

Unite Private Networks, L.L.C. d/b/a Segra  
11215 N. Community House Road, 10<sup>th</sup> Floor  
Charlotte, NC 28277

Arkansas – Tariff No. 3

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**ARKANSAS  
LOCAL EXCHANGE SERVICES  
TELECOMMUNICATIONS TARIFF**

**OF**

**UNITE PRIVATE NETWORKS, L.L.C. d/b/a SEGRA**

Unite Private Networks, L.L.C. d/b/a Segra  
11215 N. Community House Road, 10<sup>th</sup> Floor  
Charlotte, NC 28277

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11215 N. Community House Road, 10<sup>th</sup> Floor, Charlotte, NC 28277

**CHECK LIST**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

| <b><u>SHEET</u></b> | <b><u>REVISION</u></b> |
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| 22                  | Original               |
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\* Signifies new tariff sheets or where sheets have been amended.

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**1. EXPLANATION OF SYMBOLS**

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C)** To signify changed regulation.
- (D)** To signify deleted or discontinued rate, regulation or condition.
- (I)** To signify a change resulting in an increase to a Customer's bill.
- (M)** To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N)** To signify new rate, regulation, condition or sheet.
- (R)** To signify a change resulting in a reduction to a Customer's bill.
- (T)** To signify change in text but no change in rate, rule or condition.

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**2. APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Unite Private Networks, L.L.C. d/b/a Segra to customers within the state of Arkansas.

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### 3. DEFINITIONS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise require:

- A. Bit - The smallest amount of information in the binary system of notation.
- B. Cable Facilities - A copper, coaxial and/or fiber optic cable network with associated repeater amplifiers and coupling devices which provides the path for transmission of signals to or from the Customer's or User's Premises.
- C. Customer - The person, firm, corporation or other legal entity which contracts with the Company to receive telecommunications services from the Company.
- D. Circuit - A communications path of a specific bandwidth or transmission speed between two or more points of termination.
- E. Facilities - All Company-owned or operated equipment and Cable Facilities used to provide telecommunications services.
- F. Individual Case Basis - A service arrangement for private line or private circuit services the Company will make available to Customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line or circuit, non-switched services will be determined on an Individual Customer Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.
- G. Premises - A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.
- H. Private Line Service - An unswitched full-time transmission service utilizing the Facilities to connect two or more designated Customer or User Locations.
- I. Terminating Facilities - All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface connection to which the Customer can connect its equipment. This equipment may include electronic equipment, cable, wiring, connecting panels and blocks.
- I. User - A person, firm, or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

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**4. PROVISION OF SERVICE**

The Company shall provide service to Customers which enter into a written contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions **applicable** to the provision of service by the Company are set forth in this Tariff Contract terms not specifically governed by the Tariff will be individually negotiated with each prospective Customer. The Company will not provide services to any Customer until a contract has been executed.

The Company concurs in the maps and legal descriptions of Southwestern Bell Telephone Company d/b/a AT&T Arkansas on file with the Commission.

**5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES**

A. Conditions for Use: Service may be used for the transmission of information of the Customer provided that:

1. The Customer has entered into a written contract with the Company;
2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this Tariff and the contract entered into between the Customer and the Company.

B. Customer is Responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
2. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or their agents.
3. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
4. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.

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**5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES (Cont'd.)**

**B. Customer is Responsible for (Cont'd.):**

5. The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the Facilities. The Customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.
6. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of service, removing *the* Facilities.
7. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
8. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of agent's authority shall not be binding on the Company.
9. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

**C. Payment of Rates and Charges:** The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer by the fifteenth of each month at the Customer's general office or at such other places as may be designated by the Customer, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the Customer. Undisputed invoices not paid after thirty (30) days are subject to interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 9 of this Tariff.

