

# Transparent LAN Service Product Guide (Product Guide)

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# TRANSPARENT LAN SERVICE

## I. <u>GENERAL</u>

Page 1

- A. Service Overview
  - 1. Ethernet Transparent LAN Service (**TLS** or the **Service**) is a high speed data service which provides Ethernet transport over a shared network and to transport the Customer's data between Customer designated Premises within a LATA and within the New York New Jersey Corridor.
  - TLS is available in two service types: Ethernet Multipoint Service (EMS) and Ethernet Relay Service (ERS). EMS is a connection-less TLS that allows connectivity among multiple Customer designated Premises within a LATA and within the New York – New Jersey Corridor. ERS is a connection-oriented TLS that allows point-to-point connectivity between Customer designated Premises within a LATA and within the New York – New Jersey Corridor.
  - 3. TLS is available in two interfaces: User to Network Interface (UNI) or Network to Network Interface (NNI). Ethernet Virtual Circuits (Ethernet TLS EVCs), which are available with the ERS service type only, are required to create point-to-point virtual connections.
    - a. The UNI Port with Access Line Connection consists of a dedicated fiber pair that provides a link from the Customer's- designated Premises to one of Verizon's TLS nodes/switches and the appropriate port interface connection. If the Serving Wire Center of the Customer is not a Verizon TLS node/switch, interoffice mileage as set forth in Section (II)(A)(4) following applies from the Serving Wire Center to the TLS node/switch.
    - b. The NNI Port Only Connection provides a port interface connection from an Interexchange Carrier's network or other service provider's point of presence to one of Verizon's TLS switches.
    - c. The Ethernet TLS EVC provides an Ethernet point-to-point virtual connection between Customer designated Premises.
  - 4. TLS creates a network with the ability to function as a shared public network. Customer must select either EMS or ERS as the service type for each domain.
    - a. With the EMS service type, TLS protects data privacy by using closed user groups (**CUGs**), also known as virtual LANs (**VLAN**). CUGs or virtual LANs are used to provide traffic separation, privacy and security between Customers on the shared switch and backbone. Subscribers in a CUG can only access their own data. An EMS domain is comprised of the number of access lines designated by Customer to be included in a CUG or virtual LAN. EMS provides multipoint-to-multipoint connectivity among all of Customer's access lines within a given domain.
    - b. With the ERS service type, Ethernet TLS EVCs provide point-to-point virtual connectivity between two Customer access lines or between

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Customer's access line and an NNI. An ERS domain is comprised of any number of Ethernet TLS EVCs (one Ethernet TLS EVC = one virtual LAN) designated by Customer to be included in the ERS domain.

- Customer may have more than one domain within a LATA or within the New York – New Jersey Corridor, but connections between EMS domains or between domains of different service types are not permitted.
- B. Acronyms and Definitions

<u>Customer(s)</u>: any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services or other arrangements offered under this Product Guide, including both Interexchange Carriers (**ICs**) and End Users.

<u>Customer Premises Equipment (CPE)</u>: terminal equipment connected to Verizon's network and residing on the Customer's Premises.

<u>End User</u>: any Customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmission offered by such reseller originate on the premises of such reseller.

<u>Facilities</u>: telecommunications cables and equipment owned and utilized by the Telephone Company in the provision of service. For Expanded Interconnection, the term Facilities denotes telecommunications cables and equipment owned/leased and used solely by the Customer in connection with its multiplexing node.

Interexchange Carrier or Interexchange Common Carrier: any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

<u>Local Access and Transport Area (LATA)</u>: a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

<u>Premises</u>: a building, a portion of a building in a multitenant building, or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway. Premises does not include collocation arrangements.

<u>Service Date</u>: the date that a service has been installed, tested and made available to the Customer. A confirmed ASR is required to establish a Service Date.

Verizon Proprietary and Confidential Subject to Non-Disclosure Agreement <u>Serving Wire Center</u>: the first Verizon Wire Center to which Facilities are connected on the terminating path of a call proceeding from the Customer Premises to the terminating end office.

