to obtain the appropriate number of service DS-3 and/or DS-1 Central Office Channel Interfaces.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)

5.3.3 Architecture (Cont'd)

A. The Service (Cont'd)

- Central Office Channel Interface (one for each originating/terminating activated DS-3 and/or DS-1 for each Central Office Node or one for each 28 DS-1 Channel System and associated DS-1 Channel Interfaces for each activated DS-3), provides DS-3 and/or DS-1 channelization that may take place at each Central Office Node located on this service. The DS-3 and/or DS-1 Central Office Channel Interface rate element applies for every DS-3 and/or DS-1 channel that originates or terminates at a Central Office Node. Customers with DS-3 interfaces at the Customer Node, electing to connect with DS-1 services at a Central Office Node, must obtain a 28 DS-1 Channel System.
- Local Channel (at least one for each Customer Node which is directly connected to the serving wire center), provides for the communications path between a Customer Node and the serving wire center of the premises where located.
- Alternate Central Office Channel (at least one for each Customer Node which is directly connected to an Alternate Central Office), provides for the communications path between a Customer Node and an Alternate Central Office.
- Interoffice Channel (one for each path between each two directly connected Company Central Offices), provides for the communications path between directly connected Company Central Offices located on a service.

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Effective:

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)

5.3.3 Architecture (Cont'd)

A. The Service (Cont'd)

- Internodal Channel (one for each path between two directly connected Customer Nodes), provides for the communications path between two directly connected Customer Nodes located (a) in the same Serving Wire Center area or (b) in the same Office Park/Campus Environment or contiguous property, located in contiguous Serving Wire Center areas.
- Channel Interface Capacity Reallocation (one per node per occurrence), allows the Customer to reallocate DS-3 and/or DS-1 capacity interfaces at each node subsequent to the initial service installation. For example, a Customer may initially allocate, activated or spare, 84 DS-1s at each node on the ring and may subsequently request Channel Interface Capacity Reallocation to drop one DS-3 and 56 DS-1s at each node, or other combination of DS-3s and/or DS-1s equivalent to an OC-3 Network Capacity.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)****5.3.4 Rates and Charges****A. Self-healing Multi-nodal Alternate Route Topology Ring Service**

	<u>Non- recurring Charge</u>	<u>Month To Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
1. Local Channel Mileage Rates (OC-3 or OC-12 capacity)					
a. Per Local Channel, per first quarter air mile	\$577.00	\$120.00	\$104.00	\$93.00	\$82.00
b. Per additional quarter air mile	--	\$120.50	\$104.00	\$93.00	\$82.00
2. <u>Alternate Central Office Channel Mileage Rates</u> (OC-3 or OC-12 capacity)					
a. Alternate C.O. Channel, per channel, per first quarter air mile	\$577.00	\$758.50	\$401.00	\$329.50	\$302.00
b. Per additional quarter air mile	--	\$758.50	\$401.00	\$329.50	\$302.00

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)****5.3.4 Rates and Charges (Cont'd)****A. Self-healing Multi-nodal Alternate Route Topology Ring Service (Cont'd)**

	<u>Non- recurring Charge</u>	<u>Month To Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
3. <u>Interoffice Channel Mileage Rates</u>					
a. Per Channel, Per Fixed OC-3 or OC-12 capacity	\$214.00	--	--	--	--
b. Fixed, OC-3 capacity	--	\$60.00	\$49.00	\$43.50	\$38.00
c. Fixed, OC-12 capacity	--	\$164.50	\$148.00	\$131.50	\$120.50
d. Per quarter air mile (OC-3 or OC-12 capacity)	--	\$54.50	\$49.00	\$38.00	\$32.50

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)

5.3.4 Rates and Charges (Cont'd)

A. Self-healing Multi-nodal Alternate Route Topology Ring Service (Cont'd)

	<u>Non- recurring Charge</u>	<u>Month To Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
4. <u>Internodal Channel Mileage Rates</u>					
a. Per Internodal Channel, Same Wire Center area, per first quarter air mile	\$577.00	\$1,545.00	\$593.50	\$461.50	\$384.50
b. Per additional quarter air mile, Same Wire Center	--	\$1,545.00	\$593.50	\$461.50	\$384.50
c. Per Internodal Channel, Same Office Park/Campus Environment in Contiguous Serving Wire Center areas, per first quarter air mile	\$577.00	\$1,765.00	\$720.00	\$516.50	\$434.00
d. Per additional quarter air mile, same Office Park/Campus Environment in contiguous Serving Wire Center areas	--	\$1,765.00	\$720.00	\$516.50	\$434.00

