ACCESS SERVICE

21. Line Information Data Base (LIDB) Access Service

21.1 General

LIDB Access Service provides the customer the ability to query, in the form of signaling information, the Telephone Company's LIDB when used in conjunction with the Telephone Company's Common Channel Signaling (CCSA) option.

Customers may also obtain LIDB Access Service through a CCSA Hub provider that has previously ordered CCSA links and LIDB Access Service from the Telephone Company.

The LIDB contains the working telephone number of all Telephone Company end user customers, along with the calling card Personal Identification Number (PIN) associated with that telephone number or any restrictions regarding the acceptance of collect calls or charges for calls billed to a third number.

21.1.1 Limitations on Use - Proprietary Information

(A) Unless expressly authorized in writing by the customer and the Telephone Company, LIDB Access Service is not to be used for purposes other than those functions described in 21.2 following.

(B) Data accessed from LIDB may not be stored elsewhere by the customer for future use.

(C) Proprietary information residing in the Telephone Company LIDB is protected from unauthorized access and may not be stored in a customer's data base for any reason.

Examples of proprietary information include, but are not limited to, the following:

- Billed Number
- Personal Identification Numbers (PINs)
- Primary Interexchange Carrier (PIC) Information
- Originating Station or Equipment Indicators
- Billed Number Screening Indicators
- IC Denial Information
- Reports on LIDB Usage
- Information related to billing for LIDB usage
- Local Primary Interexchange Carrier

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21. Line Information Data Base (LIDB) Access Service (Cont'd)

21.1 General (Cont'd)

21.1.2 Liability

In the event of a claim or suit, by a customer or by any others for damages associated with LIDB Access Service, including but not limited to, any claims or suits for damages associated with the accuracy of the billing validation data accessed by the customer from LIDB, the Telephone Company's liability, if any, shall be as set forth in Section 2.1.3 preceding.

21.2 LIDB Service Applications

LIDB Access Service is provided by the Telephone Company to its customers in support of the following applications:

- Validation Service

- Originating Line Number Screening (OLNS) Service

Following are detailed descriptions of each of the available service applications:

21.2.1 Validation Service

Validation Service provides access to billing validation data residing in the Telephone Company LIDB for use with Alternate Billing Services (e.g., credit card, third number billed, collect).

Validation Service provides the customers the ability to validate calling cards, and toll billing exception data. In addition, Validation Service provides customers the ability to verify that a station being charged is not a pay telephone.

Validation Service provides customers with billing validation data required to perform the following functions:

- validation of Telephone Company and certain Independent Telephone Companies calling cards;

- determination of Toll Billing Exception information for use with alternately billed calls (e.g. collect, third party);

- determination of billed lines as a public or semi-public pay telephone;

21. Line Information Data Base (LIDB) Access Service (Cont'd)

21.2 LIDB Service Applications (Cont'd)

21.2.2 Originating Line Number Screening (OLNS) Service

OLNS Service provides customers with access to the Telephone Company's LIDB to facilitate the completion of originating calls from working telephone numbers. In response to a properly formatted OLNS query, the Telephone Company will provide the originating screening requirements for call processing and billing that are associated with the originating line.

21.3 Ordering Options and Conditions

For LIDB Access Service, the customer shall specify, per access order, the LIDB OPC(s) and Location Identification Code(s) that will access the Telephone Company LIDB. When the order is placed, the Telephone Company will provide NPA, NXX and Revenue Accounting Office Codes for the customer's use in populating global title translation tables.

ACCESS SERVICE

21. Line Information Data Base (LIDB) Access Service (Cont'd)

21.4 Manner of Provision

21.4.1 Performance Standards

The Telephone Company performance standard for LIDB Access Service shall be set at an annual objective of no greater than 12 hours of downtime per LIDB.

21.4.2 LIDB Response Standard

The average response time for a LIDB query is .5 seconds per query and should not exceed 1 second for 99 percent of all queries.

21.4.3 Data Base Updates

The Telephone Company will update the LIDB information; e.g. add, delete, and modify customer accounts as customers move, become delinquent on their account or order new service. Routine updates (i.e., add, deletes, changes) of the Telephone Company LIDB will be conducted daily during normal business hours.

The Telephone Company has procedures in place to deactivate, both on a mechanized and manual basis, billing validation data in the event of fraudulent use. These procedures include monitoring calling card activity 24 hours a day, 7 days week through the use of thresholds based on the number of call attempts charged to the Telephone Company's calling card. Calling card thresholds are set based on historical customer calling patterns. If the threshold for a calling card is exceeded, the mechanized system automatically sends a notification to a Telephone Company investigator. The Telephone Company will also investigate reports of suspected fraudulent calling card activity received from LIDB customers. Once fraudulent activity is suspected, the Telephone Company will investigate and take appropriate action in a timely manner including, where indicated, deactivation of the Telephone Company's calling card.

(TR 1)

21. Line Information Data Base (LIDB) Access Service (Cont'd)

21.5 Report Requirements

21.5.1 Jurisdictional Report Requirements

LIDB Access Service will be subject to Jurisdictional Report Requirements as set forth in Section 2.3.10(A)(6) preceding.