<u>Wire Center</u>: a Verizon building in which one or more central office switches, and cross connection equipment used for the provision of Verizon telecommunications services are located.

# II. SERVICE COMPONENTS

A. Components

The major components of TLS are as follows:

- 1. UNI Port with Access Line Connection
  - a. EMS Standard UNI Port with Access Line Connections, which are available at 10, 100 and 1000 Mbps, provide connectivity between the Customer designated Premises and the Serving Wire Center. Connectivity can be established only between/ among UNI/NNIs of the same service type.
  - ERS Standard UNI Port with Access Line Connections, which are available at 10, 100 and 1000 Mbps, provide connectivity between the Customer designated Premises and the Serving Wire Center. Connectivity can be established only between/among UNI/NNIs of the same service type.

ERS – Standard UNI Port with Access Line Connection requires purchase of Standard ERS EVCs, as described in Section (II)(A)(3)(d)(1) following, in order to establish point-to-point connectivity among the Customer's access lines.

c. EMS – Real Time (**RT**) UNI Port with Access Line Connections, which are available at 100 Mbps or 1,000 Mbps, provide connectivity between the Customer designated Premises and the Serving Wire Center.

This enhanced service class configures a fixed portion of the UNI to be configured for Real Time Traffic, where each 100 Mbps UNI has a Committed Information Rate (**CIR**) equal to 2 Mbps and an Excess Information Rate (**EIR**) equal to 0 and where each 1,000 Mbps UNI has a CIR equal to 10 Mbps and an EIR equal to 0. The remainder of the UNI can be used for CIR = 0 with EIR = 0 traffic.

Connectivity can be established between/among EMS service types (RT and Standard) but not between EMS and ERS service types.

d. ERS - Premier UNI Port with Access Line Connections, which are available at 100 Mbps or 1,000 Mbps, provide connectivity between the Customer designated Premises and the Serving Wire Center. ERS – Premier UNI Port with Access Line Connection requires some combination of ERS-B, ERS-PD, and/or ERS-RT EVC service classes, as described in Sections (II)(A)(3)(d)(2), (3) and (4) following, in order to establish point-to point connectivity among the Customer's access lines.

A Customer cannot mix ERS-Premier UNI ports with any other UNI type.

All of the following requirements must be met in order to provision ERS – Premier UNI Port with Access Line Connections:

- The percentage allocated for EVC bandwidth for ERS-B is less than or equal to 500% of UNI Speed; and
- The percentage allocated for EVC bandwidth for ERS-PD is less than or equal to 85% of UNI Speed; and
- The percentage allocated for EVC bandwidth for ERS-RT is less than or equal to 50% of UNI Speed; and
- The percentage allocated for EVC bandwidth for a combination of ERS-PD and ERS-RT is less than or equal to 85% of UNI Speed; and
- The percentage allocated for EVC bandwidth for a combination of ERS-B, ERS-PD and ERS-RT is less than or equal to 585% of UNI Speed.
- 2. NNI Port Only Connection
  - a. NNI Port Only Connections are available at the speed of 1000 Mbps (1 Gbps) with a single port interface. The NNI Port Only configuration is used for connecting two networks together for bidirectional messaging and is available on a private basis only. NNI Port Only Connections are available as ERS.
  - b. Connectivity can be established only between/among UNI/NNIs of the same service type.
  - c. NNI Port Only Connections can only be accessed via:
    - 1. LAN Extension Service. The channel speed of the LAN Extension Service channel must be sufficient to accommodate the NNI Port speed. The Commitment Period for the NNI Port Only Connection must be the same as the Commitment Period of the corresponding LAN Extension Service.
    - Collocated Interconnection arrangement as described in Section 19.2 of Tariff FCC No. 1, Expanded Interconnection arrangement as described in Section 28.1 of Tariff FCC No. 11, and Expanded Interconnection Services as specified in The Verizon Telephone Companies Tariff F.C.C. No. 14, Section 17, or state tariffs, as applicable (Collocation)