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Effective:

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)

5.3.4 Rates and Charges (Cont'd)

A. Self-healing Multi-nodal Alternate Route Topology Ring (Cont'd)

	<u>Nonrecurring Charge</u>		<u>Month To</u> <u>Month</u>	<u>24 to 48</u> <u>Months</u>	<u>49 to 72</u> <u>Months</u>	<u>73 to 96</u> <u>Months</u>
	<u>Initial</u>	<u>Subsequent</u>				
5. <u>Customer</u> <u>Node</u> (per Node)						
a. OC-3 capacity	\$500.00	\$758.50	\$2,535.00	\$1,765.00	\$1,545.00	\$1,325.00
b. OC-12 capacity	\$527.50	\$786.00	\$3,954.00	\$3,404.00	\$3,156.50	\$2,826.50
6. <u>Customer</u> <u>Channel</u> <u>Interface</u> (per Node)						
a. Per DS-1 on OC -3	\$324.00	\$197.50	\$54.50	\$43.50	\$58.00	\$32.50
b. Per DS-3 on OC-3	\$247.00	\$153.50	\$258.00	\$208.50	\$197.50	\$186.50
c. Per DS-3 on OC-12	\$241.50	\$148.00	\$192.00	\$153.50	\$148.00	\$142.50

Issued: November 30, 2000

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)

5.3.4 Rates and Charges (Cont'd)

A. Self-healing Multi-nodal Alternate Route Topology Ring (Cont'd)

	<u>Nonrecurring Charge</u>		<u>Month To Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
	<u>Initial</u>	<u>Subsequent</u>				
7. <u>Central Office Node (per Node)</u>						
a. OC-3 capacity	\$467.00	\$615.50	\$1,545.00	\$1,215.00	\$1,105.00	\$995.00
b. OC-12 capacity	\$527.50	\$753.00	\$2,953.00	\$2,513.00	\$2,293.00	\$1,963.00
8. <u>Central Office Channel Interface (per Central Office Node)</u>						
a. Per DS-1 on OC -3	\$192.00	\$142.50	\$49.00	\$43.50	\$38.00	\$32.50
b. Per DS-3 on OC-3	\$307.50	\$208.50	\$219.50	\$159.00	\$148.00	\$137.00
c. Per DS-3 on OC-12	\$291.00	\$219.50	\$131.50	\$104.00	\$98.50	\$93.00
d. Per 28 DS-1 Channel System	\$285.50	\$203.00	\$775.00	\$665.00	\$610.00	\$582.50
e. Per DS-1 on 28 DS-1 Channel System	\$258.00	\$175.50	\$24.80	\$20.40	\$18.20	\$16.00

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.3 Self-Healing Multi-Nodal Alternate Route Topology Ring Service (Cont'd)