21.5.2 Network Management

The customer shall provide, on a semi-annual basis, a LIDB Network Management Report, as described in Technical Publication TR-NWT-000954. The Telephone Company will implement network management controls such as automatic code gapping which will instruct the query originator (i.e. LIDB customer) to reduce the number of queries sent to an overloaded LIDB. The Telephone Company will return an Automatic Code Gap (ACG) component in the response to LIDB access customers' queries when the LIDB has reached an overload condition. ACG is applied uniformly to all accessors of the LIDB. When the LIDB customer receives an ACG response, the customer is expected to enter the six digit code (i.e., NPA-NXX) on a control list and follow the code gapping procedures outlined in Section 3.5.4 of TR-NWT-000954. Once the overload condition is over, the response from the LIDB will no longer contain the ACG component and the six digit code should be removed from the LIDB customer's control list.

21.6 Testing Requirements

21.6.1 Acceptance Testing Requirements

At no additional charge, the Telephone Company will cooperatively test with the customer, at the time of installation, network compatibility and other operational tests as described in Technical Reference TR-NWT-000954. Successful completion and acceptance of all testing requirements must occur in order to receive LIDB Access Service.

21.6.2 Additional Cooperative Acceptance Testing Requirements

Additional Cooperative Acceptance Testing as described in Section 13. preceding will be performed on a cooperative basis with the customer. Additional Cooperative Acceptance Tests for LIDB Access are described in Technical Publication TR-NWT-000954.

Rates and charges for Additional Cooperative Acceptance Testing are set forth in Section 31.13 following.

ACCESS SERVICE

21. Line Information Data Base (LIDB) Access Service (Cont'd)

21.7 Rate Categories

LIDB Access Service is subject to recurring charges on a per query basis. The LIDB Transport Charge provides for the transport of the query and response.

LIDB Access Service is also subject to a nonrecurring charge. The LIDB Service Establishment Charge provides for the establishment of Originating Point Codes into the Telephone Company STP and SCP routing and screening tables. The nonrecurring charge will apply on a per Originating Point Code (OCP) basis. Changes in a LIDB OPC will be treated as a discontinuance of the existing OPC and an installation of a new OPC and will be subject to nonrecurring charges and new minimum period requirements.

21.8 Rate Regulations

21.8.1 LIDB Service Establishment Charge

The LIDB Service Establishment Charge is a nonrecurring charge which will apply for the establishment of Originating Point Code(s). The charge will also apply when changes are made to existing OPC(s). The LIDB Service Establishment Charge will apply per OPC.

21.8.2 LIDB Transport Charge

The LIDB Transport Charge will apply for the transport of the LIDB Service Application query from the Telephone Company Signaling Transfer Point to the Service Control Point and back. This charge will apply per query.

21.8.3 Validation Service Charge

The Validation Service Charge will apply for the data base look up and validation of calling card, toll billing exception and public or semi-public performance data. This charge will apply per query.

21. Line Information Data Base (LIDB) Access Service (Cont'd)

21.8 Rate Regulations (Cont'd)

21.8.4 OLNS Service Charge

The OLNS Service Charge will apply for the database look up and identification of the originating screening requirements for call processing and billing that are associated with an originating line. This charge will apply per query. The OLNS query response will provide information concerning the line that is originating a call. This information would include, but not be limited to, the following examples:

- Service or equipment indicator: POTS, coin, dormitory, hotel/motel, prison;

- Treatment indicator: Automated treatment i.e. provide an announcement, Operator treatment i.e. always attach line to an operator, Special treatment i.e. attach line to operator due to handicapped customer.

The rates and charges for LIDB Access Service are set forth in Section 31.21 following.

21.9 Billed Number Screening (BNS) Confirmation Service

Billed Number Screening (BNS) Confirmation Service is a service that is available to end users subscribing to BNS Service for the verification of BNS screening codes contained in the Line Information Data Base (LIDB). This service is available at no charge from any Telephone Company Service Center either in a verbal or written format.

(TR 1)

ACCESS SERVICE

22. Alert Transport Service Basic Serving Arrangement

MAPPING OF BASIC SERVING ARRANGEMENT

The following is a mapping from the industry standard arrangement name to the arrangement name utilized in this tariff.

Industry Standard	FairPoint Telephone Companies
Dedicated Alert Transport BSA	Alert Transport Service

(TR 1)

ACCESS SERVICE

22. Alert Transport Service Basic Serving Arrangement

22.1 General

Alert Transport Service provides for the passing of signals via dedicated links which are used to report alert messages (e.g., fire, burglary) from a customer's client's line when ordered for use in conjunction with the Telephone Company's local exchange service Alarm Connect SM Alert Transport Service.

22.1.1 Dedicated Link

(A) The Dedicated Link provides for two-way transmission from the Telephone Company Host Processor to the customer designated premises. The Dedicated Link is provided with transmission capability in the nominal frequency range of 300 to 3000 Hz.

(B) A minimum of two Dedicated Links must be ordered to the Host Processor.

