

Upward Communications, LLC
PSC Tariff No. 1
Effective Date: September 10, 2015

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SECTION 3 -DESCRIPTION OF SERVICES AND RATES

3.1 High Capacity SONET Service

- a. Carrier offers DS-1 high capacity, fiber optic, redundant SONET point to point service.

b. Rates Per DS-1

Customer pays both a Monthly Recurring Flat Rate and a Monthly recurring Rate per Airline Mile.

	Min	Max
Monthly recurring Flat	\$100	\$1,000
Monthly recurring Rate per Airline Mile	\$1	\$100

c. Rates Per DS-3

Customer pays both a Monthly Recurring Flat Rate and a Monthly Recurring Rate per Airline Mile

	Min	Max
Monthly recurring Flat	\$1,000	\$15,000
Monthly recurring Rate per Airline Mile	\$100	\$3,000

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3.1 High Capacity SONET Service (cont'd)

- d. Service is offered for a ten year term, and is subject to early termination fee for each circuit disconnected prior to expiration of the term, calculated as follows:

Number of unexpired months In 10 year term	X	Total recurring rate per month	X	50%
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- e. Specifications

DS-1 Services are provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119) and Technical Reference 540144. DS-1 and S-3 Services operate at 1.544 and 44.736 Mbps, respectively.

Performance Standards:

General. Service standards apply on a one-way basis between Upward Communication's POPs and exclude nonperformance due to any Force Majeure Event, planned interruptions necessary for maintenance purposes, or other reasons set forth below. Upward Communication's Private Line Services will be provided according to the following performance standards and objectives:

Type of Service	Error Free Seconds	Availability
DS-1	99.99%	99.999%
DS-3	99.99%	99.999%

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3.1 High Capacity SONET Service (Cont'd)

e. Specifications (cont'd)

Notes:

Error Free Seconds are averaged over any consecutive twenty-four (24) hour period. Availability is measured per twelve (12) month period.

Availability: Availability is a measurement of the percent of total time that service is operative when measured over a 365 consecutive day (8,760 hour) period. Service is considered inoperative when there has been a loss of signal or when two consecutive 15 second loop-back tests confirm the observation of any severely errored seconds or a bit error rate equal to or worse than 1×10^{-6} . Availability shall be 99.9998% from Upward Communications' POP to Upward Communications' POP measured over a one (1) year period.

Error Free Seconds. Error Free Seconds (EFS) are a measure of the percentage of total seconds when measured over a consecutive 24 hour period that do not contain bit errors. Performance shall be measured on a one-way basis using a Pseudo Random Bit Sequence test pattern as defined in CCITT Recommendation 0.151.

Repair Objective. Upward Communications will use commercially reasonable efforts to meet a performance objective for repair of Service of 2 hours. No liability of any nature shall attach to Carrier if this objective is not met.

Performance Monitoring and Performance Reports: Customer will promptly notify Upward Communications of any Availability or Error Rate performance problems with a Service. Upward Communications will reasonably accept Customer's measurements of the performance of the Services until Upward Communications provides Customer access to, through a dial-up link on the Internet, Availability and Error Rate Performance statistics for all Services provided,

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3.1 High. Capacity SONET Service (Cont'd)

e. Specifications (cont'd)

Acceptance-Initial Turn-up and after Maintenance:

ES Per 24 Hours	10
SES Per 24 Hours	1
SFE Per 30 Days	1

Maintenance – Requiring Attention:

ES Per 24 Hours	50
SES Per 24 Hours	5
SFE Per 30 Days	3
% Error Free Seconds Per Quarter	99.985

Definitions:

ES (Error Seconds) An ES is any second in which one or more bits are in error or contain one or more CRC 6 error events or Out Of Frames (OOFs).

SES - (Severely Errored Seconds) An SES is any second in which the Bit Error Rate is worse than 1×10^{-6} , one or more OOFs.

SFE - (Short Failure Event) An SFE occurs when an outage is greater than 10 seconds but less than 120 seconds.

OOF - (Out of Frame) An event that causes the terminal to be out-of-frame. An OOF is declared when any two of four, any two of five, or any three of five consecutive frame synchronizing bits received contain a bit error.

Unavailability or Outage is a measure of the time that Customer loses a signal or receives a signal so poor that it is unavailable. A Private Line Service is unavailable and an unavailable time begins when the BER in each second is in excess of 10^{-6} for any period of time, or that for a period of ten (10) or more consecutive seconds the BER is in excess of 10^{-6} . These ten (10) consecutive seconds are considered to be part of the unavailable time. The period of unavailable time ends when the BER in each second is better than 10^{-6} for a period of ten (10) consecutive seconds. These ten (10) consecutive seconds are considered to be available time.

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3.2. Other Services

3.2.A. Other services, including fractional point-to-point high-speed digital point-to-point services and services with varying term commitments, may be provided by the Carrier on an Individual Case Basis (ICB), depending on such factors as length of loops involved, quality of loops and other factors.

3.3. Individual Case Basis CTCB) Arrangements

3.3.A. In lieu of the rates set forth in this Tariff, carrier may enter into Individual Case Basis rates or contracts with customers in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing, and will be available to similarly-situated customers on a non-discriminatory basis. All such rates will be filed as addenda to effective rate schedules in accordance with Commission requirements.

3.4 Minimum and Maximum Rates

This Tariff contains minimum and maximum rates pursuant to the Commission's flexible pricing plan. Rates and service charges may be changed on one day's notice to affected Customers and to the Commission. Customers will have until the conclusion of the billing cycle for which the rate change was effective to terminate service or decline to accept service at the new rate. If the Customer so terminates service, Carrier will bill recurring rate elements at the old rate for the remainder of the billing cycle in which the change is made. If the Customer does not terminate service, rates for non-recurring elements will change as of the date specifies. In all cases, all other rate elements, including usage and non-recurring charges, will change as of the date the Carrier specifies.