

ACCESS SERVICE

12. Specialized Service or Arrangements

12.1 General

Specialized Service or Arrangements may be provided by the Telephone Company, at the request of a customer, on an individual case basis if such service or arrangements meet the following criteria:

- The requested service or arrangements are not offered under other sections of this tariff.
- The facilities utilized to provide the requested service or arrangements are of a type normally used by the Telephone Company in furnishing its other services.
- The requested service or arrangements are provided within a LATA.
- The requested service or arrangements are compatible with other Telephone Company services, facilities, and its engineering and maintenance practices.
- This offering is subject to the availability of the necessary Telephone Company personnel and capital resources.

12.2 Rates and Charges

Rates and charges and additional regulations, if applicable, for specialized service or arrangements provided on an individual case basis are filed following:

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12. Specialized Service or Arrangements (Cont'd)

12.2 Rates and Charges (Cont'd)

Case No. 89-3
 Location: Hawkins, Texas

Customer: Galaxy Cablevision

Provision of Video Channel Service to include up to 54 combined audio/video cable television channels from Galaxy Cablevision's coax feeder trunk in Hawkins, Texas via single mode fiber optic cable at the 1310 nm wave length to Galaxy's coax feeder trunk in Big Sandy, Texas. Provision of a four (4) Fiber Optic Facility from the Verizon TXC Central Office in Hawkins, Texas to Galaxy Cablevision's headend in Hawkins, Texas. Verizon TXC will operate and maintain the fiber optic cable and electronics associated with the Video Channel Service and the Fiber Optic Facility.

	<u>Video Channel Service</u>	<u>Fiber Optic Facility</u>
Nonrecurring Charge	\$3,424.00	\$16,195.00
Monthly Rate*	1,074.00	
Monthly Maintenance Fee**	66.00	28.00

* The minimum billing period for this Specialized Arrangement is seven (7) years. In the event these services are terminated prior to the end of the minimum billing period, Galaxy Cablevision will pay Verizon TXC Texas the net present value of all remaining payments, calculated with a discount rate equal to the prime rate as of the termination date.

** The monthly maintenance fee is valid only for the first two (2) years of the liability period. This charge shall be revised every two (2) years for the remainder of the liability period, subject to customer negotiations.

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory (T)
1300 I Street NW
Washington, DC 20005 (T)
Issued: February 28, 2003

TARIFF FCC NO. 16
1st Revised Page 12-3
Cancels Original Page 12-3
Effective: March 15, 2003

ACCESS SERVICE

12. Specialized Service or Arrangements – (Cont'd)

12.2 Rates and Charges – (Cont'd)

Case No. (N)
2001-1 MCI WORLDCOM Network Services, Inc. (T)

The customer may convert this Case 2001-1 to Amended Case 2001-1, at which time this Case 2001-1 set forth in (A) through (N) (P) shall no longer apply. (N)

(A) Service Description

Verizon will provide MCI WORLDCOM Network Services, Inc. (WCOM) with CyberPOP™ TCP/IP data aggregation service. CyberPOP service is a modem aggregation product that provides dial-up port based remote access services. CyberPOP service provides integrated, remote analog & digital access to WCOM that may be utilized by WCOM's end users and the end users of WCOM's affiliates, clients, and resellers (collectively, End Users) to connect to WCOM's Internet network (WCOM Network) via modems referred to as network access servers (NAS) deployed in central offices operated by Verizon (Verizon COs). Verizon shall connect each NAS used in connection with the CyberPOP service to the Public Switched Telephone Network (PSTN) via ISDN primary rate interface, or other mutually-agreed comparable telecommunications facilities (collectively, PRI), and shall arrange for the dedicated assignment (or preservation, to the fullest extent possible) of unique telephone numbers for (or in use by) WCOM and End Users.

CyberPOP service includes all NAS equipment, telecommunications services and related facilities (including with out limitation active PRI lines, at least 40 lead trunk numbers (LTN) (with the exception of Single Number Routing ("SNR")), space, power, and other utilities), and ancillary support and maintenance required to connect a call that has been dialed into the PSTN (such call dialing a designated telephone number) to an active DS0 channel-equivalent port (i.e., PRI B-channel) on the corresponding NAS (CyberPOP Port). The demarcation of the CyberPOP service between Verizon and WCOM shall be at the connection of the NAS egress port at Verizon's central office.

CyberPOP service will provide local points of presence for WCOM within Verizon's franchised service areas. WCOM will not own or lease any CyberPOP service equipment, but will have exclusive operational control (i.e., logical access) of all NAS and related aggregation and out-of-band management equipment (collectively, NAS Equipment) used in connection with the CyberPOP service. This product will be configured via WCOM's specifications to allow monitoring and management of the NAS Equipment. Verizon's local network will provide the service from the local dial access to the delivery of TCP/IP and other protocols via the CyberPOP data aggregation equipment located at the Verizon Central Office. WCOM is responsible for obtaining facilities from Verizon's Central Office to the WCOM Point of Presence (POP).

CyberPOP service will utilize TCP/IP and other protocols based on IETF (Internet Engineering Task Force) standards. IETF is the engineering arm of the IAB (Internet Architecture Board). IETF defines protocol standards for Internet services. This tariff supports, at a minimum, the following standards:

IP	Internet Protocol
TCP	Transmission Control Protocol
SLIP	Serial Line IP
CSLIP	Compressed Serial Line IP
PPP	Point to Point Protocol
HSSI	High Speed Serial Interface

WCOM has the option of utilizing, as a feature of CyberPOP service, SNR in lieu of local telephone numbers, which are included as part of CyberPOP service, where technically feasible. This option enables End Users with Verizon local phone service in a defined geographic area (i.e., a LATA) to have access to WCOM via one specialized telephone number. The End User can initiate a call within the service area to WCOM and this call is treated as a local call by Verizon for the connection and duration of the call. This option is part of the WCOM Specialized Arrangement and is included where available in the rates and charges for CyberPOP service at no additional charge. The following two alternatives are offered to WCOM under this option:

Effective: June 29, 2001

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12. Specialized Service or Arrangements –(Cont'd)

(N)

12.2 Rates and Charges – (Cont'd)

(A) Service Description – (Cont'd)

1. Verizon will assign a Single Number Routing telephone number from a 500 NPA; or
2. WCOM can provide Verizon with its own 555-XXXX telephone number acquired from the North American Numbering Plan Administration.

CyberPOP data aggregation services are available where facilities and conditions permit.

(B) Obligations of Verizon

Special Access Lines and Special Transport beyond the CyberPOP service are not included in the CyberPOP service port price and are available elsewhere in this FCC tariff.

Verizon is responsible to provide WCOM with a firm order confirmation notice, which will initiate the order process.

Verizon will notify WCOM of the completion and readiness of the requested CyberPOP site.

NAS Equipment to provide CyberPOP service requires the review and approval of Verizon. WCOM may propose alternative NAS Equipment platforms from time to time for Verizon's review and approval. NAS Equipment upgrades to the existing port base will be made at the discretion of Verizon. WCOM requests regarding the configuration and design of the NAS Equipment will be evaluated for network compliance and compatibility by Verizon and employed where feasible. WCOM may request that NAS Equipment or other equipment upgrades outside the scope of this arrangement be implemented and charged to WCOM on a time and materials basis.