(C) Following are the compatible network channel interface (NCI) and network channel (NC) codes for the Dedicated Link:

NC	Terminating NCI	Compatible Originating NCI
LGD-	04DM2.3	04DA2
		04DB2
		02FCF
		04DS8.15
		04DS9.15
		04DS6.44

22.1.2 Port Access

Port Access provides for a termination at the Host Processor

(A) Port Access is the means through which the dedicated link accesses the Host Processor

(B) A minimum of two Ports must be ordered to ensure redundant dedicated links.

22.1.3 Minimum Period

The minimum period for Alert Transport Service BSA is 3 months.

ACCESS SERVICE

22. Alert Transport Service Basic Serving Arrangement (Cont'd)

22.1 General (Cont'd)

22.1.4 Liability

In the event of a claim or suit, by a customer, or a customer's client for damages associated with Alert Transport Service, the Telephone Company's liability, if any, shall be as set forth in Section 2.1.3 preceding.

22.2 Rate Regulations

There are two types of rates and charges that apply to Alert Transport Service. These are monthly rates and nonrecurring charges.

22.2.1 Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that the service is provided. For billing purposes, each month is considered to have 30 days. Alert Transport Service monthly rates are:

(A) Termination

The Termination rate applies for the termination of the Dedicated Link at the customer designated premises.

(B) Transport

The Transport rate applies on a fixed and a per mile basis per month. The transport rate applies for the transmission facilities of the link from the serving wire center of the customer designated premises to the Telephone Company Host Processor. The transport mileage is calculated on the airline distance between the serving wire center of the customer designated premises and the serving wire center of the Telephone Company Host Processor, based on the V&H Coordinates method as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. (NECA) TARIFF F.C.C. No. 4.

(C) Port

The Port recurring rate applies for the termination into the Telephone Company Host Processor.

ACCESS SERVICE

22. Alert Transport Service Basic Serving Arrangement (Cont'd)

22.2 Rate Regulations (Cont'd)

22.2.2 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Nonrecurring Charges apply for the termination of the Dedicated Links used in the provision of Alert Transport Service per link connection and per port for the Port Access at the Host Processor.

22.3 Host Processor Locations

Following is a list of Telephone Company locations in which Host Processors reside and their respective Common Language Location Identifier (CLLI).

22.3.1 Host Processor Locations

(A) Maine

Address	CLLI
380 Cumberland St. (45-55 Forest Ave.) Portland, ME	PTLDMEFO

(TR 1)

23. FairPoint Enterprise Service Fiber Distributed Data Interface

23.1 General

FairPoint Enterprise Service Fiber Distributed Data Interface (FES FDDI) provides 100 Mbps data transmission speed over fiber optic facilities between customer owned Local Area Networks (LANs).

Effective November 3, 2000, FES FDDI is no longer available to new subscribers.

23.2 Service Description

FES FDDI is provided on single mode fiber optic facilities at a digital speed of 100 Mbps. FES FDDI is provided in conformance with American National Standards Institute (ANSI) Standards (X3T9.5). Customer designated premises are connected through one or more FES FDDI Hubs. Customer Premises Equipment (CPE) must conform to the foregoing FDDI standards.

FES FDDI is a dedicated service which will be designed to meet each customer's specific requirements. The Telephone Company will work cooperatively with the customer to determine the location and number of Hubs required to provide the desired FES FDDI Service configuration, based on facility availability and signal regeneration requirements.

FES FDDI, and when applicable, optional features, are provided where suitable fiber optic facilities exist between a customer designated premises and a FES FDDI Hub and between FES FDDI Hubs. Where suitable fiber optic facilities do not exist, subject to the provisions of 2.1.4 Provision of Services, and 5.1.3 Special Construction preceding, FES FDDI Service will be provided within one year from receiving a customer's request for service or, in the case of special construction, within one year from the date the special construction agreement is signed by the customer.

23. FairPoint Enterprise Service Fiber Distributed Data Interface (Cont'd)

23.3 Technical Specifications

Technical equipment requirement, compatibility requirements, technical specifications, features and functions, and performance parameters for FES FDDI are contained in:

- ANSI X3.139, ANSI X3.148, ANSI X3.166 and ANSI X3.184.
- ANTC FDDI SMT Test Suite, ANTC FDDI MAC Test Suite, ANTC FDDI PHY Test Suite and ANTC FDDI PMD Test Suite.

23.4 Channel Interfaces

The compatible network channel interface (NCI) and network channel (NC) codes for FES FDDI:

NC	NCI
HM	02FCF10

ACCESS SERVICE

23. FairPoint Enterprise Service Fiber Distributed Data Interface (Cont'd)

23.5 Optional Features and Functions

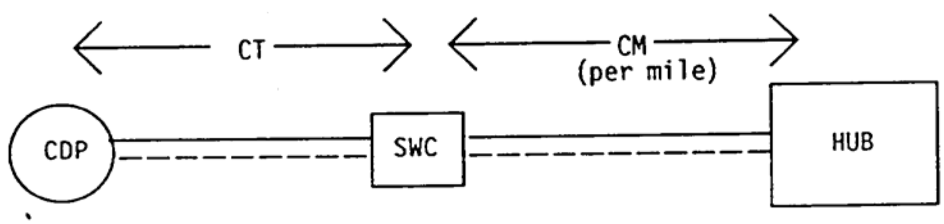
FES FDDI Service may be provided with the following optional features and functions.