5.3.4 Rates and Charges (Cont'd)

A. Self-healing Multi-nodal Alternate Route Topology Ring (Cont'd)

9. Channel Interface Capacity Reallocation

	<u>Nonrecurring Charge</u>
Per Node, Per occurrence	\$319.00

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service

5.4.1 General

- A. Shared DS-1 Service is furnished for Private Line IntraLATA Communications by the Company.
- B. Shared DS-1 Service is a service for transmission of digital signals only and uses only digital transmission facilities.
- C. Shared DS-1 Service is a shared high capacity network service capable of providing a 1.544 Mbps transport link with high performance and reliability parameters and a level of redundancy/diversity designed to limit a single event from interrupting service.
- D. This service is available only in those locations within specified Shared DS-1 Service Areas which the Company determines can be incorporated into the Shared DS-1 Service network enabling the Company to provide the specified level of performance and reliability. For locations where a Customer requests Shared DS-1 Service and facilities are not available, construction charges will apply as set forth on Section 4.1.7 preceding.
- E. Shared DS-1 Service Areas are identified in the NATIONAL EXCHANGE CARRIER TARIFF (NECA) F.C.C. No. 4.
- F. The technical specifications and standard network interfaces for Shared DS-1 Service are contained in BellSouth Services Technical Reference Publication 73575. This publication is available from BellSouth Services Documentation Operations, North W5A1, 3535 Colonnade Parkway, Birmingham, Alabama 35243.
- G. DS-1s carried over Synchronous Optical Network (SONET) transport systems can incur phase transients as a result of pointer adjustments. In some instances timing problems could surface in Customer's equipment with Stratum 3 or better clocks. This may result in the Customer's clock disqualifying its synchronization reference, generating an alarm and/or selecting an alternate reference or entering holdover. To insure proper operation, channelized DS-1 circuits must comply with Bellcore Technical Advisory, TA-NWT-000436, Digital Synchronization Network Plan, and ANSI T1.101-1994. When timing is taken from a Company transported DS-1, the Customer's equipment must be capable of accommodating SONET pointer adjustments.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service (Cont'd)

5.4.2 Regulations

A. Description of Service

1. Shared DS-1 Service provides a transport link between a Customer designated premises where the network is accessed and (a) another Customer designated premises, in the same Shared DS-1 Service Area or (b) a serving wire center in the same Shared DS-1 Service Area for connection to (i) DS-1/DS-3 Channel Service, or (ii) a Shared DS-1 Service Area Junction of another Shared DS-1 Service area in the same Metropolitan Area.
2. The performance objectives for Shared DS-1 Service are as follows:
 - a. Meet or exceed 99.99 percent Circuit Availability on a monthly basis. This objective applies except where a Customer's equipment is disconnected and/or inoperative.
 - b. Meet or exceed 99.95 percent Error Free Seconds on a monthly basis.
 - c. Meet or exceed .009 percent Severely Errored Seconds on a monthly basis.
3. The performance guarantee for Shared DS-1 Service is as follows:
 - a. Guaranteed Service Installation - the Company will meet negotiated due date or credit an amount equal to the nonrecurring charge according to the Service Installation Guarantee described in Section 5.4.2.B.
 - b. Service Continuity - in the event of primary facility failure, service is guaranteed to switch to an alternate facility path in sixty (60) seconds or less. Failure to meet this guarantee will result in a credit as described in Section 5.4.2.E.2 following where the trouble is in the network on public right-of-way.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service (Cont'd)

5.4.2 Regulations

B. Service Installation Guarantee

1. The Company assures that orders for services to which the Service Installation Guarantee applies will be installed and available for customer use no later than the Service Date which is the date service is to be made available to the customer. The Service Installation Guarantee is applicable only to services as specified in subsequent tariff sections.
2. The failure of the Company to meet this commitment will result in the credit of an amount equal to the nonrecurring charges associated with the individual service having the missed Service Date being applied to the customer's bill. The credit will include only nonrecurring charges associated with the services subject to Service Installation Guarantee, as specified in subsequent sections, for which nonrecurring charges are applicable. The nonrecurring charges will be credited at the rate at which they were billed. The credit will not be provided if a credit of the same nonrecurring charge for the same service is provided under any other provisions of this Tariff.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service (Cont'd)

5.4.2 Regulations (Cont'd)

B. Service Installation Guarantee (Cont'd)

3. Service Installation Guarantees do not apply:

a. when failure to meet the Service Date occurs because of:

- I. any act or omission of the customer, any other customer or any third party, or of any other entity providing a portion of the service,
- II. labor difficulties, governmental orders, civil commotions, criminal actions against the Company, acts of God, war, or other circumstances beyond the Company's control,
- III. unavailability of the customer's facilities and/or equipment,
- IV. a shortage of facilities that requires message toll and exchange line services take precedence over Private Line services.

b. to service requiring construction charges as set forth in Section 4.1.7,

c. to Specialized Service or Arrangements or Individual Case Basis filings,

d. for jointly provisioned services, and

e. to other telephone companies concurring in the rates and regulations of the Company.