Verizon will participate with WCOM in joint testing and turn-up activities for new and moved port activations, including, at a minimum, login and RADIUS authentication to the WCOM Network via the ports being tested.

Verizon shall perform all hardware maintenance and remote hands & eyes support for the NAS Equipment, in accordance with mutually agreed-upon support procedures.

Verizon will provide WCOM with seventy-two (72) hours notice in advance of scheduled Wire Center or Central Office maintenance that could adversely impact CyberPOP services.

(C) Obligations of WCOM

WCOM is responsible for obtaining all appropriate IP addresses.

WCOM is responsible to obtain the facilities required for the dedicated transport of their traffic from Verizon's Central Office to WCOM's point(s) of presence.

WCOM's NAS Equipment must be compatible with Verizon's equipment.

WCOM must maintain NAS Equipment software configuration, software management and authentication control.

WCOM shall furnish information as may be required by Verizon to design and maintain the service and to ensure that the service arrangement is in compliance with the regulations contained herein.

WCOM's NAS Equipment must be in compliance with FCC rules and regulations.

WCOM's specified NAS Equipment must be in compliance with published Verizon NEBS standards.

WCOM will participate with Verizon in joint testing and turn-up activities for new and moved port activations, including, at a minimum, login and RADIUS authentication to the WCOM Network via the ports being tested.

(N)

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12. Specialized Service or Arrangements –(Cont'd)

(N)

12.2 Rates and Charges – (Cont'd)

(C) Obligations of WCOM – (Cont'd)

WCOM must notify Verizon of any firm order cancellations prior to Verizon initiating any service installation activities. Firm order cancellations received after installation has proceeded (but before joint acceptance) will incur charges for time and materials expended to-date.

WCOM, when requesting Single Number Routing, is responsible for purchasing a quantity of ports to accommodate originating dial-up traffic offered to a selected CyberPOP hub for aggregating and routing to WCOM's designated POP. Verizon shall ensure adequate network trunking to support call completion to WCOM SNR CyberPOP hubs and shall use all commercially reasonable efforts to correct any identified lack of network capacity, consistent with the then-current locations and port quantities of WCOM's SNR CyberPOP hubs. Any NAS Equipment moves by WCOM from non-SNR hubs to SNR hubs, or between SNR hubs if Verizon concurs it is necessary, shall not count against the 5% quarterly moves limitation set forth below. Traffic generated by virtue of SNR under this arrangement will be routed exclusively to Verizon-provided CyberPOP locations.

WCOM agrees to provide Verizon with at least ten (10) business days prior written notice before deploying new software on the NAS Equipment that would implement any new major features or functionalities (i.e., left-of-decimal software upgrade) on the NAS Equipment.

(D) Enrollment Period

CyberPOP modem based data aggregation service is provided to WCOM under this tariff with a three (3) year commitment period. All 575,000 base ports are committed for thirty-six (36) months from the tariff effective date. Each additional port is committed for thirty-six (36) months from the port install date. For base ports, billing will commence at the new rates on the tariff effective date. For new service implementations, billing will commence on the date that customer acceptance has been completed. Customer acceptance is defined as verification from WCOM that the new service is operational following execution of joint testing and turn-up activities.

This tariff transitions WCOM (previously referenced as UUNET) from previous FCC tariff arrangements with Verizon for data aggregation services. This tariff supersedes any previously tariffed terms and conditions agreed upon by WCOM, or any of its affiliates, and Verizon for CyberPOP service (including comparable modem based data aggregation services purchased from Verizon). Previous terms and commitments beyond the new three (3) year enrollment period are terminated as a result of this tariff agreement without application of any early termination fees, penalties or other charges.

(E) Rate Application

CyberPOP service rates will be applied on a monthly basis for all dial-up ports in service nationwide. Nationwide is defined as the aggregate of all dial-up ports for all of the Verizon Operating Companies, which includes the former Bell Atlantic, Nynex, GTE and Contel footprints. There are separate rates identified for existing base ports and additional ports as outlined below.

(F) Monthly Recurring Charges (MRCs)

<u>Port Type</u>	<u>Rate (MRC) Per Port</u>
Base (1-575,000)	\$29.00
Additional (575,001 +)	\$17.50

Rates include Single Number Routing, where available, and all applicable engineering, furnishment, installation (EF&I) service and hardware maintenance charges, and all applicable fees and surcharges (other than fees and surcharges that are imposed by the Federal Communications Commission or other government agency on the CyberPOP service subsequent to the effective date of this tariff). Rates do not include applicable taxes. Except as otherwise specified in this arrangement, no non-recurring charges shall apply with respect to the CyberPOP ports provided hereunder. When CyberPOP services utilize a PRI trunk group, D channels do not incur the above charges. The above rates become effective upon the effective date of the tariff.

(N)

ACCESS SERVICE**12. Specialized Service or Arrangements –(Cont'd)**

(N)

12.2 Rates and Charges – (Cont'd)**(G) Commitment Levels**

WCOM's Minimum Port Commitment is to maintain (in the aggregate across all Verizon franchise areas) an in service base of 575,000 ports for the entire thirty-six (36) month term period with 200,000 additional ports to be installed by month thirty-six (36) of the arrangement, less any NAS Equipment buy-backs (as described below), Sold CyberPOP Ports (as defined below), cancelled ports due to missed FOC/CFA dates (as described below), and ANS/GridNet ports that will not be converted to CyberPOP (to be determined based on mutually agreed-upon procedures). All ports purchased by WCOM ISP entities, including PRI and other equivalent telecommunications services used to provide dial-up ports for the WCOM Network that are converted to CyberPOP Ports under this tariff (such conversion shall be made without the application of any early termination fees, penalties, or other charges) shall be deemed to count towards satisfaction of this Minimum Port Commitment.

Ports that are in the process of being moved (as described below) shall continue to be counted for purposes of determining whether WCOM has met its Minimum Port Commitment.

Beginning in month 37 of this arrangement and thereafter, this Minimum Port Commitment shall no longer apply, and WCOM shall not be committed to obtain any minimum number of ports from Verizon under this tariff.

(H) Cancellation of Service

If CyberPOP Ports are not made ready for service by Verizon no later than fifteen (15) calendar days following the applicable FOC/CFA dates specified in the firm order, WCOM may, at anytime prior to availability of the port, cancel the CyberPOP ports covered by that firm order upon written notice to Verizon, and (a) WCOM's Minimum Port Commitment shall be reduced by an amount equal to the number of CyberPOP Ports that were the subject of the cancelled firm order, and (b) WCOM shall have the right to repurchase (at the purchase price paid by Verizon to WCOM) any NAS Equipment sold by WCOM to Verizon in connection with such cancelled firm order.

(I) Customer Initiated Buy-Backs

WCOM at their discretion may choose to downsize their presence at any Verizon CyberPOP location by buying back NAS Equipment that was deployed for their dedicated use. Verizon will disconnect, pack and ship the designated NAS Equipment back to WCOM. Buy-back requests will be implemented using mutually agreed-upon engineering procedures. A non-recurring charge as specified below will be billed for each port that is removed from service. There are restrictions on the quantity of ports that can be removed from service in a given timeframe.