23.5.1 Loop Diversity

Loop Diversity is an optional feature in which an additional FES FDDI Channel Termination is provided over different loop facilities on the same route using the same entrance facilities between the customer designated premises and the same FES FDDI Hub as the primary FES FDDI Channel Termination. Both loop facilities are connected to the same concentrator but different modules in the FES FDDI Hub.

The FES FDDI Channel Termination, and when applicable Channel Mileage, monthly rates apply for each Loop Diversity channel termination provided between the customer designated premises and the same FES FDDI Hub as the primary FES FDDI Channel Termination. In addition, a monthly rate applies for the Loop Diversity Channel Termination.

Example: FES FDDI connecting a customer designated premises and a FES FDDI Hub with the Loop Diversity Optional Feature.



________ Normal FDDI Channel Termination

- - - - Loop Diversity Channel Termination

CDP = Customer Designated Premises
CT = Channel Termination
CM = Channel Mileage
SWC = Serving Wire Center

Applicable Rate Elements are:

- Channel Termination (2 applicable)
- Channel Mileage (2 sections)
- Loop Diversity Optional Feature (1 applicable)

ACCESS SERVICE

23. FairPoint Enterprise Service Fiber Distributed Data Interface (Cont'd)

23.5 Optional Features and Functions (Cont'd)

23.5.2 Route Diversity

Route Diversity is an optional feature in which an additional FES FDDI Channel Termination is provided on a different route using different entrance facilities between the same customer designated premises and the same FES FDDI Hub as the primary FES FDDI Channel Termination or between the same customer designated premises as the primary FES FDDI Channel Termination and a different FES FDDI Hub. The alternate route may be provided through a wire center other than the wire center that normally serves the customer premises. The wire center associated with the alternate route will be specified by the Telephone Company. The mileage used to determine the channel mileage rate for the Route Diversity channel termination is based on the wire center to which the Route Diversity is ordered.

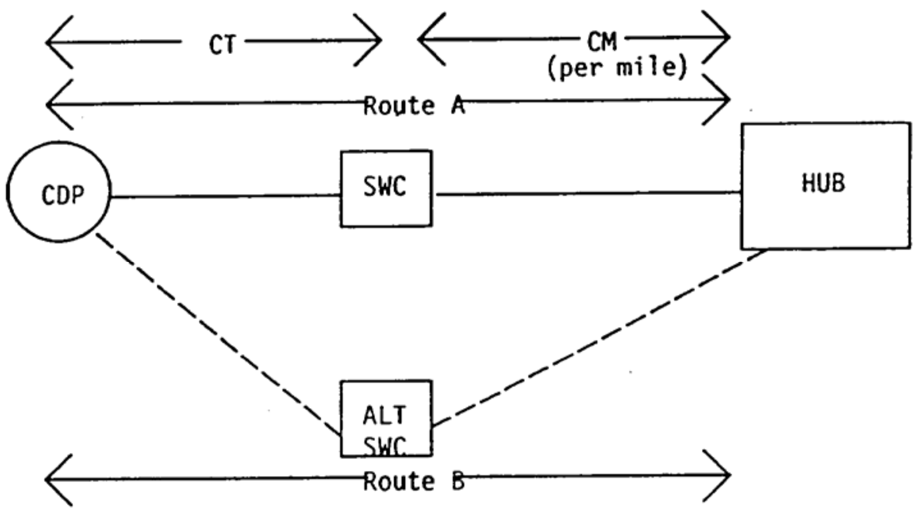
The FES FDDI Channel Termination, and when applicable Channel Mileage, monthly rates apply for each diversely routed channel termination provided between the same customer designated premises and the same FES FDDI Hub as the primary FES FDDI Channel Termination or between the same customer designated premises as the primary FES FDDI Channel Termination and a different FES FDDI Hub. In addition a monthly rate applies for the Route Diversity channel termination.

23. FairPoint Enterprise Service Fiber Distributed Data Interface (Cont'd)

23.5 Optional Features and Functions (Cont'd)

23.5.2 Route Diversity (Cont'd)

Example: FES FDDI connecting a customer designated premises and a FES FDDI Hub with the Route Diversity Optional Feature.



_______ Normal FDDI Channel Termination (Route A)

- - - - Route Diversity Channel Termination (Route B)

CDP = Customer Designated Premises
CT = Channel Termination
CM = Channel Mileage*
SWC = Serving Wire Center
ALT SWC = Alternate Serving Wire Center

Applicable Rate Elements are:

- Channel Termination (2 applicable)
- Channel Mileage (2 sections)
- Loop Diversity Optional Feature (1 applicable)

* The Channel Mileage for Route A is calculated between the normal serving wire center and the FES FDDI Hub. The Channel Mileage for Route B is calculated between the alternate serving wire center and the FES FDDI Hub.

23. FairPoint Enterprise Service Fiber Distributed Data Interface (Cont'd)

23.6 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply to FES FDDI Service.

The basic rate elements which apply to FES FDDI Service include:

- Channel Termination (described in 23.6.1).
- Channel Mileage (described in 23.6.2).
- Optional Features and Functions (described in 23.6.3).