- a. Customer must provide connecting facility assignment (CFA) to which NNI will be cross connected in such an arrangement.
- b. The connection between a Collocation arrangement and TLS must occur within the same Verizon Wire Center, except where LAN Extension Service or Verizon Optical Networking are used to provide the transport between a Collocation arrangement and a TLS NNI Port Only Connection that are not in the same Wire Center.
- 3. Verizon Optical Networking. The channel speed of the Verizon Optical Networking service channel must be sufficient to accommodate the NNI Port speed. The Commitment Period for the NNI Port Only Connection must be the same as the Commitment Period of the corresponding Verizon Optical Networking service.
- 3. Ethernet Virtual Circuit (Ethernet TLS EVC)
  - a. Ethernet TLS EVCs, which are available in various bandwidths, provide point-to-point virtual Ethernet connectivity between two UNIs, between a UNI and an NNI, or between a UNI and a National TLS EVC.
  - b. Ethernet TLS EVCs are only available with ERS.
  - c. The number of EVCs permitted on each ERS Standard UNI Port with Access Line Connection and/or ERS Premier UNI Port with Access Line Connection is limited as follows:
    - 10 Mbps 2 EVCs
    - 100 Mbps No more than 10 EVCs
    - 1000 Mbps No more than 75 EVCs
  - d. Ethernet TLS EVCs are available with the following classes of service:
    - ERS Standard: This service class is available with ERS Standard UNI Port with Access Line Connections at 10, 100 and 1000 Mbps.

ERS Standard is designed for Customer applications that do not require a CIR or low delay, where CIR equals 0 and EIR equals the number of Mbps of the selected ERS Standard EVC service class.

 ERS Basic (ERS-B): This service class is available with ERS – Premier UNI Port with Access Line Connections at various bandwidths between 1 Mbps and 1000 Mbps. ERS-B is designed for Customer applications that do not require a CIR or low delay, where CIR equals 0 and EIR equals the number of Mbps of the selected ERS-B EVC service class.

3. ERS Priority Data (**ERS-PD**): This service class is available with ERS – Premier UNI Port with Access Line Connections at various bandwidths between 1 Mbps and 500 Mbps.

ERS-PD is designed for Customer applications which do not require low delay, but require a CIR, where the CIR equals the number of Mbps of the selected ERS-PD EVC service class and the EIR equals the number of Mbps of the selected ERS-PD EVC service class.

4. ERS-Real Time (**ERS-RT**): This service class is available with ERS – Premier UNI Port with Access Line Connections at various bandwidths between 1 Mbps and 100 Mbps.

ERS-RT is designed for Customer applications which require a CIR and low delay for some portion of their traffic, where the CIR equals the number of Mbps of the selected ERS-RT EVC service class and the EIR equals 0.

- 5. Each ERS EVC can include up to three service classes (ERS-B, ERS-PD and ERS-RT) as described and subject to the threshold requirements specified in Section (II)A)(1)(d) preceding.
- The Customer will be required to identify the Basic, PD and RT Class of Service (CoS) Ethernet frames by one of the following choices:
  - Appropriately setting the VLAN CoS ID (for 802.1q tagged Ethernet Frames); or
  - Appropriately setting the DiffServ Code Point (**DSCP**) (for tagged or untagged Ethernet frames); or
  - Appropriately setting the VLAN ID (for tagged or untagged Ethernet frames).
- 4. Interoffice Mileage
  - a. If Customer's normal Serving Wire Center is not equipped with TLS equipment, Customer may obtain Service from a TLS equipped Wire Center by ordering interoffice mileage.
  - Interoffice mileage charges will apply in addition to TLS UNI/NNI charges. The dB loss cannot exceed the maximum allowable range, as specified in Section (IV)(B)(3) following.
  - c. Verizon has no obligation to notify Customer when TLS equipment is deployed in Customer's normal Serving Wire Center or in a Wire Center that is closer to the Customer's normal Serving Wire Center.