WCOM may buy back a maximum of 14,200 ports during the first year, which begins on the effective date of this tariff. During year two (2), WCOM may buy back a maximum of 2% of their nationwide quantity of installed ports which are in service (or in the process of being moved) on the one (1) year anniversary of the tariff effective date. During year three (3), WCOM may buy back a maximum of 30% of their nationwide quantity of installed ports which are in service (or in the process of being moved) on the two (2) year anniversary of the tariff effective date.

For buy-back of ports that are in the process of being moved, the "buy back year" will be based upon the date (in relation to the 36-month enrollment period of this arrangement (as specified above)) that the port(s) was taken out of service to initiate the move.

WCOM's Minimum Port Commitment is reduced as a result of buy-back activities. The buy-back will be applied to the 575,000 base ports and the 200,000 additional ports, as applicable depending on the port types being bought back by WCOM.

(N)

Effective: June 29, 2001

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12. Specialized Service or Arrangements –(Cont'd)

(N)

12.2 Rates and Charges – (Cont'd)

(I) Customer Initiated Buy-Backs – (Cont'd)

Charges for customer initiated equipment buy-backs are applied on a one-time non-recurring charge (NRC) basis for each port that is purchased.

Port Installation Date	Rate (NRC) per Port Removed		
	Buy-back Year (Enrollment Period)		
	Year 1	Year 2	Year 3
Prior to 1998 Installs	\$375	\$250	\$100
1998 Installs	\$525	\$375	\$150
1999 Installs	\$570	\$435	\$285
2000 Installs	\$645	\$465	\$305
2001 Installs		\$270	\$200
2002 Installs			\$270

For buy-back activities, WCOM may choose between the above rate structure or pay for the remaining life of the three (3) year term at the per port monthly rate applicable to the individual port, whichever is lower.

During the first thirty (30) calendar days after the effective date of the tariff, WCOM may cancel any pending orders, or ports installed per the WCOM capacity plan, for CyberPOP service (including comparable modem based data aggregation services purchased from Verizon) provided by Verizon to WCOM or its affiliates that have not yet been installed by Verizon, for a one-time \$25.00 non-recurring charge per port. Such cancellation shall not count towards the year one (1) buy-backs that otherwise might apply to such activities under the tariff.

(J) Customer Initiated Moves

WCOM can move (disconnect and reconnect) dial-up port capacity from one Verizon CyberPOP location to another, up to a maximum of 5% per quarter of the total ports in service at the start of each calendar quarter (January, April, July, October) ("Quarterly Move Allotment").

Following the completion of the parties' joint pre-planning and engineering work, the parties shall use all commercially reasonable efforts to place the moved ports back in service within ninety (90) calendar days, or such other reactivation time period as may be mutually agreed-upon by the parties at the time of disconnect. Move requests will be implemented using mutually agreed-upon engineering procedures, and may result in the swap-out of NAS Equipment on a port-for-port basis (at WCOM's election and expense, if any). Hardware components being moved (and swapped, if applicable) must be compatible with the hardware/software configuration at the receiving CyberPOP location. Disconnect and reconnect move orders will be processed concurrently and standard Verizon operational processes and implementation timeframes will be utilized.

For the first thirty (30) calendar days following the tariff effective date for this arrangement, WCOM may identify and execute move activities (at a flat \$25 per port rate) that do not count against the 5% per quarter limitation. The joint objective is that moved ports be reinstalled and placed back in service within one hundred twenty (120) calendar days after the effective date of tariff.

Charges for moves are applied on a one-time non-recurring charge (NRC) basis for each in service port (i.e., lit B-channel passing dial-up traffic) that is moved. MRC billing for the ports will be discontinued during the move process and will be reinstated at the time the move is completed. Once reinstated, the ports will be billed for the remaining duration of the thirty-six (36) month term at the same base or additional port MRC as originally charged for the port. Out-of-service days during the move of a port will not count against satisfying the thirty-six (36) month commitment period for the port. Detailed project planning will be required by both parties in order to establish mutually agreeable timelines for port moves. Unless otherwise agreed, or unless Verizon is not able to implement service to a moved port within 105 calendar days, billing for moved ports shall commence no later than 105 calendar days from the date the port was taken out of service for the move.

(N)

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12. **Specialized Service or Arrangements** –(Cont'd)

(N)

12.2 **Rates and Charges** – (Cont'd)

(J) **Customer Initiated Moves** – (Cont'd)

Rate (NRC) per In Service Port Moved :

First 60% of Quarterly Move Allotment:	\$25 per Port
Next 40% of Quarterly Move Allotment:	\$45 per Port

(K) **Service Enrollment**

WCOM must specify in writing to Verizon that they elect to subscribe to the CyberPOP service as set out in this tariff. The minimum CyberPOP service for a Central Office site in which NAS Equipment is located is 138 dial-up ports.

(L) **Periodic Reviews**

The parties shall meet monthly on or about the last business day of each month to reconcile port counts and determine, for billing purposes, the number of CyberPOP Ports that shall be deemed to have been active for that month.

WCOM's service commitment will be reviewed quarterly on or about the last business day of each calendar quarter (January, April, July, October) following the tariff effective date. WCOM in-service port counts, port moves, port buy-backs, port installs, and SNR activity will be identified and jointly reconciled by WCOM and Verizon staffs. Any required reporting or billing adjustments will be agreed upon and executed within thirty (30) calendar days of completion of the reconciliation process. In the event that a final reconciliation is not agreed upon by WCOM and Verizon within thirty (30) days, the issue will be escalated to executive management of both companies for resolution.

(M) **Shortfall Charge**

At the final thirty-six (36) month review, WCOM will be notified in writing as to the status of their overall commitment requirements. This notification will inform WCOM of any shortfall in the quantity level below the Minimum Port Commitment, as specified above. At the final review, if the number of CyberPOP ports is below the Minimum Port Commitment, a one-time charge of \$630 per port will be assessed for dial-up port quantity shortfalls of in-service ports below the Minimum Port Commitment.

(N) **Service Availability**

The Verizon objective level of service availability will be 95% of the monthly hours of operation for each Central Office. Should the service availability actually be less than 95% of the monthly hours for the average port of a Central Office (e.g., 30 days x 24 hours x .95 = 684 hours), WCOM will receive a credit of 40% of the monthly bill for that Central Office. Force Majeure events that impact service and which Verizon could not have prevented through the use of reasonable precautions will not be subject to the above penalty calculation.

(O) **Withdrawal of Service Areas**

In the event that Verizon ceases to offer CyberPOP service in a Verizon CO in which CyberPOP service is offered at any point under this tariff, through transfer of ownership of the Verizon CO to a non-Verizon entity, Verizon shall request the new owner to continue to provide service equivalent to Verizon's CyberPOP service at such CO, and shall, if the new owner agrees to continue the service, use commercially reasonable efforts to facilitate a smooth transition of CyberPOP service to the new provider. Notwithstanding the foregoing, with respect to any CyberPOP Ports deployed in such Verizon COs ("Sold CyberPOP Ports"), WCOM shall have the right (and reasonable opportunity following written notice from Verizon) to terminate such Sold CyberPOP Ports prior to their transfer to the new provider without the application of any early termination fees or other charges, and to repurchase the associated NAS Equipment from Verizon at the then-current depreciated book value (with no other charges applying). Verizon shall ship such NAS Equipment to WCOM at WCOM's expense. NAS Equipment repurchases resulting from Sold CyberPOP Ports shall not count towards the annual limit of regular buy backs specified in the tariff. In addition, and regardless of whether WCOM terminates such Sold CyberPOP Ports, the Minimum Port Commitment shall be reduced by the number of such Sold CyberPOP Ports.