In addition, Service Installation Guarantees will not apply during a declared National Emergency, priority installation of National Security Preparedness (NSEP) telecommunications services shall take precedence.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service (Cont'd)

5.4.2 Regulations (Cont'd)

C. Definitions

Shared DS-1 Service Area Connection

The Shared DS-1 Service Area Connection provides for the connection at the designated premises where the Customer gains access to Shared DS-1 Service and transport to a designated junction in the same Shared DS-1 Service Area.

Shared DS-1 Service Area Junction

The Shared DS-1 Service Area Junction provides for the connection between the Shared DS-1 Service network and (1) another Customer designated premises, in the same Shared DS-1 Service Area or (2) a serving wire center in the same Shared DS-1 Service Area for connection to (a) DS-1 Basic Channelization or DS-1/DS-3 Channel Service, or (b) a Shared DS-1 Service Area Junction of another Shared DS-1 Service Area in the same Metropolitan Area.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service (Cont'd)

5.4.2 Regulations (Cont'd)

C. Definitions

Shared DS-1 Service Area Connection

The Shared DS-1 Service Area Connection provides for the connection at the designated premises where the Customer gains access to Shared DS-1 Service and transport to a designated junction in the same Shared DS-1 Service Area.

Shared DS-1 Service Area Junction

The Shared DS-1 Service Area Junction provides for the connection between the Shared DS-1 Service network and (1) another Customer designated premises, in the same Shared DS-1 Service Area or (2) a serving wire center in the same Shared DS-1 Service Area for connection to (a) DS-1 Basic Channelization or DS-1/DS-3 Channel Service, or (b) a Shared DS-1 Service Area Junction of another Shared DS-1 Service Area in the same Metropolitan Area.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service (Cont'd)

5.4.2 Regulations (Cont'd)

D. Application of Rates

1. Monthly rates and charges as specified in Section 5.4.3 following apply for each Shared DS-1 Service. The transport provided within a Shared DS-1 Service Area is provided at 1.544 Mbps. Rate categories include a Shared DS-1 Service Area Connection, and a Shared DS-1 Service Area Junction.
2. Recurring and nonrecurring charges apply for each Shared DS-1 Service Area connection and Shared DS-1 Service Area Junction.
3. Shared DS-1 Service is available under several payment plans: Month-to-month (with a four (4) month minimum), Plan A (24-48 Months), Plan B (49-72 Months).
4. The rates applicable to a month-to-month payment plan are subject to Company initiated changes. Rates stabilized under a CSPP arrangement are exempt from Company initiated increases, however, decreases for any rate element will automatically flow through to the Customer.
5. A Shared DS-1 Service performance credit, as specified in Section 5.4.2.E.2. will apply.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service (Cont'd)

5.4.2 Regulations (Cont'd)

E. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to Shared DS-1 Service when such connection is made in accordance with the provisions specified in Sections 5.4.2.E.2 and 5.4.2.E.3 following.
2. Responsibility of the Company
 - a. The responsibility of the Company shall be limited to the furnishing and maintenance of Shared DS-1 Service to a network interface on the Customer's premises.
 - b. The Company shall not be responsible for installation, maintenance of any terminal equipment or communications systems provided by a Customer. Shared DS-1 Service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities, the responsibility of the Company shall be limited to furnishing of facilities suitable for Shared DS-1 Service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
 - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
 - the reception of signals by such equipment or systems, or
 - damage to terminal equipment or communication system provided by a Customer or authorized user due to testing.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service (Cont'd)

5.4.2 Regulations (Cont'd)

E. Connections (Cont'd)

2. Responsibility of the Company (Cont'd)

- c. The Company shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of the Company utilized in the provision of Shared DS-1 Service render any facilities or equipment provided by the Customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
- d. The Company undertakes to maintain and repair facilities which it furnishes. The Customer may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without prior written consent of the Company.