- Should Customer decide to initiate a move of its TLS Facilities when Service becomes available in its normal Serving Wire Center or a closer Serving Wire Center, the regulations set forth in Section (V)(D)(3) following will apply.
- 5. Domain/Ethernet TLS EVC/LAN Extension Equipment Changes
  - a. A domain change is the reassignment of Customer's computer data to a different virtual LAN, at Customer's request. The change is accomplished via a software change in Verizon's database.
  - b. An Ethernet TLS EVC change is any change in the bandwidth of an Ethernet TLS EVC.
  - c. LAN extension equipment changes, other than for maintenance or repair, involve the physical replacement of Verizon provided network interface on an existing TLS access line, at the same location on Customer's designated Premises.
- B. Network Management Methods
  - 1. Customer Service Management (**CSM**) is an optional feature that provides Customers with web-based reports.
    - a. The reports give the Customer the ability to extract "read-only" network traffic information, enabling them to monitor and manage their network performance.
    - b. Network traffic information is not available on any EVC mapped to an NNI.
    - c. CSM is provided per Customer domain.
    - d. CSM is available where conditions and Facilities permit.
    - e. Verizon reserves the right to temporarily interrupt CSM for maintenance, for software upgrades and in emergency situations.

# III. TECHNICAL

A. Technical Specifications

The technical specifications for TLS are currently delineated in the Institute of Electrical and Electronics Engineers (IEEE) 802.3-2002 and IEEE 802.1Q.

Technical specifications are subject to change in accordance with changes adopted by standards-setting industry bodies. Such updates to technical specifications, as they occur, shall be automatically incorporated without the requirement to amend this Product Guide.

### B. Reserved

## IV. TERMS AND CONDITIONS

- A. Deployment and Availability
  - TLS offered pursuant to this Product Guide is offered as a jurisdictionally interstate service (i.e., the traffic is at least 10% or more interstate in nature). If the TLS Service is not jurisdictionally interstate, then Customer shall inform Verizon of the same and shall purchase such services (if available and offered by Verizon) pursuant to the applicable arrangement offered by Verizon (e.g., tariff or contract).
  - 2. TLS is currently available in the operating territories of the following Verizon operating telephone companies:

California – Verizon California Inc. Delaware - Verizon Delaware LLC District of Columbia – Verizon Washington DC Inc. Florida – Verizon Florida LLC Illinois – Verizon North Inc. Maine – Verizon New England Inc. Maryland – Verizon Maryland Inc. Massachusetts - Verizon New England Inc. New Hampshire – Verizon New England Inc. New Jersey - Verizon New Jersey Inc. New York - Verizon New York Inc. North Carolina - Verizon South Inc. Ohio – Verizon North Inc. Oregon - Verizon Northwest Inc. Pennsylvania - Verizon Pennsylvania Inc., Verizon North Inc. Rhode Island – Verizon New England Inc. South Carolina - Verizon South Inc. Texas - Verizon Southwest Inc. Vermont – Verizon New England Inc. Virginia - Verizon Virginia Inc., Verizon South Inc. Washington - Verizon Northwest Inc. West Virginia – Verizon West Virginia Inc.

- 3. TLS will be provided seven days a week, 24 hours a day, from Wire Centers equipped to provide this Service with the exception specified in Section (IV)(H) following. TLS is available where Facilities and conditions permit.
- 4. Where suitable Facilities and equipment are not sufficient or do not exist to provide TLS, Verizon may provide the Service subject to additional special construction, if any. If Customer agrees to the special construction charges, the Parties shall either enter into a separate agreement for such special construction, or enter into an amendment to an existing agreement, as mutually agreed to by the Parties.