(N)

ACCESS SERVICE

12. Specialized Service or Arrangements –(Cont'd)

(N)

12.2 Rates and Charges – (Cont'd)

(P) Duration of Tariff and Renewal Option

This arrangement shall remain in effect so long as CyberPOP Ports are being provided under it.

At the expiration of the initial 36-month period following the effective date of this tariff, and subject to payment of any shortfall charge, the Minimum Port Commitment, adjusted as set out above, shall expire and shall no longer be binding.

During the period in which this tariff remains in effect after the expiration of the initial 36-month port term that applies to each CyberPOP Port ordered hereunder, (a) Verizon will continue with billing for such ports on a month-to-month basis at the MRC rates identified in this tariff, (b) WCOM may cancel any such ports upon sixty (60) days written notice, and (c) Verizon may cancel such ports by providing WCOM with one hundred eighty (180) calendar day notification that such ports will be terminated.

Verizon may terminate this tariff, with termination effective at any time after completion of the initial 36-months following the effective date of the tariff, by giving WCOM one hundred eighty (180) calendar day notice. Such termination shall not apply to CyberPOP Ports that are in service at the termination date, and this tariff shall remain in effect for such ports until the ports are terminated in accordance with the preceding subsection. Upon termination of this tariff, WCOM may not order any new CyberPOP Ports.

(N)

ACCESS SERVICE**12. Specialized Service or Arrangements – (Cont'd)****12.2 Rates and Charges – (Cont'd)****12.2.1 Case No.
Amended 2001-1 MCI WORLDCOM Network Services, Inc.**

(N)

(A) Availability of Amended Service Arrangement

MCI WORLDCOM Network Services, Inc. (WCOM) may obtain CyberPOP™ TCP/IP data aggregation service under this amended arrangement only upon receiving, and pursuant to an order from the United States Bankruptcy Court for the Southern District of New York in the WorldCom bankruptcy proceeding, Case No. 02-13533 (AJG), that approves WCOM's assumption of its subscription to the CyberPOP™ TCP/IP data aggregation service as set out in this amendment. Effective upon entry of the approval order, WCOM shall be deemed to have ordered service under this amended tariff. Service under this amended tariff will commence on the effective date of the amended tariff if the court order is obtained no later than thirty (30) days after this amended tariff is effective. Otherwise, the start of service date is the date of the court order. If WCOM does not obtain a court order approving WCOM's assumption of its subscription to CyberPOP™ service under this amendment, then the original specialized arrangement remains in effect.

Effective upon entry of the approval order from the Bankruptcy Court, this amended tariff supersedes any previously tariffed terms and conditions agreed upon by WCOM, or any of its affiliates, and Verizon for CyberPOP™ service under the previous Specialized Service. Previously tariffed terms and commitments are terminated as a result of this amended specialized service arrangement without application of any early termination fees, penalties or other charges.

(B) Duration of Tariff and Renewal Option

This arrangement shall remain in effect for twenty-four (24) months from the start of service date.

At the expiration of the 24-month period following the start of service date and subject to payment of any shortfall charge, WCOM may elect to continue service for an additional twelve (12) months, without any Minimum Port Commitment. If WCOM so elects, this arrangement shall remain in effect for the additional twelve (12) month period.

(C) Enrollment Period for CyberPOP™ Ports

WCOM will provide Verizon with the list of designated in-service ports to be enrolled under this amended tariff. The number of ports to be enrolled must meet or exceed the Minimum Port Commitment as described below.

Subject to the renewal option set out above, the enrollment period for all ports terminates no later than the end of two years from the start of service date under this amended tariff. Consistent with the Minimum Port Commitment set out under Commitment Levels, below, the enrollment period for 400,000 ports is for the first twelve (12) months from the start of service date, with the enrollment period for 350,000 ports then extending for the second twelve (12) month period. The number of ports subject to the enrollment period is reduced by any buy-back of ports and Sold CyberPOP™ Ports, as described below under Customer-Initiated Buy Backs and Withdrawal of Service Areas.

The enrollment period is not a term commitment with respect to any individual port, but rather is the period of time for which WCOM is obtaining CyberPOP™ service under this amended tariff, and during which the Minimum Port Commitment set out under Commitment Levels, below, applies.

™ - Trademark of Company

(N)

ACCESS SERVICE

12. Specialized Service or Arrangements – (Cont'd)

12.2 Rates and Charges – (Cont'd)

12.2.1 Case No.
Amended 2001-1 MCI WORLDCOM Network Services, Inc.

(N)

(D) Service Description

CyberPOP™ service is a modem aggregation product that provides dial-up port based remote access services. CyberPOP™ service provides integrated, remote analog & digital access to WCOM that may be utilized by WCOM's end users and the end users of WCOM's affiliates, clients, and resellers (collectively, End Users) to connect to WCOM's Internet network (WCOM Network) via modems referred to as network access servers (NAS) deployed in central offices operated by Verizon (Verizon COs). Verizon shall connect each NAS used in connection with the CyberPOP™ service to the Public Switched Telephone Network (PSTN) via ISDN primary rate interface, or other mutually-agreed comparable telecommunications facilities (collectively, PRI), and shall arrange for the dedicated assignment (or preservation, to the fullest extent possible) of unique telephone numbers for (or in use by) WCOM and End Users.

CyberPOP™ service includes all NAS equipment, telecommunications services and related facilities (including with out limitation active PRI lines, at least 40 lead trunk numbers (LTN), space, power, and other utilities), and ancillary support and maintenance required to connect a call that has been dialed into the PSTN (such call dialing a designated telephone number) to an active DS0 channel-equivalent port (i.e., PRI B-channel) on the corresponding NAS (CyberPOP™ Port). The demarcation of the CyberPOP™ service between Verizon and WCOM shall be at the connection of the NAS egress port at Verizon's central office.

CyberPOP™ service will provide local points of presence for WCOM within Verizon's franchised service areas. WCOM will not own or lease any CyberPOP™ service equipment, but will have exclusive operational control (i.e., logical access) of all NAS and related aggregation and out-of-band management equipment (collectively, NAS Equipment) used in connection with the CyberPOP™ service. This product will be configured via WCOM's specifications to allow monitoring and management of the NAS Equipment. Verizon's local network will provide the service from the local dial access to the delivery of TCP/IP and other protocols via the CyberPOP™ data aggregation equipment located at the Verizon Central Office. WCOM is responsible for obtaining facilities from Verizon's Central Office to the WCOM Point of Presence (POP).

CyberPOP™ service will utilize TCP/IP and other protocols based on IETF (Internet Engineering Task Force) standards. IETF is the engineering arm of the IAB (Internet Architecture Board). IETF defines protocol standards for Internet services. This tariff supports, at a minimum, the following standards:

- IP Internet Protocol
- TCP Transmission Control Protocol
- SLIP Serial Line IP
- CSLIP Compressed Serial Line IP
- PPP Point to Point Protocol
- HSSI High Speed Serial Interface

™ - Trademark of Company

(N)

ACCESS SERVICE

12. Specialized Service or Arrangements – (Cont'd)

12.2 Rates and Charges – (Cont'd)

**12.2.1 Case No.
 Amended 2001-1 MCI WORLDCOM Network Services, Inc. (Cont'd)**

(N)

(E) Obligations of the Telephone Company

Special Access Lines and Special Transport beyond the CyberPOP™ service are not included in the CyberPOP™ service port price and are available elsewhere in this FCC tariff.