5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service (Cont'd)

5.4.2 Regulations (Cont'd)

E. Connections (Cont'd)

3. Responsibility of the Customer

- a. The Customer is responsible for installing and testing his premises equipment or facilities to insure that when they are connected to Shared DS-1 Service such equipment or facilities are operating properly.
- b. The operating characteristics of the Customer premises equipment shall be such as to not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment provided by the Customer does not: endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon that the equipment provided by a Customer is causing or is likely to cause such hazard or interference, the Customer shall take such steps as such steps as shall be necessary to remove or prevent such hazard or interference.
- c. The Customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the Customer will be responsible for all expenses incurred in changes to their premises equipment.
- d. ANSI T1.403-1989 Extended SuperFrame Format (ESF) is required on all circuits in order to assure performance objectives.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service (Cont'd)

5.4.2 Regulations (Cont'd)

F. Payment Arrangements and Credit Allowances

1. The minimum service period for Shared DS-1 Service is four (4) months.
2. For Shared DS-1 Service rate elements, failure by the Company to meet the performance guarantee described in Section 5.4.2.A preceding will prompt a credit equal to one hundred percent (100%) for affected Shared DS-1 Service rate elements. The monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., Shared DS-1 Service Area Connection and Shared DS-1 Service Area Junction). A Customer request for credit will not be required. The credit will be applied through normal administrative processes and the dollar amount will be reflected on the Customer's bill. The credit will apply no more than once per calendar month and shall not exceed the monthly rate for the service.
3. Shared DS-1 Service is eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in Section 5.4.2.B preceding.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service (Cont'd)

5.4.3 Rates and Charges

		<u>Nonrecurring Charge</u>		<u>Month To</u>	<u>Plan A</u>	<u>Plan B</u>
		<u>First</u>	<u>Additional</u>	<u>Month</u>	<u>24 to 48</u>	<u>49 to 72</u>
				<u>Months</u>	<u>Months</u>	
A.	<u>Shared DS-1 Service Area Connection</u>					
1.	<u>1.544 Mbps</u>					
a.	Per Shared DS-1 Service Area Connection	\$473.00	\$154.00	\$401.50	\$269.50	\$258.50
B.	<u>Shared DS-1 Service Area Junction</u>					
1.	<u>1.544 Mbps</u>					
a.	Per Customer Designated Premises	\$473.00	\$154.00	\$159.50	\$110.00	\$88.00
b.	Per Serving Wire Center Connection	\$473.00	\$154.00	\$60.50	\$38.50	\$27.50

C. Service Rearrangements

If the change involves changing a Customer's DS-1 Service, to Shared DS-1 Service, the change will be considered a disconnect of the existing service and full nonrecurring charges will apply for the Shared DS-1 Service. If the existing DS-1 Service is provided under a Channel Services Payment Plan (CSPP) agreement, a change to Shared DS-1 Service under CSPP will be considered an upgrade and termination liability charges will not apply.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service (Cont'd)

5.4.3 Rates and Charges (Cont'd)

D. Moves

1. A move involves a change in the physical location of one of the following:
 - a. The point of interface at the Customer premises.
 - b. The Customer's premises.
2. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.
 - a. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one-half the nonrecurring charge. There will be no change in the minimum period requirements. If a move is made at the same time a service rearrangement is made, the total charge will never exceed a full nonrecurring charge for the basic service.

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Effective:

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service (Cont'd)

5.4.3 Rates and Charges (Cont'd)

D. Moves (Cont'd)

2. (Cont'd)

b. Moves To a Different Building

For Shared DS-1 Service point-to-point arrangements within the same Shared DS-1 Service area, moves to a different building will be treated as a service move rather than a discontinuance and start of service. Nonrecurring charges will apply for the Shared DS-1 Service Area Connection or the Shared DS-1 Service Area Junction at the location being moved.

For Shared DS-1 Service point-to-point arrangements with termination points in different Shared DS-1 Service Areas, a move to a different building within the same Shared DS-1 Service Area will be treated as a service move rather than a discontinuance and start of service. Nonrecurring charges will apply for the Shared DS-1 Service Area Connection or the Shared DS-1 Service Area Junction at the location being moved.

For Shared DS-1 Service point-to-point arrangements with terminating points in different Shared DS-1 Service Areas, a move to a different building in a different Shared DS-1 Service Area will be treated as a discontinuance and start of service. All associated nonrecurring charges will apply.