23.6.1 Channel Termination

Monthly rates apply for the communications path between a customer designated premises and the serving wire center of that premises. If the serving wire center of the customer premises is not a FES FDDI Hub, channel mileage will apply between the serving wire center associated with the customer designated premises and the FES FDDI Hub as set forth in Section 23.6.2 following.

ACCESS SERVICE

23. FairPoint Enterprise Service Fiber Distributed Data Interface (Cont'd)

23.6 Rate Regulations (Cont'd)

23.6.2 Channel Mileage

Monthly rates apply for the transmission facilities between FES FDDI Hubs. A single Channel Mileage rate element (i.e., fixed and per mile) applies between each of the FES FDDI Hubs at which one or more Channel Terminations may be connected. A fixed Channel Mileage rate element will apply when the serving wire center of the customer designated premises and the FES FDDI Hub are located in the same building.

The customer has the option of Single Connection or Protected Connection Channel Mileage between FES FDDI Hubs.

Single Connection Channel Mileage provides a single pair of fiber optic facilities between the FES FDDI Hubs.

Protected Connection Channel Mileage provides two pairs of fiber optic facilities (i.e., active and standby) which are provided on two different cables and are routed on two different routes. In the event the active fiber optic facility fails, the FES FDDI Hub will automatically transfer the data to the alternate facility insuring continuous delivery of the data.

In addition, a per mile monthly Channel Mileage rate applies to connect the serving wire center of the customer designated premises to the FES FDDI Hub when the serving wire center of the customer's designated premises is not located in the same building.

The mileage to be used to determine the monthly rate for the Channel Mileage is calculated on the airline distance between the locations involved, i.e., a serving wire center associated with a customer designated premises and a FES FDDI Hub or two FES FDDI Hubs. To determine the rate to be billed, first compute the mileage using the V&H coordinates method, as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, then apply the rate shown. When the calculation results in a fraction of a mile, always round up to the next whole mile before applying the rates.

23.6.3 Optional Features and Functions

Monthly rates apply for the Loop Diversity and Route Diversity Optional Features. In addition, the FES FDDI Channel Termination, and when applicable, Channel Mileage, monthly rates and charges will apply for the Loop Diversity and Route Diversity Optional Features.

23. FairPoint Enterprise Service Fiber Distributed Data Interface (Cont'd)

23.7 Minimum Period

The minimum period for FES FDDI Service is one year.

23.8 Rates and Charges

Rates and charges for FES FDDI Service are set forth in Section 30.23 following for price band rates and charges and 31.23 following for all other rates and charges.

23.9 Service Discount Plan

At the option of the customer, FES FDDI Service may be provided under a Service Discount Plan as specified in Section 7.4.10 preceding.

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24. Federal Telecommunications Access Service (FTAS) 2001

24.1 Description

FTAS 2001 is a custom designed network of special access services offered exclusively to Interexchange Carriers (ICs) selected by the U.S. Government and only when such ICs order service(s) associated with the provision of the Federal Telecommunications System 2001 network. FTAS 2001 provides dedicated access connections between specific government locations and FTAS 2001 service distribution points to each of the participating authorized ICs.

FTAS 2001 is provided pursuant to a contractual arrangement between the U.S. General Services Administration (GSA) and selected ICs. In addition, FTAS 2001 is also provided to ICs awarded Metropolitan Area Awards (MAA) only when such ICs order service associated with the provision of the Federal Telecommunications System 2001 network. These designated ICs are hereafter referred to as customers. The initial contract period is four years (i.e., expiration September 22, 2003). The contract commences with the tariff effective date, also known as the contract date, and terminates with the expiration of the contract or any extensions thereto. The contract can be extended in 1-year increments up to an additional 4 years.

FTAS 2001 services, specified in 24.3 following, are provided at the rate levels contained in 31.24 following. Customers are subject to a Minimum Revenue Guarantee as specified in 24.6 following.

24.2 General Regulations

Except as otherwise noted, the regulations specified herein are in addition to other applicable regulations contained in other sections of this tariff for the underlying services, including minimum period requirements, credit allowances, and when applicable, minimum service commitments.

24.3 Service Components

FTAS 2001 includes Voice Grade, DIGIROUTE℠ digital service II (DDSII), High Capacity DS1 and DS3 Services (electrical only), IntelliBeam Broadband Transport (IBT) and IntelliBeam Entrance Facility (IEF).

Lower capacity channels of a multiplexed High Capacity DS1 and DS3 Service or IEF are permitted with FTAS 2001 provided that the initial order to install the lower capacity channels includes at least one FTAS 2001 service.

24. Federal Telecommunications Access Service (FTAS) 2001 (Cont'd)

24.4 Rate Plan

The FTAS 2001 rate plan includes only the rate elements listed in 31.24 following. Rates and charges for optional features and functions which are not included under the FTAS 2001 rate plan but which may be necessary to provide the total service(s) required by a customer apply as specified in other sections of this tariff

24.5 Shared Use

FTAS 2001 services may not be provided in a Shared Use arrangement.

24.6 Minimum Revenue Guarantee

Each customer is subject to a minimum revenue guarantee (MRG). The MRG is based upon the recurring revenues from all the customer's FTAS 2001 services within the FairPoint Telephone Companies operating territories covered by this tariff.