Verizon is responsible to provide WCOM with a firm order confirmation notice, which will initiate the order process.

Verizon will notify WCOM of the completion and readiness of the requested CyberPOP™ site.

NAS Equipment to provide CyberPOP™ service requires the review and approval of Verizon. WCOM may propose alternative NAS Equipment platforms from time to time for Verizon's review and approval. NAS Equipment upgrades to the existing port base will be made at the discretion of Verizon and if the upgrade is being undertaken at WCOM's request it will be at WCOM's expense on a time and materials basis. WCOM requests regarding the configuration and design of the NAS Equipment will be evaluated for network compliance and compatibility by Verizon and employed where feasible. WCOM may request that NAS Equipment or other equipment upgrades outside the scope of this arrangement be implemented and charged to WCOM on a time and materials basis.

Verizon will participate with WCOM in joint testing and turn-up activities for moved port activations, including, at a minimum, login and RADIUS authentication to the WCOM Network via the ports being tested.

Verizon shall perform all hardware maintenance and remote hands & eyes support for the NAS Equipment, in accordance with mutually agreed-upon support procedures.

Verizon will provide WCOM with seventy-two (72) hours notice in advance of scheduled Wire Center or Central Office maintenance that could adversely impact CyberPOP™ services.

(F) Obligations of the Customer

WCOM is responsible for obtaining all appropriate IP addresses.

WCOM is responsible to obtain the facilities required for the dedicated transport of their traffic from Verizon's Central Office to WCOM's point(s) of presence.

WCOM's NAS Equipment must be compatible with Verizon's equipment.

WCOM must maintain NAS Equipment software configuration, software management and authentication control.

WCOM shall furnish information as may be required by Verizon to design and maintain the service and to ensure that the service arrangement is in compliance with the regulations contained herein.

WCOM's NAS Equipment must be in compliance with FCC rules and regulations.

WCOM's specified NAS Equipment must be in compliance with published Verizon NEBS standards.

WCOM will participate with Verizon in joint testing and turn-up activities for moved port activations, including, at a minimum, login and RADIUS authentication to the WCOM Network via the ports being tested.

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(N)

ACCESS SERVICE

12. Specialized Service or Arrangements – (Cont'd)

12.2 Rates and Charges – (Cont'd)

**12.2.1 Case No.
 Amended 2001-1 MCI WORLDCOM Network Services, Inc. (Cont'd)**

(N)

(F) Obligations of the Customer (Cont'd)

WCOM must notify Verizon of any firm order cancellations prior to Verizon initiating any service installation activities. Firm order cancellations received after installation has proceeded (but before joint acceptance) will incur charges for time and materials expended to-date.

WCOM agrees to provide Verizon with at least ten (10) business days prior written notice before deploying new software on the NAS Equipment that would implement any new major features or functionalities (i.e., left-of-decimal software upgrade) on the NAS Equipment.

(G) Availability

CyberPOP™ service is available only where facilities and conditions permit and where NAS equipment is deployed at the effective date of this amended tariff, and for CyberPOP™ ports in service at the effective date of this amended tariff.

All of the ports enrolled by WCOM under this amended tariff (as described above) are covered by this arrangement. Ports that WCOM subsequently requests be disconnected remain under this amended tariff until actually disconnected. No new ports may be added. Existing ports may be moved as described below.

The minimum CyberPOP™ service for a Central Office site in which NAS Equipment is located is 138 dial-up ports.

(H) Application of Rates

CyberPOP™ service rates set out in this amended tariff will be applied and billed on a monthly basis for all dial-up ports in service nationwide that WCOM has enrolled under this amended tariff, with the requirement that the number of enrolled ports meet or exceed the Minimum Port Commitment. Nationwide is defined as the aggregate of all dial-up ports for all of the Verizon Operating Companies, which includes the former Bell Atlantic, Nynex, GTE and Contel footprints.

Ports above the number enrolled by WCOM under this amended tariff will be disconnected from the CyberPOP™ service in accordance with mutually agreed administrative procedures. The end-date for billing for these ports (i.e., all ports in excess of the number enrolled by WCOM under this amended tariff) is through the 15th day following the start of service date, as specified under the section entitled Availability of Amended Service Arrangement, above. From and after the 16th day following the start of service date, WCOM will only be billed for in service ports that WCOM has enrolled under this amended tariff, with the requirement that the number of enrolled ports meet or exceed the Minimum Port Commitment.

Ports that may be disconnected during the term of this amended tariff, as allowed elsewhere in this amended tariff, will be disconnected and billing stopped on the date specified by WCOM, provided that WCOM notifies Verizon of the disconnect at least 30 days in advance.

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(N)

ACCESS SERVICE

12. Specialized Service or Arrangements – (Cont'd)

12.2 Rates and Charges – (Cont'd)

12.2.1 Case No.
 Amended 2001-1 MCI WORLDCOM Network Services, Inc. (Cont'd)

(N)

(I) Rates and Charges

Monthly Recurring Charges (MRCs)

<u>Port Type</u>	<u>Rate (MRC) Per Port</u>
All	\$19.00

Rates include all applicable engineering, furnishment, installation (EF&I) service and hardware maintenance charges, and all applicable fees and surcharges (other than fees and surcharges that are imposed by the Federal Communications Commission or other government agency on the CyberPOP™ service subsequent to the effective date of this tariff). Rates do not include applicable taxes. Except as otherwise specified in this arrangement, no non-recurring charges shall apply with respect to the CyberPOP™ ports provided hereunder. When CyberPOP™ services utilize a PRI trunk group, D channels do not incur the above charges. The above rates become effective upon the effective date of the tariff.

(J) Commitment Levels

WCOM's Minimum Port Commitment is to maintain (in the aggregate across all Verizon franchise areas) an in service base of 400,000 ports for the first twelve (12) months following the start of service date under this amended tariff, and 350,000 ports for the second twelve (12) month period, less any buy-backs (as described below), and Sold CyberPOP™ Ports (as defined below).

Any early termination of this tariff is subject to payment of the full remaining charges due for the Minimum Port Commitment for the remainder of the term, specifically, \$19.00 times the Minimum Port Commitment of 400,000 ports, as adjusted for Sold CyberPOP™ Ports, times the number of months remaining in the first 12 months, plus \$19.00 times the Minimum Port Commitment of 350,000 ports, as adjusted for buy back activity and Sold CyberPOP™ Ports, times the number of months remaining in the second 12 months.

Ports that are in the process of being moved (as described below) shall continue to be counted for purposes of determining whether WCOM has met its Minimum Port Commitment.

Beginning in month 25 of this amended arrangement and thereafter, this Minimum Port Commitment shall no longer apply, and WCOM shall not be committed to obtain any minimum number of ports from Verizon under this tariff.

WCOM may continue this service for a third year at the same rate specified above.

If WCOM decides at any time to move traffic utilizing CyberPOP™ service to WCOM's OnNet facilities or those of another carrier, Verizon shall transfer the telephone number related to such traffic to WCOM (or such other WCOM-designated carrier). The foregoing is conditioned on WCOM continuing to meet, and pay for, the Minimum Port Commitment.