The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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Effective:

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.4 Shared DS-1 Service (Cont'd)

5.4.3 Rates and Charges (Cont'd)

- E. A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The termination charge is equal to the applicable rate per element for the current contract multiplied by the difference in months between the time the CSPP contract has been in effect and the minimum contract length multiplied times a factor. The factor is fifty percent (50%) for contracts that have been in effect twelve (12) months or less, or twenty percent (20%) for contracts that have been in effect longer than twelve (12) months.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.5 Diverse Loop DS-1 Service

5.5.1 General

- A. DS-1 Service is furnished for Private Line IntraLATA Communications by the Company.
- B. DS-1 Service is a service for transmission of digital signals only and uses only digital transmission facilities.
- C. DS-1 Service is a fiber-based high capacity network service providing a 1.544 Mbps transport link with high performance and reliability parameters. This service utilizes structurally diverse loop facilities designed to limit single points of failure between a Customer's location and its normal serving wire center.
- D. DS-1 Service is available to Customer locations where existing loop facilities are fiber-based and utilize structurally diverse routes. For locations where loop facilities are not available to satisfy Customer requests for Diverse Loop DS-1 Service, special construction charges will apply as set forth in Section 4.1.7.
- E. The technical specifications and standard network interfaces for Diverse Loop DS-1 Service are contained in BellSouth Technical Reference Publication 73525. This publication is available from Regional Documentation Services, 600 North 19th Street, 20th Floor, Birmingham, Alabama 35203.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.5 Diverse Loop DS-1 Service (Cont'd)****5.5.2 Regulations (Cont'd)****A. Description of Service**

1. Diverse Loop DS-1 Service utilizes a self-healing diverse fiber-based local channel (loop) transport link between a Customer designated premises and the normal serving wire center.
2. Diverse Loop DS-1 Service is furnished on a link (partial) basis for connection at the normal serving wire center to another Diverse Loop DS-1 Service, Centrex Type Services,¹ DS-1/DS-3 Channel Service or service under Section 5.3. Connectivity between Diverse Loop DS-1 Service and these other services may be provided via a DS-1 Service Interoffice Channel between central offices.
3. All appropriate rates, charges, rules and regulations specified in other tariff sections for connected services are in addition to those for Diverse Loop DS-1 Service specified in this Tariff.
4. Performance objectives for Diverse Loop DS-1 Service between the Customer's location and the serving wire center are as follows:
 - a. Meet or exceed 99.98 percent Circuit Availability.
 - b. Meet or exceed 99.95 percent Error Free Seconds.
 - c. Meet or exceed .010 Severely Errored Seconds.

The objectives apply except when a Customer's equipment and/or cabling is disconnected and/or inoperative, or when a DS-1 Service Interoffice Channel is used in conjunction with a Diverse Loop DS-1 Service Local Channel. Consult TR73525 for additional information concerning service performance objectives.

¹ Connection from Diverse Loop DS-1 Service to Centrex Type Services may not be available from all serving wire centers.

Issued: November 30, 2000

Effective:

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.5 Diverse Loop DS-1 Service (Cont'd)

5.5.2 Regulations (Cont'd)

A. Description of Service (Cont'd)

5. Performance guarantees for Diverse Loop DS-1 Service are as follows:

a. Service Installation

The Company will meet negotiated due date or credit an amount equal to the month-to-month payment plan nonrecurring charge according to the Service Installation Guarantee provisions described in Section 5.4.2.B preceding.

b. Service Continuity

In the event of primary failure, service is guaranteed to switch to an alternate facility path in sixty (60) seconds or less. Failure to meet this guarantee will result in a credit as described in Section 5.5.2.E.3 following where the trouble is in the local loop facility on public right-of-way.

Issued: November 30, 2000

Effective:

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.5 Diverse Loop DS-1 Service (Cont'd)

5.5.2 Regulations (Cont'd)

B. Definitions

Diverse Loop DS-1 Service Local Channel

The Diverse Loop DS-1 Service Local Channel provides for the connection between a Customer's designated premises to their serving wire center.