No MRG applies during an initial period of eighteen months. This period, the ramp-up period, allows time for the Telephone Company and the customer to establish the services in the customer's FTAS 2001 plan. The ramp-up period begins on the date the first FTAS 2001 service is installed. Ninety percent of actual FTAS 2001 revenue billed during the last twelve months of the ramp-up period will be used to establish the initial MRG.

At the end of each 12-month period following the ramp-up period ("Annual Review"), actual billed revenue is reviewed. The MRG is revised to reflect ninety percent of a customer's preceding year's actual FTAS 2001 billed revenue, or the initial MRG, whichever is greater.

Subsequent additions of FTAS 2001 service(s) are included in the actual billed revenue calculated for an Annual Review. MRG obligations do not change if individual services are disconnected.

If a customer fails to meet its MRG at an Annual Review but wishes to retain its services under the FTAS rate plan, a Shortfall Liability will be assessed as set forth in Section 24.7 following. A customer may change its services to non-FTAS 2001 services as offered under other sections of this tariff, subject to the regulations in Section 24.9 following.)

24. Federal Telecommunications Access Service (FTAS) 2001 (Cont'd)

24.7 Shortfall Liability

Shortfall liability applies to any FTAS 2001 customer that fails to meet its MRG. Shortfall liability is based on the difference between the actual billed revenue and the applicable MRG. When applicable, shortfall liability is assessed at the Annual Review.

If the GSA enters into a contractual arrangement with additional customer(s) beyond those in the original contract, causing an original customer to miss its MRG obligation, 25% of the applicable Shortfall Liability will be waived for two Annual Reviews. No more than 25 % of the applicable Shortfall Liability will be waived in a single Annual Review.

24.8 Expiration of Rate Plan

If on the initial or extended expiration date of the FTAS 2001 contract, the customer has not notified the Telephone Company to disconnect its FTAS 2001 services, the Telephone Company will continue to bill FTAS 2001 rates for up to two years.

If the customer still has not notified the Telephone Company to disconnect its FTAS 2001 services by the end of this period, any remaining services will automatically be converted to (1) non-FTAS 2001 services billed at month to month rates; or (2) non-FTAS 2001 services billed at the shortest term plan available; or (3) to non-FTAS 2001 provided in accordance with a customer's existing Commitment Discount Plan.

24.9 Cancellation of Rate Plan

A customer may cancel its entire FTAS 2001 by providing written notice to the Telephone Company. The customer must still meet its then effective MRG obligation, in full, for the regularly scheduled Annual Reviews for both the year service is cancelled and the following year.

However, when FTAS 2001 is cancelled due to the loss of GSA contract, the MRG will be prorated based upon the number of months or major fraction of months the FTAS 2001 was in service during that annual period. For example, if a customer cancels its FTAS 2001 service on May 20th, the MRG will be reduced by 7/12. Only 5/12 of the MRG obligation will apply at the regularly scheduled Annual Review.

25. Discount Plans

The following discount plans are available to all customers who purchase the applicable services and meet the requirements for each such discount plan, as set forth in Section 25.1 following for Commitment Discount Plans and Section 25.2 following for National Discount Plan.

25.1 Commitment Discount Plans

(A) A Commitment Discount Plan (CDP) provides for the application of a discount to the monthly recurring rates for service(s) included in the CDP based on a Minimum Commitment of channel terminations. For administrative purposes, all services included in the CDP are managed as a single plan with separate commitment periods applicable to each type of service. Only one (1) CDP is permitted per customer (i.e., one per legal entity).

(B) If a customer subscribes to a CDP, all eligible service types must be included in CDP with the limited exception of IEF services.

(1) Existing CDP customers who subscribe to IEF services must choose one of the following options: (1) maintain existing term pricing plans on their IEF; or (2) include their IEF services under the CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations without applying termination liabilities to their cancelled IEF Term Plan; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.2 following, respectively.

(2) New CDP customers who subscribe to IEF services must choose one of the following options: (1) establish or maintain a term pricing plan on their IEF services; or (2) include their IEF services under the CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.2 following, respectively.

(C) Customers have the option of combining the following services for the purposes of establishing commitment levels. Switched Access and Special Access DS1 channel terminations may be combined into a single commitment level. Switched Access and Special Access DS3 channel terminations may be combined into a single commitment level. When Special Access DS1 Services or Special Access DS3 Services that are under a combined service type are subsequently moved to NDP, the combined commitment level will be reduced under Section 25.1.10(E)(2)(A) following.

25. Discount Plans

25.1 Commitment Discount Plans (Cont'd)

25.1.1 Availability of a Commitment Discount Plan

(A) At the customer's request, certain Telephone Company Switched Access Services and Special Access Services may be provided under a CDP. The types of services to be discounted, along with the specific discount percentages and available commitment periods, are set forth in Section 25.1.4 following.

(B) CDPs for Switched Access Service Direct Trunked Transport are only available in states where Expanded Interconnection has become operational and either:

- a total within the state of 100 DS1 equivalent Entrance Facility Office Channel Terminations have been provided in the Zone 1 serving wire centers, access tandems or remote nodes in that state; or

- an average of 25 DS1 equivalent Entrance Facility Office Channel Terminations have been provided per Zone 1 serving wire center, access tandem or remote node in that state.