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(N)

ACCESS SERVICE**12. Specialized Service or Arrangements – (Cont'd)****12.2 Rates and Charges – (Cont'd)****12.2.1 Case No.
Amended 2001-1 MCI WorldCom Network Services, Inc. (Cont'd)**

(N)

(K) Customer Initiated Buy-Backs

After completion of twelve (12) months following the start of service date under this amended tariff, WCOM may buy back a maximum of 50,000 ports at a nonrecurring charge of \$150 per port or the sum of the monthly recurring charges for the remainder of the 24-month enrollment period, whichever is lower. Buy-back requests will be implemented using mutually agreed-upon engineering procedures. WCOM's Minimum Port Commitment is further reduced as a result of these buy-back activities below the 350,000 port level that would otherwise be applicable during the second twelve months of the enrollment period.

(L) Termination of Ports

WCOM may terminate and disconnect ports above the Minimum Port Commitment at any time without payment of any early termination fees or other charges. Other terminations may be made pursuant to provisions set out in this amended tariff, such as termination for buy-back of ports, termination related to Sold CyberPOP™ ports, or termination associated with moves. WCOM may terminate other ports only on the condition that WCOM continues to pay for the number of ports required under the applicable Minimum Port Commitment.

(M) Optional Repurchase of NAS Equipment

Upon the expiration, termination, or cancellation of ports as provided in this tariff, WCOM shall have the right, but not the obligation, to repurchase from Verizon some or all of the NAS Equipment associated with such expired, terminate, or cancelled ports by paying to Verizon an amount equal to the original purchase price for the relevant NAS Equipment (the amount paid by Verizon to WCOM or the relevant equipment vendor) less depreciation paid by Verizon. Verizon shall pack and ship such repurchased NAS Equipment to WCOM at WCOM's expense in accordance with WCOM's instructions. The charges for repurchase include the depreciated equipment cost plus Verizon's internal and contractor (as applicable) expenses for removal, temporary storage, packing and shipping. Equipment that is repurchased must be in increments of whole components that can be removed from service without disrupting the remaining service or resulting in expenses other than the removal, temporary storage, packing and shipping as stated above. WCOM must notify Verizon of the repurchase request no later than the requested termination date for the ports that are related to the equipment to be purchased.

(N) Customer Initiated Moves

WCOM can move (disconnect and reconnect) dial-up port capacity from one Verizon CyberPOP™ location to another, up to a maximum of 6% per quarter of the total ports in service at the start of each calendar quarter (January, April, July, October) ("Quarterly Move Allotment"). Equipment to satisfy move requests is limited to equipment deployed at the effective date of this amended tariff and in Verizon inventory at the requested move date.

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(N)

ACCESS SERVICE

12. Specialized Service or Arrangements – (Cont'd)

12.2 Rates and Charges – (Cont'd)

12.2.1 Case No.
 Amended 2001-1 MCI WorldCom Network Services, Inc. (Cont'd)

(N)

(N) Customer Initiated Moves (Cont'd)

Following the completion of the parties' joint pre-planning and engineering work, the parties shall use all commercially reasonable efforts to place the moved ports back in service within ninety (90) calendar days, or such other reactivation time period as may be mutually agreed-upon by the parties at the time of disconnect. Move requests will be implemented using mutually agreed-upon engineering procedures, and may result in the swap-out of NAS Equipment on a port-for-port basis (at WCOM's election and expense, if any). Hardware components being moved (and swapped, if applicable) must be compatible with the hardware/software configuration at the receiving CyberPOP™ location. Disconnect and reconnect move orders will be processed concurrently and standard Verizon operational processes and implementation timeframes will be utilized.

Charges for moves are applied on a one-time non-recurring charge (NRC) basis for each in service port (i.e., lit B-channel passing dial-up traffic) that is moved. Where facilities at the moved-to location must be augmented to accommodate moves of CyberPOP™ ports, changes to the building, power and air conditioning will be charged on a time and material basis. MRC billing for the ports will not be discontinued during the move process. Detailed project planning will be required by both parties in order to establish mutually agreeable timelines for port moves.

Nonrecurring Charge, per In Service Port Moved:

First 50% of Quarterly Move Allotment:	\$ 45 per Port
Next 50% of Quarterly Move Allotment:	\$105 per Port

(O) Periodic Reviews

At the request of either party, the parties shall meet to reconcile port counts and determine, for billing purposes, the number of CyberPOP™ Ports above the Minimum Port Commitment (adjusted for buy-back activity and Sold CyberPOP™ Ports) that shall be deemed to have been active for that month.

WCOM's service commitment will be reviewed quarterly on or about the last business day of each calendar quarter (January, April, July, October) following the tariff effective date. WCOM in-service port counts, port moves, port buy-backs, and port installs will be identified and jointly reconciled by WCOM and Verizon staffs. Any required reporting or billing adjustments will be agreed upon and executed within thirty (30) calendar days of completion of the reconciliation process. In the event that a final reconciliation is not agreed upon by WCOM and Verizon within thirty (30) days, the issue will be escalated to executive management of both companies for resolution.

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(N)

ACCESS SERVICE

12. Specialized Service or Arrangements – (Cont'd)

12.2 Rates and Charges – (Cont'd)

12.2.1 Case No.

Amended 2001-1 MCI WorldCom Network Services, Inc. (Cont'd)

(N)

(P) Shortfall Charge

At the completion of twelve (12) and twenty-four (24) months following the start of service under this amended tariff, WCOM will be notified in writing as to the status of its overall commitment requirements. This notification will inform WCOM of any shortfall that occurred in any of the preceding twelve months in the quantity of in service ports (including both in service ports and ports that were in the process of being moved or disconnected) below the Minimum Port Commitment, as specified above. If, in any given month, the number of CyberPOP™ ports was below the applicable Minimum Port Commitment, as adjusted in accordance with other provisions of this amended tariff, a one-time charge of \$19.00 per port will be assessed for such dial-up port quantity shortfalls for each month in which the shortfall occurred.

(Q) Service Availability

The Verizon objective level of service availability will be 95% of the monthly hours of operation for each Central Office. Should the service availability actually be less than 95% of the monthly hours for the average port of a Central Office (e.g., 30 days x 24 hours x .95 = 684 hours), WCOM will receive a credit of 40% of the monthly bill for that Central Office. Force Majeure events that impact service and which Verizon could not have prevented through the use of reasonable precautions will not be subject to the above penalty calculation.

(R) Withdrawal of Service Areas

In the event that Verizon ceases to offer CyberPOP™ service in a Verizon CO in which CyberPOP™ service is offered at any point under this tariff, through transfer of ownership of the Verizon CO to a non-Verizon entity, Verizon shall request the new owner to continue to provide service equivalent to Verizon's CyberPOP™ service at such CO, and shall, if the new owner agrees to continue the service, use commercially reasonable efforts to facilitate a smooth transition of CyberPOP™ service to the new provider. Notwithstanding the foregoing, with respect to any CyberPOP™ Ports deployed in such Verizon COs ("Sold CyberPOP™ Ports"), WCOM shall have the right (and reasonable opportunity following written notice from Verizon) to terminate such Sold CyberPOP™ Ports prior to their transfer to the new provider without the application of any early termination fees or other charges, and to repurchase the associated NAS Equipment from Verizon at the then-current depreciated book value (with no other charges applying). Verizon shall ship such NAS Equipment to WCOM at WCOM's expense. NAS Equipment repurchases resulting from Sold CyberPOP™ Ports shall not count towards the annual limit of regular buy backs specified in the tariff. In addition, and regardless of whether WCOM terminates such Sold CyberPOP™ Ports, the Minimum Port Commitment shall be reduced by the number of such Sold CyberPOP™ Ports.