C. Application of Rates

1. Monthly rates and charges as specified in Section 5.5.3.A following apply for each Diverse Loop DS-1 Service local channel.
2. Recurring and nonrecurring rates and charges apply for each Diverse Loop DS-1 Service. Nonrecurring charges will not apply for the Diverse Loop DS-1 Service Local Channel rate element when Diverse Loop DS-1 Service is furnished under a payment plan other than month-to-month. Available payment plans are described in Section 5.5.2.C.3 following.
3. Diverse Loop DS-1 Service is available under several payment plans: Month-to-month (with a one (1) month minimum), Plan A (24-48 Months), Plan B (49-72 Months), and Plan C (73-96 Months).
4. Month-to-month payment plan rates are subject to Company initiated changes. Diverse Loop DS-1 Service rates provided under a CSPP arrangement are exempt from Company initiated rate increases for the duration of the payment plan length selected; however, decreases on recurring rates will flow through to the Customer.
5. A service performance credit as specified in Section 5.5.2.E.3 following will apply.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.5 Diverse Loop DS-1 Service (Cont'd)

5.5.2 Regulations (Cont'd)

D. Connections

1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided Communications Systems may be connected to Diverse Loop DS-1 Service when such connection is made in accordance with the provisions specified in Sections 5.5.2.D.2 and 5.5.2.D.3 following.
2. Responsibility of the Company
 - a. The responsibility of the Company shall be limited to the furnishing and maintenance of Diverse Loop DS-1 Service to a network interface on the Customer's premises.
 - b. The Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications system provided by a Customer. Diverse Loop DS-1 Service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities, the responsibility of the Company shall be limited to furnishing of facilities suitable for Diverse Loop DS-1 Service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
 - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
 - the reception of signals by such equipment or systems, or
 - damage to terminal equipment or communication system provided by a Customer or authorized user due to testing.

Issued: November 30, 2000

Effective:

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.5 Diverse Loop DS-1 Service (Cont'd)

5.5.2 Regulations (Cont'd)

D. Connections (Cont'd)

2. Responsibility of the Company (Cont'd)

- c. The Company shall not be responsible to the Customer if changes in any of the facilities, operations, or procedures of the Company utilized in the provision of Diverse Loop DS-1 Service render any facilities or equipment provided by the Customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
- d. The Company undertakes to maintain and repair facilities which it furnishes. The Customer may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without prior written consent of the Company.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)**5.5 Diverse Loop DS-1 Service (Cont'd)****5.5.2 Regulations (Cont'd)****D. Connections (Cont'd)****3. Responsibility of the Customer**

- a. The Customer is responsible for installing and testing premises equipment or facilities to insure that when they are connected to Diverse Loop DS-1 Service such equipment or facilities are operating properly.
- b. The operating characteristics of the Customer premises equipment shall be such as to not interfere with any of the services offered by the Company. Such use is subject to the further provisions that the equipment provided by the Customer does not: endanger the safety of Company employees or the public; damage, require change in or alteration of the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or other facilities of the Company; impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services. Upon notice that the equipment provided by a Customer is causing or is likely to cause such hazard or interference, the Customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- c. The Customer's responsibility shall include cooperative testing with the Company as may be necessary. Where regeneration and/or equalization adjustments or changes may be required to compensate for rearrangements and/or changes in outside plant facilities, the Customer will be responsible for all expenses incurred in changes to his premises equipment.
- d. When Diverse Loop DS-1 Service is connected at the serving wire center to another service which is provisioned with ANSI T1.403-1995 Extended Superframe Format (ESF) and/or Clear Channel Capability, the Customer will be required to add the same format and/or line code standard to the Diverse Loop DS-1 Service to ensure compatibility. Rates and regulations associated with Clear Channel Capability are located in Section 5.1 of this Tariff.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.5 Diverse Loop DS-1 Service (Cont'd)

5.5.2 Regulations (Cont'd)

E. Payment Arrangements and Credit Allowances

1. The minimum service period for Diverse Loop DS-1 Service is one (1) month.
2. Suspension of service is not allowed.
3. Failure by the Company to meet the performance guarantee described in Section 5.5.2.A.5.b. preceding will result in a credit of an amount equal to the monthly rate billed for the service. Credit for interruptions of sixty (60) seconds or more will be applied through normal administrative processes and the dollar amount will be reflected on the Customer's bill. A Customer must report the outage in order to receive credit. The credit will apply no more than once per calendar month, and shall not exceed the monthly rate for the service.
4. Diverse Loop DS-1 Service is eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in Section 5.4.2.B preceding.