(C) Based on the above requirements, CDPs for Switched Access Service Direct Trunked Transport are available in all states. CDPs are not applicable to Switched Access Service Tandem Switched Transport. However, the customer may also subscribe to a Service Discount Plan for Switched Access Service Tandem Switched Transport as set forth in Section 6.7.16 preceding.

(D) Any customer that qualified for this option with a predecessor company will qualify for this Option with the Telephone Company. Notwithstanding anything in this Option to the contrary, no minimum subscriptions will be required for any customer that qualified for this option with a predecessor company. # (N)
(N)

FairPoint notified the customer of this change on or before March 15, 2008. The customer will have 60 days from April 1, 2008 to terminate this Contract with no penalties. The customer must notify FairPoint by May 30, 2008 to cancel this Contract. (N)
(N)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.1 Availability of a Commitment Discount Plan (Cont'd)

(D) Except as otherwise permitted herein, separate commitment periods will be established for each of the following service types which are under the CDP. Each service type has one or more rate elements associated with such service type as set forth below.

Type of Service	Rate Element Discounted	
Switched Access DS1 Direct Trunked Transport	DS1 Entrance Facility Standard Channel Termination	X
	DS1 Channel Mileage	X
Switched Access DS3 Direct Trunked Transport	DS3 Entrance Facility Standard Channel Termination	X
	DS3 Channel Mileage	X
	Local Transport Multiplexing Optional Feature or BSE	X
Special Access 44.736 Mbps High Capacity Service	Standard Channel Termination	X
	Channel Mileage	X
	DS3 to DS1 Multiplexing BSE	X
	Alternate Serving Wire Center Optional Feature	
IntelliBeam Entrance Facility Service (Switched & Special Access)	Optical Terminations	X
	Electrical Interfaces	X
Special Access 1.544 Mbps High Capacity Service	Standard Channel Termination	X
	Channel Mileage	X
	Alternate Serving Wire Center Optional Feature	X

(TR 1)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.1 Availability of a Commitment Discount Plan (Cont'd)

(D) (Cont'd)

Type of Service	Rate Element Discounted	
Special Access DIGIROUTE[SM] digital service II	Channel Termination	X
	Channel Mileage	X
	Central Office Bridging Capability	X

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.2 Establishment of a Commitment Discount Plan

(A) ACNAs Subscribing to Commitment Discount Plan

(1) At the time of subscription to CDP, the subscribing customer must include all of its ACNAs in the CDP. The customer also has the option to include the ACNA(s) of one or more Affiliates which it has the right to use (by written authorization from the owner of such ACNA). In this case, the customer's CDP shall include (1) all of the subscribing customer's ACNA(s); and (2) all of the ACNA(s) of the Affiliates that the subscribing customer wishes to include in its CDP. Hereafter, the term "CDP Customer" shall mean collectively the subscribing Customer (as defined in Section 2.6 preceding) and all Affiliates (as defined in Section 2.6 preceding) that are included in the same CDP.

(2) If, at any time subsequent to the establishment of CDP, the CDP Customer, at its option or as required under this Section 25.1.2(A)(2), adds one or more ACNA(s) to its CDP for one of the following reasons, then all such ACNA(s) of the customer and/or its Affiliate(s), as applicable, shall be added to the customer's CDP, in accordance with the terms set forth in Section 25.1.3(C) following.

(a) CDP Customer, at its option, may include Affiliate(s) in its CDP that are not currently in the CDP Customer's CDP; or

(b) CDP Customer is required to include ACNA(s) acquired through merger, acquisition, or other transaction that are not currently included in the CDP Customer's CDP. CDP Customer is not required to include ACNA(s) owned by an Affiliate that is not included in the CDP Customer's CDP.

(3) The CDP Customer must provide written notification to the Telephone Company setting forth the affected ACNA(s) and the name of the Affiliate who owns such ACNA(s) if such ACNA is not an ACNA of the subscribing customer. Notification for (2)(b) preceding is required on or prior to completion of the next scheduled true-up period.

(4) An ACNA cannot concurrently be included in more than one (1) CDP, regardless of whether or not such CDP is established by a separate legal entity.

(5) For example, assume that a customer who has only one ACNA (ABC) subscribes to CDP. Assume further that such customer has five (5) Affiliates, but only wishes to include three (3) Affiliates in its CDP at the initial establishment of CDP. Assume also that each of the three (3) included Affiliates have one

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

(A) ACNAs Subscribing to Commitment Discount Plan (Cont'd)

(5) (Cont'd)

ACNA (ACNAs LLL, MMM and NNN, respectively). In this case, a single CDP will be established for the CDP Customer that includes the following ACNAs: ABC, LLL, MMM and NNN. Assume further that during year 2 of the CDP commitment period, the CDP Customer decides to include its remaining two (2) Affiliates in its CDP. Then, in accordance with this Section 25.1.2, the CDP Customer will include all of the ACNAs of such Affiliates in the CDP.