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(N)

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.2 Rates and Charges (Cont'd)

12.2.1 TechBand Communications L.L.C. - Fiber to the Home Data Service (FTTH-DS)

(N)

(A) Service Description

The Telephone Company will provide to TechBand Communications L.L.C. Fiber to the Home Data Service (FTTH-DS) to 680 homes or more in the Brambleton development located in Loudon County, Virginia. FTTH-DS is a symmetrical, access service with a maximum throughput of 1.544Mbps; the Telephone Company does not guarantee actual throughput. The real-time throughput will depend upon the quality of the in-house wiring, in-house sharing of the drop, upstream Internet congestion, as well as personal computer hardware and software.

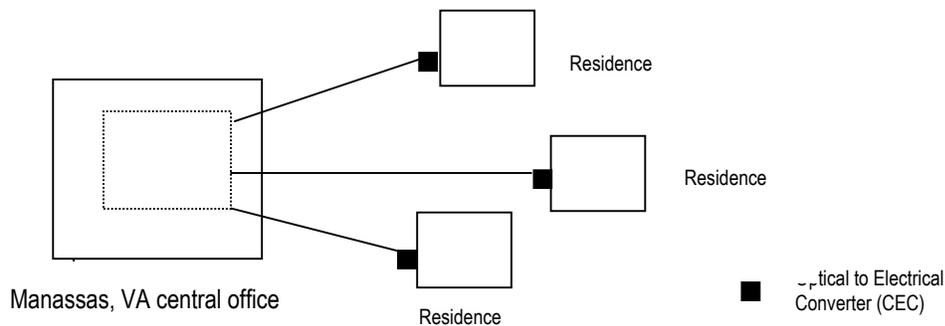
Each FTTH-DS arrangement is comprised of the communications facilities connecting an Optical to Electrical Converter (OEC) located at each residence (the Customer's end user location) to a Gateway Router in the Telephone Company's wire center located in Manassas, VA. The end user will be responsible for providing the AC power to the OEC as well as maintaining the OEC battery back-up power supply. Access to the Gateway Router will be provided under a separate product offering.

The Telephone Company will utilize an ATM Permanent Virtual Circuit (PVC) to aggregate end user traffic. A PVC is a logical circuit that defines a specific path for data sent by the end user to another location. The Telephone Company will aggregate dynamically assigned Point-to-Point Protocol over Ethernet (PPPoE) Sessions initiated by each end user location. The maximum number of active end user PPPoE Sessions allowed per end user is one.

The Telephone Company does not undertake to originate data, but offers the use of its service components, where available, to customers for transporting customer-originated data.

Unless otherwise specified herein, FTTH-DS is subject to all applicable general regulations in Sections 2, 5 and 8 preceding.

The following diagram illustrates FTTH-DS arrangements.



(N)

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.2 Rates and Charges (Cont'd)

12.2.1 TechBand Communications L.L.C. - Fiber to the Home Data Service (FTTH-DS) (Cont'd)

(N)

(B) Obligations and Rights of the Telephone Company

The Telephone Company will provision and maintain the FTTH-DS from the Gateway Router to the OEC network interface device.

The Telephone Company will advise TechBand Communications L.L.C. of the equipment necessary to support FTTH-DS.

During the Telephone Company's network maintenance and software updates period, it may be necessary to place the FTTH-DS wire center out of service. The Telephone Company reserves the right to temporarily interrupt FTTH-DS at other times in emergency situations.

(C) Obligations of the Customer and Its End Users

TechBand Communications L.L.C. agrees to purchase from the Telephone Company a minimum of 680 FTTH-DS arrangements by the end of the initial enrollment period as described in (D) following.

The end user is responsible for providing compatible customer provided equipment (CPE) that is used for connection to FTTH-DS.

TechBand Communications L.L.C. is responsible for the terms of the FTTH-DS pricing plan offered to its end-users including end-user ordering, billing and payment collection and for communicating with end-users for all aspects of the service.

TechBand Communications L.L.C. is responsible for receiving and managing end user trouble reports and will not direct its end users to contact the Telephone Company.

TechBand Communications L.L.C. is required to provide the Telephone Company with all details necessary to complete an order for FTTH-DS. The details may include end-user name, location and end-user contact person and end-user premises access information.

TechBand Communications L.L.C. is responsible for obtaining all appropriate IP addresses.

TechBand Communications L.L.C. is responsible for obtaining permission from its end users for the Telephone Company's agents or employees to enter the end user's premise(s) at any reasonable hour for the purpose of installing, inspecting, repairing, removing the OEC, drop or other Telephone Company service components associated with FTTH-DS.

(N)

VERIZON TELEPHONE COMPANIES

Vice President, Federal Regulatory (T)
1300 I Street NW
Washington, DC 20005 (T)
Issued: September 23, 2002

TARIFF FCC NO. 16

Original Page 12-12

Effective: October 8, 2002

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.2 Rates and Charges (Cont'd)

12.2.1 TechBand Communications L.L.C. - Fiber to the Home Data Service (FTTH-DS) (Cont'd)

(N)

(D) Enrollment Period

TTH-DS is provided to TechBand Communications L.L.C. under this tariff for a service period of up to ten (10) years consisting of an initial enrollment period and an extended enrollment period, if applicable. The initial enrollment period commences with the date that the first FTTH-DS arrangement is installed and activated by the Telephone Company through the date on which the first FTTH-DS arrangements are placed in service or December 31, 2003, whichever is the earlier date. Upon completion of the initial enrollment period, this service offering may be withdrawn or, upon mutual agreement by both the customer and the Telephone Company, extended for a period of time not to exceed ten years from the date on which the first FTTH-DS arrangement was installed and activated during the initial enrollment period. Each year of the service period is twelve months in duration. The same rates, terms and conditions will apply during the extended enrollment period that applied during the initial enrollment period. Upon mutual agreement between the customer and the Telephone Company, the rates, terms and conditions applicable during the extended enrollment period may be revised.

The customer must submit an ASR for the installation and disconnection of each FTTH-DS arrangement.

(N)

Effective: October 8, 2002

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.2 Rates and Charges (Cont'd)

12.2.1 TechBand Communications L.L.C. - Fiber to the Home Data Service (FTTH-DS) (Cont'd)

(N)

(E) Rate Application

A monthly rate is applicable for each FTTH-DS arrangement. A FTTH-DS arrangement includes the communications facilities from the Gateway Router up to, and including, the OEC at the residence.

	Monthly	
	<u>Rate</u>	
FTTH-DS, per arrangement	\$25.00	

(N)

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.2 Rates and Charges (Cont'd)

12.2.1 TechBand Communications L.L.C. - Fiber to the Home Data Service (FTTH-DS) (Cont'd)

(N)

(G) Service Availability

FTTH-DS is available to the TechBand Communications L.L.C. for use in the Brambleton development located in Loudon County, Virginia.