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**5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES (Cont'd.)**

- D. Complaint Procedures: Unless the parties to the written contract agree to different process, which terms shall govern over this tariff, a Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The Customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. If the Customer is still not satisfied, Customer should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Customer Service Department  
Attn: Unite Private Networks, L.L.C. d/b/a Segra  
11215 N. Community House Road, 10<sup>th</sup> Floor  
Charlotte, NC 28277  
866-813-3608

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## 6. OBLIGATIONS OF THE COMPANY

- A. Undertakings: The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnished to the Customer, unless otherwise specified in the contract entered into between the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.
- B. Limitations: The Company shall not be responsible for installation, operation or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The Responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.
- C. Liability and Indemnification:
1. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents. The Company's liability for gross negligence or willful misconduct is not limited by this tariff,
  2. The sole remedy for a Customer or User with respect to failure of the Company to maintain proper standards or maintenance and operation or failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User. To the extent such regulations are applicable to the particular service at issue, or unless the parties to the written contract agree to different process, which terms shall govern over this tariff, the Company follows the Credits and Credit Allowances procedures.

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**6. OBLIGATIONS OF THE COMPANY (Cont'd.)**

**C. Liability and Indemnification (Cont'd.)**

3. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage or destruction ☐f any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.
4. The Company shall not be liable for any defacement of or damage to the Premises of a Customer or User resulting from the furnishing of Facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.
5. The Company shall be indemnified and saved harmless by the Customer or User against:
  - (a) Claims for libel, slander and infringement or copyright arising from the material transmitted over the Facilities.
  - (b) Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and
  - (c) All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.

**D. Provision of Facilities:**

1. Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.
2. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

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## 7. SPECIAL CONSTRUCTION

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User and upon determination by the Company that such charge should apply in the particular instance.

- A. Survey and Design. Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges therefore. Failure to agree on the performance of such studies, the acceptability thereof, or the charges therefore, shall constitute grounds for denial of the requested service by the Company.
- B. Charges for Special Construction. All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the Customer, regardless of the projected charges for the provision of service by the Company.

## 8. SPECIAL CHARGES

- A. Out-of-Normal Work Hours: The charges specified in this Section T do not contemplate work being performed by Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than during normal working hours or days (8:00 a.m. to 4:30 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Company for overtime and materials.
- B. Maintenance and Service Charge: The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment or Facilities is attributable to the Customer or User or their agents. Said cost shall be based upon the current labor rate and material costs of the Company in effect at the time of the visits.

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## 9. SERVICE CANCELLATIONS

### A. Discontinuance of Service by the Company:

The Company, by such written notice to the Customer as specified in the contract between the Customer and the Company, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

1. Non-payment of any sum due to the Company by a Customer; or
2. A breach of any of Customer's representations or warranties contained in the contract between the Customer and Company, or a violation by the Customer of any term or condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Customer and the Company.

### B. Cancellation of Service by the Customer Prior to End of the Contract Period:

When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

### C. Cancellation of Application for Service:

When the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of facilities for a Customer is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

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**10. SERVICE INTERRUPTIONS**

- A. General: The Company agrees to use its best efforts to assure continuous full time operation of the service. The Customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.
- B. Service Restoration: The Company agrees to use its best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its best efforts to minimize the duration of any service interruption.
- C. Liability: The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages as the result of any service interruption. The Company's liability for gross negligence or willful misconduct is not limited by this Tariff.
- D. Credits: The amount of credit for any service interruption, if any, shall be specified in the contract between the Customer and the Company.

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## 11. MOE (METRO OPTICAL ETHERNET SERVICES)

### A. DESCRIPTION - GENERAL

MOE (Metro Optical Ethernet) Service is a simple, easily expandable transport service that uses the standard Ethernet transport technology. MOE allows customers to connect via E-Line point to point or E-Lan multiple enterprise locations within a service area using the standard Ethernet protocol. MOE transmission speeds are as low as 5 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 to 100 Mbps and 100 Mbps from 100 to 1,000 Mbps. A MOE customer may request Special Facilities Routing (i.e., Diversity and Avoidance). Technical Specifications for MOE Service are delineated in Unite Technical Manual.

### B. SERVICE ELEMENTS

#### 1. Network Interface Unit (NIU)

The Unite network interface unit is the point of interconnection between Unite communications facilities and the customer-provided facilities. The network interface unit is the point of demarcation on the customer's premises where Unite's responsibility for the provision of MOE Service ends.