- 5. Verizon may discontinue the Service with no less than a 30-day written notice provided to the Customer. On and subsequent to the effective date of the Service discontinuance, Customer will no longer be able to purchase or order any new Service. However, Customer can add, move, or change its existing Service as long as such activity does not result in a new Service establishment or a new Commitment Period. For existing Service ordered on a month-tomonth term plan, Customer will have six (6) months from the effective date of the Service discontinuance to convert the Service to another service provided by Verizon or disconnect the Service. For existing Service ordered under a term plan of 3 or 5 years. Customer can retain the Service until the expiration date of the term plan. Upon expiration of the term plan, Customer must convert the Service to another service provided by Verizon or disconnect the Service, but in no event shall the Customer have less than six (6) months from the effective date of Service discontinuance to convert the Service to a different service provided by Verizon or to disconnect the Service.
- 6. Verizon may grandfather the Service or a portion of the Service (Grandfathered Service) with no less than a 30-day written notice provided to the Customer. On and subsequent to the effective date of the grandfathering of the Service, Customer will no longer be able to purchase or order any new Grandfathered Service. However, Customer can add, move, or change the existing Service as long as such activity does not result in a new Commitment Period. Customer can retain the existing Service until the term plan expiration or on a month-to-month basis as specified in Section (V)(C)(2) following.

#### B. Product Limitations

	UNI Interface	NNI Interface
Network Interface Device (NID) at		
Customer designated Premises to		
terminate the fiber pair	Χ	
Dedicated fiber pair from Customer		
designated Premises to the		
Serving Wire Center	Х	
Network management including		
fault monitoring and diagnostics,		
performance and network		
configuration applications and		
manual monitoring when		
necessary	Х	Х
A dedicated port on the		
node/switch	Х	X
One or more Ethernet TLS EVCs		
(ERS service type only)	Х	Х
TLS interoffice mileage, where		
applicable	Х	
Optional features, if applicable	Х	X

1. TLS includes the following when provided with:

- 2. A typical TLS network will be limited to Wire Centers in a specific geographic location. Customers gain access to the shared TLS network via TLS equipment deployed in Customer's Serving Wire Center.
- 3. TLS provided with a UNI is available to Customers whose Serving Wire Center is equipped with TLS equipment and whose location is within the maximum allowable range of the Serving Wire Center.
  - a. The maximum allowable range is determined by the dB loss rate so the actual distance between the TLS equipped Serving Wire Center and the Customer's location may vary due to the facility used in each serving arrangement.
  - The maximum dB loss cannot exceed 20dB @1310nm for 10 Mbps service, 26dB @1310nm for 100 Mbps service, 9.5db @1330nm for 1000 Mbps or 22dB @1550nm for 1000 Mbps.
- 4. The supported transmission mode for 10 Mbps, 100 Mbps and 1000 Mbps access is full duplex.
- C. Reserved
- D. Reserved
- E. Responsibilities of the Parties
  - 1. TLS Connections
    - a. The network interface is the LAN interface on the TLS equipment at Customer designated Premises.
    - b. Customer is responsible for any inside wire required in connecting the LAN to the TLS equipment.
    - c. Customer is responsible for installation, operation, and maintenance of any Customer-provided equipment.
    - d. Verizon has the Service responsibility up to and including the network interface.
- F. Reserved
- G. Reserved
- H. Reserved
- I. Maintenance Window

To meet Customers' requirements, occasional network upgrades must be performed. These network upgrades are needed to provide improved performance and new features. Generally these upgrades will be performed between the hours of 11 PM and 8 AM local time.

Network upgrades are planned to provide Customer with reasonable and timely notification in order to minimize any impact on Customer's Service.

Verizon reserves the right to perform maintenance at any time, at its discretion, when it believes such unscheduled maintenance is necessary to maintain network performance. Verizon will make reasonable effort to provide notice to those Customers likely to be affected by such maintenance work.

J. Conversions and Upgrades

When the Customer requests an upgrade in UNI/NNI speed (10 Mbps to 100 Mbps) or change in service type (EMS to ERS), at an existing address, the upgrade in UNI/NNI speed or change in service type will be treated as a termination of the existing Service and the establishment of a new Service for the application of all charges.

Early termination charges are waived subject to the conditions specified in Section (V)(D)(6) following.

- K. Reserved
- L. Reserved

## V. APPLICATION OF RATES AND CHARGES

- A. Rate Structure
  - 1. UNI Port with Access Line Connection
    - a. A monthly rate applies on a per-line basis and is differentiated by the speed of the access connection (i.e., 10, 100 or 1000 Mbps).
    - b. A nonrecurring charge applies to the installation of the UNI Port with Access Line Connection when purchased on a month-to-month basis.
  - 2. NNI Port Only Connection
    - a. A monthly rate applies on a per port connection basis.
    - b. A nonrecurring charge applies to the installation of the NNI Port Only Connection.
  - 3. Ethernet Virtual Circuit (Ethernet TLS EVC)
    - a. For Customers who order the ERS Standard EVC, a monthly rate applies on a per ERS Standard EVC basis and varies by the bandwidth selected.

- b. The EVC bandwidth must be equal to the lower speed bandwidth of the two end points it is connecting.
- c. For Customers who order the ERS-B, ERS-PD, or ERS-RT EVC, a monthly rate applies, per CoS, on a per EVC basis, and varies by the bandwidth selected.
- d. A nonrecurring Setup Charge applies per ERS EVC.
- e. A Customer may have more than one CoS on the EVC, but only one EVC Setup Charge applies.
- 4. Interoffice Mileage
  - a. The interoffice mileage charge is applied on a per line, per mile basis. The per mile charge is multiplied by the distance between the Customer's Serving Wire Center and the nearest TLS equipped Wire Center.
  - b. The mileage measurement is calculated as specified by NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4.
  - c. Interoffice mileage monthly charges apply in addition to the applicable rates and charges for the TLS Access Line.
- 5. Domain/Ethernet TLS EVC/LAN Extension Equipment Changes
  - a. Customer requests for changes in domains, changes in bandwidth of Ethernet TLS EVCs or replacement of LAN extension equipment will be charged a nonrecurring charge per location, per change.
- 6. Network Management Methods
  - a. Customer Service Management (CSM)

A monthly rate and a nonrecurring charge apply for each CSM arrangement. The Customer will be charged on a per domain basis. The nonrecurring charge applies in addition to all other applicable Service charges.

B. Term Plans

The TLS UNI Port with Access Line Connection and NNI Port Only Connection are available for term plans of month-to-month, 3 Years and 5 Years (**Commitment Periods**).

- C. Extension and Renewal of Commitment Period
  - 1. Prior to the end of the Commitment Period, the Customer may select one of the following options, to be effective at the end of the Commitment Period:
    - Renew for the same Commitment Period;

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- Commit to a new Commitment Period of shorter or longer duration; or
- Discontinue Service.
- In the event Customer does not select one of the above options, Customer will be converted to a month-to-month Commitment Period for the same Service until the earliest to occur of the date (a) the Customer cancels the Service, (b) Verizon discontinues the Service as specified in Section (IV)(A)(6) preceding, or (c) subject to Section (IV)(A)(5) and (IV)(A)(6) preceding, a valid order for a new term plan is accepted by Verizon from Customer.
- D. Additional Charges
  - 1. Reserved
  - 2. Reserved
  - 3. Moves and Changes
    - a. When Customer requests a move or relocation of the TLS access line to a different address and/or different building (**Outside Move**), the move or relocation will be treated as a termination of the existing Service and the establishment of a new Service for the application of all charges.
    - b. When Customer requests a move or relocation of the TLS access line to a new location within the same address and/or same building (Inside Move), the move or relocation will be treated as a termination of the existing Service and the establishment of a new Service for the application of all charges. Early termination charges are waived subject to the conditions specified in Section (V)(D)(6) following. Inside Moves are subject to applicable charges, if any, for time and materials incurred by Verizon.
  - 4. Reserved
  - 5. Order Cancellation
    - a. Customer may cancel an order for the installation of Service at any time prior to notification by Verizon that Service is available for Customer's use or prior to the Service Date, whichever is later. The cancellation date is the date Verizon receives an order from the Customer canceling the order.
    - b. A Customer may negotiate an extension of a Service Date for installation of new Service or rearrangements of existing Service, and a Service Date Change Charge will apply. However, the new Service Date cannot exceed the originally established Service Date by more than 30 calendar days.
    - c. If Customer or Customer's end user (i) does not accept, or is unable to accept a TLS Service within thirty (30) calendar days after the original Service Date; or (ii) fails to negotiate within thirty (30) calendar days after

the original Service Date a new Service Date that is within thirty (30) calendar days after the original Service Date, the order will be cancelled on the thirty-first (31<sup>st</sup>) calendar day after the original Service Date without any action required by Customer. Cancellation charges will apply.

- d. When Customer cancels an order in whole or in part for TLS prior to the installation of TLS, cancellation charges will apply on a per line basis (**Cancellation Charges**). Applicable Cancellation Charges are based upon certain critical dates as discussed below which are met by the amount of provisioning completed by Verizon at the time the order is cancelled.
- e. The critical dates tracked by Verizon are as follows:
  - 1. Application Date (**APP**): The date the Customer provides commitment and sufficient information To Verizon. This is also the order date.
  - 2. Scheduled Issue Date (SID): The date that the order is to be entered in Verizon's order distribution system.
  - 3. Design Layout Report Date (**DLRD**): The date the Design Layout Report (DLR) is to be forwarded to the Customer.
  - 4. Records Issue Date (**RID**): The date that all design and assignment information is to be sent to the central office and installation forces.
  - 5. Wired and Office Tested Date (**WOT**): The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice Facilities, if applicable, tested.
  - 6. Plant Test Date (**PTD**): The date on which overall testing of the service is to be started.
  - 7. Service Date (**DD**): The date on which service is to be made available to the Customer. This is sometimes referred to as the Due Date.
- 6. Termination Liability

Early termination charges will apply only to those rate elements under a term plan.

- a. In the event Service is terminated by Customer prior to completion of the current Commitment Period, Customer shall be liable for an early termination charge, except as noted in (b) following.
  - 1. Termination liability will be fifty percent (50%) of the monthly recurring charge(s) (**MRC**) for Ethernet TLS for the remainder of the Commitment Period.

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- b. Early termination charges will not be assessed under the following circumstances:
  - The Customer moves its existing Service to a new location within the same address and/or same building (Inside Move) and maintains that Service for the remainder of the Commitment Period; or
  - 2. The Customer converts to a new term plan for the same Service before the current term plan expires, and the dollar value of the new term plan is equal to or greater than the remaining dollar value of the current term plan; or
  - 3. The Customer changes Service from ERS to EMS (or vice versa) under a new term plan, and the dollar value of the new term plan is equal to or greater than the remaining dollar value of the current term plan; or
  - 4. The Customer upgrades Service to a higher speed or capacity under a term plan, provided the following conditions are met:
    - The dollar value of the new term plan is equal to or greater than the remaining dollar value of the current term plan; and
    - The order to discontinue the existing Service and the order for the new Service are received by Verizon at the same time.
- 7. Minimum Period

The minimum period for TLS under the month-to-month plan is nine months. There are no minimum period obligations for Ethernet TLS EVCs.

- 8. Reserved
- 9. Service Date Change Charge

Service Dates for the installation of new Services or rearrangements of existing Services may be changed, but the new Service Date may not exceed the original Service Date by more than thirty (30) calendar days. When, for any reason, the Customer indicates that Service cannot be accepted for a period within thirty (30) calendar days of the Service Date, and Verizon accordingly delays the start of Service, a Service Date Change Charge will apply, on a per order, per occasion basis.