(H) Termination Liability

When the customer discontinues FTTH-DS before the end of the initial enrollment period set forth in (D) preceding, the customer will be liable for eighty-five (85) percentage of the total monthly charges for the remaining portion of the enrollment period ending December 31, 2003. If the customer discontinues FTTH-DS before the end of the extension enrollment period, if extended under (D) preceding, the customer's total liability is dependent upon the number of months remaining in the extended enrollment period. The total liability is determined by multiplying the number of months remaining in the year that the service is discontinued by the liability rate (monthly rate times factor below) for that year plus the total monthly charges for each annual period remaining in the extended enrollment period times the applicable liability rate (monthly rate times factor below). The liability factors for each year of the extended enrollment period are as follows:

<u>Year In Which Service Is Discontinued</u>	<u>Liability Factor During Extended Enrollment Period</u>
2	75%
3	65%
4	55%
5	45%
6	35%
7	25%
8	15%
9	10%
10	5%

(N)

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.2 Rates and Charges (Cont'd)

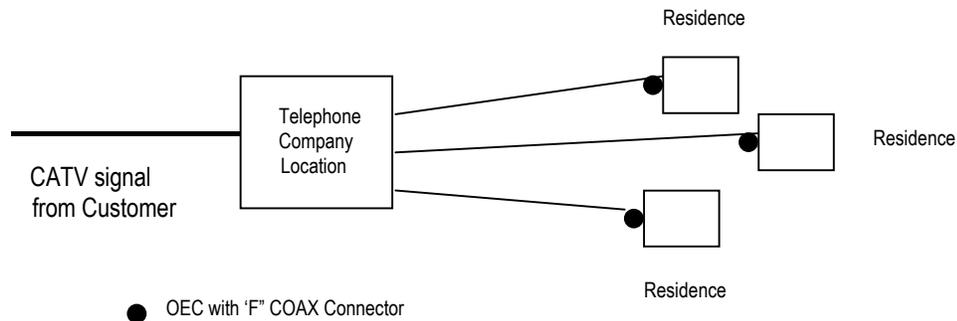
12.2.2 TechBand Communications L.L.C. - Fiber to the Home Video Service (FTTH-VS)

(N)

(A) Service Description

The Telephone Company will provide TechBand Communications L.L.C. with Fiber To The Home Video Service (FTTH-VS) Video Connect 870 services to 680 homes or more in the Brambleton development located in Loudon County, Virginia. VideoConnect 870 Service provides for the transmission of the customer's CATV (Cable Access Television) signal from a Telephone Company location to single family residences in the Brambleton development.

The following diagram illustrates FTTH-VS homes passed.



TechBand Communications L.L.C. agrees to purchase 680 FTTH-VS Video Connect 870 services from the Telephone Company by the end of the initial enrollment period as described in (C) following.

(N)

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.2 Rates and Charges (Cont'd)

12.2.2 TechBand Communications L.L.C. - Fiber to the Home Video Service (FTTH-VS)

(N)

(B) Technical Specifications

VideoConnect 870 supports an optically modulated format of Amplitude Modulated Vestigial Side Band (AM-VSB) providing up to 80-6MHz analog carriers in the 54-550MHz frequency range and a maximum of 54-6MHz channels in the 550-870MHz range. In addition, VideoConnect 870 supports Quadrature Amplitude Modulation (QAM) currently used in the CATV industry.

The customer is required to terminate their input signal according to the following technical and distribution specifications for CATV 870 MHz Video:

<u>SIGNAL</u>	<u>REMARKS</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>UNITS</u>
CATV Optical Lambda	ITU Grid 27	1555.65	1555.85	nm
CATV Optical Output Power	from Transmitter	8	9	dBm
CATV Optical Signal OMI		3.6	3.8	%
CATV Optical Transmitter	NTSC 80 AM-VSB Channels: odB Optical received			
CNR		54		dB
CSO		-65		dBc
CTB		-64		dBc
CATV Optical Power	@Input to FOA	5	10	dBm

(N)

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.2 Rates and Charges (Cont'd)

12.2.2 TechBand Communications L.L.C. - Fiber to the Home Video Service (FTTH-VS) (Cont'd)

(N)

(B) Technical Specifications (Cont'd)

The Company will terminate the customer's video signals at single family residences on industry standard "F" coax connectors according to the following specifications:

<u>PARAMETER</u>	<u>REMARKS</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>UNITS</u>
CATV RF output at 300MHz (55MHz-870MHz)	4MHz BW, +0.5 to 6.5dBm 1500 nm optical power received	10.5	29	DBmV
CNR	4MHzBW, +0.5 to 6.5dBm 1500 nm optical power received Average Value. Worst channel CNR is 0.5 dB less than specified value	45		DB
CSO	4MHz BW, +0.5 to 6.5dBm 1500 nm optical power received <ul style="list-style-type: none"> 80 NTSC AM-VSB. 55-550 MHz 550-870 MHz, 300 MHz modulated carriers Average Value. Worst channel CSO is 0.5 dB less than specified value.		-53	DBc
CTB	4MHz BW, +0.5 to 6.5dBm 1500 nm optical power received <ul style="list-style-type: none"> 80 NTSC AM-VSB. 55-550 MHz 550-870 MHz, 300 MHz modulated carriers Average Value. Worst channel CSO is 0.5 dB less than specified value.		-53	DBc

(N)

ACCESS SERVICE

12. Specialized Service or Arrangements (Cont'd)

12.2 Rates and Charges (Cont'd)

12.2.2 TechBand Communications L.L.C. - Fiber to the Home Video Service (FTTH-VS) (Cont'd)

(N)

(C) Enrollment Period

FTTH-VS is provided to TechBand Communications L.L.C. under this tariff for a service period of up to ten (10) years consisting of an initial enrollment period and extended enrollment period, if applicable. The initial enrollment period commences with the date that the first FTTH-VS Video Connect 870 service is installed and activated by the Telephone Company through the date on which the first 680 Video Connect 870 services are placed in service or December 31, 2003, whichever is the earlier date. Upon completion of the initial enrollment period, this service offering may be withdrawn or extended upon mutual agreement between the customer and the Telephone Company. If extended, FTTH-VS Video Connect 870 will be provided to the customer for a period of time not to exceed 10 years from the date on which the first FTTH-VS Video Connect 870 service was installed and activated during the initial enrollment period. The same rates, terms and conditions will apply during the extended enrollment period that applied during the initial enrollment period. Upon mutual agreement between the customer and the Telephone Company, the rates, terms and conditions applicable during the extended enrollment period may be revised.

(D) Terms and Conditions

Early termination of service by the customer will result in an assessment of termination liability charges equal to fifty percent (50%) of the monthly recurring rates times the number of months remaining in the initial enrollment service period and, when applicable, the extended enrollment service period.

Unless otherwise specified herein, Video Connect 870 is subject to all applicable general regulations set forth in Sections 2, 5 and 8 preceding.

The customer will be charged a monthly recurring charge for VideoConnect 870 transport per home passed. A "home passed" is defined as a location which has been equipped with fiber optics and loop electronics that have been put in service or activated by the Company and includes the communications facilities, optical to electrical converter at the residence and the industry standard "F" COAX connector at the residence.

The following rates apply:

MONTHLY RECURRING CHARGE, per home passed:

VideoConnect 870

\$13.50

(N)