#### 2. Access Link

A MOE Access Link connects a customer facility at the NIU to an Ethernet port on the MOE network with a standard optical or copper connection. A customer may request Local Loop Diversity which provides an alternately routed local loop as referenced in Special Facilities Routing as set forth in the Private Line Transport Services tariff.

#### 3. MOE Port

MOE Port is an Ethernet port that is the physical entry point to the shared Metro Optical Ethernet Network. Customers may choose to connect to an electrical 10/100 port or an electrical or optical 1,000 Mbps port on the Unite network.

#### 4. Bandwidth Port

The Bandwidth Port is bandwidth provisioned over the MOE Port. • 10 Mbps MOE Ports: 5 Mbps, 10 Mbps - 100 Mbps MOE Ports: 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 50 Mbps, 60 Mbps, 70 Mbps, 80 Mbps, 90 Mbps and 100 Mbps • 1,000 Mbps MOE Ports: 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 50 Mbps, 60 Mbps, 70 Mbps, 80 Mbps, 90 Mbps, 100 Mbps, 200 Mbps, 500 Mbps and 1,000 Mbps.

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## **11. MOE (METRO OPTICAL ETHERNET SERVICES (Cont'd.)**

### **C. GENERAL TERMS AND CONDITIONS**

In addition to the general terms and conditions, the terms and conditions in this section also apply for MOE

1. MOE can be provided where Unite facilities and equipment are available and technically feasible. Where suitable facilities are unavailable for provision of the service, special ICB (Individual Case Basis) construction of the facilities may be necessary.
2. B. For MOE, the Unite customer will provide equipment space furnished by the customer. This location must be accessible exclusively to the Unite, as if the Unite is the tenant.

### **D. RATE ELEMENTS**

#### **1. MOE Port**

A nonrecurring charge applies per new MOE Port. A nonrecurring charge for a MOE Port will also be assessed for an electrical 10/100 port or optical 1,000 Mbps port on the Unite network.

#### **2. Bandwidth Port**

A monthly rate is assessed per Bandwidth Profile subscribed to and the term plan chosen. Customers may subscribe to one of the following: • 10 Mbps MOE Ports: 5 Mbps, 10 Mbps • 100 Mbps MOE Ports: 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 50 Mbps, 60 Mbps, 70 Mbps, 80 Mbps, 90 Mbps and 100 Mbps • 1,000 Mbps MOE Ports: 10 Mbps, 20 Mbps, 30 Mbps, 40 Mbps, 50 Mbps, 60 Mbps, 70 Mbps, 80 Mbps, 90 Mbps, 100 Mbps, 200 Mbps, 500 Mbps and 1,000 Mbps



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**11. MOE (METRO OPTICAL ETHERNET SERVICES (Cont'd.)**

**E. RATE TERMS AND CONDITIONS**

1. The initial order for MOE must be for a fixed period service rate plan of month to month, one, three or five year fixed service period. MOE customers will not receive rate decreases if Unite decreases the rates during their term plan.
2. A subsequent order to add a MOE Port to an existing fixed-period service pricing plan must be for the remainder of the existing fixed-period service pricing plan, provided the remainder of the existing plan is at least the minimum period of 12 months.
3. A subsequent order to add or change a MOE Port during the fixed period service rate plan will be assessed the nonrecurring charge.
4. A following order to increase a MOE Bandwidth Port during the fixed period service rate plan will not be assessed the MOE Port nonrecurring charge. The monthly rate will be changed to the new MOE Bandwidth Port Charge. The customer may subsequently decrease the MOE Bandwidth Port as low as the originally configured bandwidth without being assessed a Termination Charge. If decreased MOE Bandwidth Port is lower than originally signed for prior to the expiration date of the fixed period service rate plan the Termination Charge will apply.

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# 11. MOE (METRO OPTICAL ETHERNET SERVICES (Cont'd.))

## E. RATE TERMS AND CONDITIONS (Cont'd.)

5. Rates and Charges as set forth in 3.5 will apply. In special circumstances where facilities are not available or technically feasible, or when U. YF UUISZ LI ULLH/H IS required, Rates and Charges may be developed on an individual case basis and will be specified in a Service Agreement between Unite and the customer.