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5 SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.5 Diverse Loop DS-1 Service (Cont'd)

5.5.3 Rates and Charges (Cont'd)

- A. A Diverse Loop DS-1 Service Local Channel is furnished between a Customer's premises and the Serving Wire Center

	<u>Nonrecurring Charge</u>		<u>Month To Month</u>	<u>Plan A</u>	<u>Plan B</u>	<u>Plan C</u>
	<u>First</u>	<u>Additional</u>		<u>24 to 48 Months</u>	<u>49 to 72 Months</u>	<u>73 to 96 Months</u>
(1) Diverse Loop DS-1 Service Local Channel, each 1 ¹						
a. 1.544 Mbps	\$742.50	\$610.50	\$236.50	\$170.50	\$159.50	\$154.00

¹ Nonrecurring Charges do not apply to Diverse Loop DS-1 Service Local Channels provided under a contract plan.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.5 Diverse Loop DS-1 Service (Cont'd)

5.5.3 Rates and Charges (Cont'd)

B. Moves

1. A move involves a change in the physical location of one of the following:
 - a. The point of interface at the Customer premises.
 - b. The Customer's premises.
2. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

a. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one-half ($\frac{1}{2}$) the month-to-month nonrecurring charge. There will be no change in the minimum period requirements. If a move is made at the same time a service rearrangement is made, the total charge will never exceed a full nonrecurring charge for the month-to-month service.

b. Moves To a Different Building

When the move is to a new location in Company territory within the same state, the charge for the move is equal to the sum of all nonrecurring charges applicable to a new Diverse Loop DS-1 Service month-to-month service arrangement at the new location. When the move is to a new location in Company territory in a different state, the move will be treated as a discontinuance and start of service. The Customer will be responsible for satisfying all outstanding minimum period charges for the discontinued service. All applicable nonrecurring charges at the new location will apply.

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5. SERVICE DESCRIPTIONS AND RATES (Cont'd)

5.6 Special Rates for the Handicapped

At this time, the Company does not provide voice based switched interexchange services to end users. At such time the Company commences such services, it will comply with the following regulations regarding rates for the handicapped.

5.6.1 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle.

5.6.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

5.6.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls, discount relay service calls by fifty (50) percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty (60) percent off of the otherwise applicable rate for a non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as credit card surcharge.

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

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November 29, 2000

001742-TX

VIA OVERNIGHT DELIVERY

Blanca S. Bayo, Director
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0870

DEPOSIT DATE
D39210 DEC 01 2000

Re: Application of Telseon Carrier Services, Inc. for Authority to Provide Alternative Local Exchange Service in Florida

Dear Ms. Bayo:

Enclosed for filing on behalf of Telseon Carrier Services, Inc. ("Telseon"), please find an original and six (6) copies of Telseon's application for authority to provide alternative local exchange service in Florida. Please find enclosed a check in the amount of \$250.00 to cover the filing fee for the application. Also enclosed, please find a separate envelope submitted under seal and bearing the appropriate markings, which contains Telseon's confidential financial information submitted in support of this application.

Enclosed for filing on behalf of Telseon Carrier Services, Inc. ("Telseon") is the self-addressed, stamped envelope

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K STREET, N.W. SUITE 300
WASHINGTON, DC 20007

CHECK DATE
11/29/00

CHECK NO. D 126660

Citibank DC Operating
1775 Pennsylvania Avenue, NW
Suite 440
Washington, DC 20006

CHECK AMOUNT
250.00*****

TWO HUNDRED FIFTY AND 00/100 Dollars

TWO SIGNATURES REQUIRED ON CHECK
OVER \$10,000.00

OPERATING ACCOUNT

PAY TO THE ORDER OF

Florida Public Service Commission

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW