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tw telecom of new york l.p. d/b/a tw telecom

NY PSC No. 6 – Telephone

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 6 - BUSINESS NETWORK SWITCHED SERVICES, (CONT'D.)

6.2 Service Descriptions and Rates, (Cont'd.)

6.2.11 Converged Voice Service

A. General

tw telecom Converged Voice Service is a flexible bandwidth bundled service consisting of local exchange service with selected features, a Long Distance and/or Toll Free usage allowance and the option of adding Internet Access and/or Virtual Private Network (VPN) service as specified in the Company's Private Line tariff.

All Converged Voice services include a fully managed integrated access device placed at the Customer premises and can be configured with varying bandwidth capacities:

For services provided via a TDM interface, a Customer may purchase bandwidths of service from 1.5 Mbps up to 6 Mbps in increments of 1.5 Mbps.

For services provided via an Ethernet interface, a Customer may purchase bandwidths of service from 2 Mbps to 50 Mbps in increments of 2 Mbps up to 10 Mbps and increments of 5 Mbps up to 50 Mbps.

The integrated access device provided by the Company is furnished with a separate, mandatory battery back-up. Although the Company owns and maintains the integrated access device as part of its system equipment, the separate battery back-up is purchased by the Customer and becomes its property and responsibility, including maintenance and replacement. The battery back-up is not part of the system equipment as that term is defined and used in this tariff. The cost of the non-optional battery back-up is included in the quoted charge for service. The Company will not be responsible for the maintenance or repair of the battery back-up. The Customer acknowledges that in the event of a power failure, the failure of the battery back-up system will result in loss of service, including 911 service, and that the Company bears no responsibility for such loss of service. The manufacturer of the battery back-up offers a warranty, but the Customer must take affirmative action to activate this warranty or it will not be effective. It is the Customer's responsibility to activate this warranty by following the instructions provided in the service order.

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