## F. RATES AND CHARGES

### Unite MOE Standard Pricing

Pricing is per node.

Ethernet 10/100 port up to 100

101G Ethernet port for 100-1000 Mbps

|            | MTM 1 year 3 year 5 year |         |         |         | NRC           |
|------------|--------------------------|---------|---------|---------|---------------|
|            | MRC                      | MRC     | MRC     | MRC     |               |
| Mbps       |                          |         |         |         |               |
| 5          | \$600                    | \$570   | \$510   | \$480   | *ICE + \$600  |
| 10         | \$630                    | \$599   | \$536   | \$504   | *ICB + \$600  |
| 20         | \$677                    | \$643   | \$575   | \$541   | *ICE + \$600  |
| 30         | \$724                    | \$687   | \$615   | \$579   | *ICE + \$600  |
| 40         | \$771                    | \$732   | \$655   | \$616   | *1CB 4- \$600 |
| 50         | \$818                    | \$776   | \$694   | \$654   | *ICS + \$600  |
| 60         | \$834                    | \$792   | \$709   | \$667   | *ICE + \$600  |
| 70         | \$851                    | \$808   | \$723   | \$680   | *ICB + \$600  |
| 80         | \$867                    | \$824   | \$737   | \$694   | *ICB + \$600  |
| 90         | \$884                    | \$839   | \$751   | \$707   | *ICB + \$600  |
| 100        | \$900                    | \$855   | \$765   | \$720   | *ICE + \$1200 |
| 200        | \$1,045                  | \$992   | \$888   | \$836   | *ICE + \$1200 |
| 500        | \$1,157                  | \$1,099 | \$983   | \$925   | *ICB \$1200   |
| 1000       | \$1,360                  | \$1,292 | \$1,156 | \$1,088 | *ICB + \$1200 |
| Dark Fiber | *ICE                     | *ICB    | *ICE    | *ICB    | *ICB          |

\* Individual Case Bases, Unite will perform a site analysis and determine cost to build fiber into customer Premise. This ICB will be based on cost for the build discounted based on contract term. All ICE is to be paid in full upon signing contract with Unite or spread out over the term of contract. MRC means Monthly Recurring Cost, and NRC means Non-Recurring Cost.

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## 12. MPL (METRO PRIVATE LINE) SERVICE

### A. DESCRIPTION

#### 1. GENERAL

Metro Private Line Services are comprised of 6 types of services;

DS-3 service is a digital transmission facility of 44.736 Mbps that supports up to 28 DS-1 channels, or 672 analog data, digital data, video or voice channels.

OC-3 service is a network line with digital transmission speed of 155.52 Mbps (payload: 150.336 Mbps; overhead: 5.184 Mbps) using fiber optics. It can be provisioned multiplexed or concatenated (carrying the data from a single source) OC-3C.

OGI2 service is a network line with a SONET rate of 621.84 Mbps (payload: 601.344 Mbps; overhead: 20.736 Mbps) using fiber optics.. It can be provisioned multiplexed or concatenated (carrying the data from a single source) OC-12C.

OC-48 service is a network line with a SONET rate of 2488.32 Mbps (payload: 2405.376 Mbps; overhead: 82.944 Mbps) using fiber optics.. It can be provisioned multiplexed or concatenated (carrying the data from a single source) OC-48C.

OC-I 92 service is a network line with a SONET rate of 9953.28 Mbps (payload: 9621.504 Mbps; overhead: 331.776 Mbps), using fiber optics.. It can be provisioned multiplexed or concatenated (carrying the data from a single source) OC-192C.

MPL service provides customers with dedicated point to point private line connections between two customer locations over a shared fiber optic network. Customer locations can be single buildings, multi-tenant buildings or a carrier POP. Services can be provided where Unite fiber optic facilities are available and technically feasible.

MPL Service can be provided two ways, On-Net to On-Net or On-Net to Off-Net.

**12. MPL (METRO PRIVATE LINE) SERVICE (Cont'd.)**

**A. DESCRIPTION (Cont'd.)**

**1. GENERAL (Cont'd.)**

- (a) On-Net to On-Net is where the customer's both ends of service originate in buildings using facilities that have been provisioned by Unite. Customer sites that are not On-Net but in the Metro Area can be provisioned to the Unite MPL Network on an ICS basis.
- (b) On-Net to Off-Net is where the customer's ends of service are provided by a building using a facility provisioned by Unite (On-Net) to a facility that is owned and operated by a third party provider (Off-Net). Unite will order and provision Off-Net services on the customer's behalf and provide an end-to-end solution for the customer.

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## **12. MPL (METRO PRIVATE LINE) SERVICE (Cont'd.)**

### **B. SERVICE ELEMENTS**

#### **1. Node**

A point of connection between Unite and the customers premise.

#### **2. Mileage**

Mileage is what provides the connection between Nodes. Unite does not use a Mileage component in pricing MPL.

#### **3. Multiplexing**

Multiplexing provides the breakdown of the Service Node into channels of bandwidth as listed:

1. DS-3 channelizes to 28 DS-Is
2. OC-3 channelizes to 3 DS-3s
3. OC-12 channelizes to 4 OC-3s
4. OC-48 channelizes to 4 OC-12s
5. OC-192 channelizes to 4 OC-48s

#### **4. Port**

A Port element applies per Service that is terminated at the customers premise to the Node.

### **C. GENERAL TERMS AND CONDITIONS**

In addition to the general terms and conditions, the terms and conditions in this section also apply for MPL.

1. Service can be provided where Unite facilities and equipment are available and technically feasible. Where suitable facilities are unavailable for provision of the service, special ICB (Individual Case Basis) construction of the facilities may be necessary.
2. The customer must provide equipment space. This space must be accessible exclusively to Unite, as if Unite is the tenant.

**12. MPL (METRO PRIVATE LINE) SERVICE (Cont'd.)**

**D. RATE ELEMENTS**

1. Rates are specified per port. The port is interfaced to the customer's equipment and determines the number and type of services purchased by the customer.

**E. RATE TERMS AND CONDITIONS**

1. The initial order for MPL must be for a specified fixed period rate plan (month to month, one year, three years, or five years). MPL customers will not receive a rate decrease if Unite decreases rates during the initial term period.
2. A subsequent order to add an MPL Port to an existing fixed period rate plan must be for the remainder of the existing fixed period rate plan, provided the remainder of the existing plan is at least a minimum period of 12 months.
3. A subsequent order to add or change an MPL Port during the fixed period rate plan will be assessed the nonrecurring charge (NRC).
4. Rates and Charges will apply. In special circumstances where facilities are not available or technically feasible, or where new construction is required, Rates and Charges may *be* developed on an individual case basis and will be specified in a Service Agreement between Unite and the customer.

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## 12. MPL (METRO PRIVATE LINE) SERVICE (Cont'd.)

### F. RATES AND CHARGES

#### Metro Private Line Pricing

| Rate Sheet<br><i>Per Port</i> | MRC<br>Retail Rate | MRC      | MRC      | MRC      | NRC                    | NRC     | NRC    |
|-------------------------------|--------------------|----------|----------|----------|------------------------|---------|--------|
|                               | MTM                | 1 Year   | 3 Year   | 5 Year   | Lit Building<br>1 Year | 3 Year  | 5 Year |
| DS3                           | \$1,995            | \$1,650  | \$1,400  | \$1,100  | \$2,500                | \$1,250 | Waived |
| OC3                           | \$5,995            | \$4,950  | \$3,495  | \$2,995  | \$3,500                | \$1,750 | Waived |
| OC12                          | \$12,995           | \$9,995  | \$8,995  | \$7,995  | \$6,500                | \$3,250 | Waived |
| OC48                          | \$20,995           | \$17,995 | \$16,995 | \$15,995 | \$6,500                | \$3,250 | Waived |
| OC192                         | \$46,995           | \$39,995 | \$36,995 | \$34,995 | \$13,000               | \$6,500 | Waived |

Note: All NRC for non-lit buildings will be ICB (Individual Case Basis) depending on construction cost for the build. MRC means Monthly Recurring Cost, and NRC means Non-Recurring Cost.

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