(B) At any time, a customer subscribing to one (1) or more eligible services has the option of establishing a CDP for such service(s). If a customer establishes a CDP for at least one (1) service type listed in Section 25.1.1 preceding and subscribes to other services listed in Section 25.1.1 preceding at any time that a CDP is in effect, the CDP Customer must establish a CDP for such other services that are eligible for inclusion in CDP with the limited exception of the following: (i) IEF services; or (ii) Special Access DS3 Services and Special Access DS1 Services that are included in the NDP as set forth in Section 25.2 following. For IEF services, the CDP Customer must choose one of the following options: (1) establish or maintain existing term pricing plans on their IEF services; (2) include their IEF under CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 Channel Terminations, as described in Section 25.1.3(A)(6)) following; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.2 following, respectively. For each type of service specified in Section 25.1.1 preceding, the CDP must include all services of that type (excluding services ordered out of Section 10 preceding) which the Telephone Company provides to the CDP Customer within any of its operating territories.

(C) For service which is provided as part of a Shared Use Arrangement, the DS1 or DS3 Service will be included in the service plan for the service type which is ordered as the facility to the Hub (e.g., a Switched Access DS1 Service which is ordered as the facility to the Hub will be under the Switched Access DS1 CDP). For purposes of administering the terms and conditions of the CDP, service provided as part of a Shared Use Arrangement is considered to be completely Switched Access or completely Special Access as determined by the type of facility ordered to the Hub.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

(D) When a CDP is established, the CDP Customer agrees to the following requirements pertaining to all of its existing Service Discount Plans and Term Plans as provided under Sections 6.7.16 or 7.4.10 preceding or 26.1 following.

(1) The CDP Customer may continue with, or establish new, any available Service Discount Plan or Term Plan for the following services which are not eligible for inclusion in the CDP. The regulations for the Service Discount Plan and Term Plans on these services are set forth in Sections 7.4.10 preceding or 26.1 following.

- Special Access DOVROUTE℠ service
- Special Access Broadcast Video Service
- Special Access Advanced Uncompressed Digital Video Service
- Special Access Fiber Based Multichannel Video Service
- Special Access Supertrunking Transport Video Service
- Enterprise SONET Services
- SONET Services, with the following exceptions:
  - IntelliBeam Entrance Facilities (when not included in CDP)
  - Services specified in Section 25.1.1 preceding

(2) The CDP Customer may continue any existing Service Discount Plan for Switched Access Tandem Switched Transport or may establish a new Service Discount Plan for Switched Access Tandem Switched Transport, subject to the regulations set forth in Section 6.7.16 preceding.

(3) Existing CDP Customers who subscribe to IEF services must choose one of the following options: (1) maintain existing term pricing plans on their IEF; or (2) include their IEF services under the CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations without applying termination liabilities to their cancelled IEF Term Plan; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.2 following, respectively. If a CDP Customer chooses to include IEF in CDP after initially establishing CDP, the DS3 portion of the new combined commitment level will remain the same. Ninety percent (90%) of the then in-service IEF terminations will be added to the DS3 commitment levels to create a new combined DS3 and IEF commitment level.

(TR 1)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

(D) (Cont'd)

(4) New CDP Customers who subscribe to IEF services must choose one of the following options: (1) establish or maintain a term pricing plan on their IEF services; or (2) include their IEF services under the CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.2 following, respectively.

(5) For all Switched Access or Special Access Services (i.e., services which are under the CDP), the Service Discount Plan(s) or Term Plan will be cancelled in order to include the service(s) in the CDP. Service Discount Plan or Term Plan termination liability will not apply to the cancelled plan(s).

(6) Special Access DS3 Services and Special Access DS1 Services which are included in the NDP as set forth in Section 25.2 following are not eligible for inclusion in the CDP.

(7) The customer must establish a separate plan (including a commitment level and a commitment period) for each service type specified in Section 25.1.1 preceding. If a customer establishes a CDP for at least one (1) service type listed in Section 25.1.1 preceding and subscribes to other services listed in Section 25.1.1 preceding at any time that a CDP is in effect, the customer may not establish or maintain a Service Discount Plan(s) for any services that are eligible for inclusion in CDP with the following limited exceptions: (i) IEF services as set forth in the following sentence. If IEF services are included in CDP, the customer may not establish or maintain a term plan for IEF services; however, the customer may include IEF services in NDP in accordance with the terms set forth in Section 25.2 following; and (ii) Special Access DS3 Services and Special Access DS1 Services included in the NDP.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

(D) (Cont’d)

(8) In order to be eligible for application of discounts on new service types ordered subsequent to the initial establishment of the CDP, the CDP Customer must provide written notification to the Telephone Company of any new eligible service types it orders subsequent to the initial establishment of the CDP that are to be included in the CDP. The CDP Customer must establish a commitment level and a commitment period for each new service type.

(a) The effective date of the inclusion of new service types in the CDP, and the application of the discount percentage and/or TPP rates, will be effective as specified following:

(i) If the CDP Customer provides written notification to the Telephone Company of a new eligible service type on or before the twentieth (20th) calendar day of a month, the changes shall begin the first (1st) calendar day of the month following the month in which the CDP Customer provided such notification. Application of discounts to the new service types under the CDP shall begin with the first bill day of the bill period associated with the CDP Customer’s BAN in the month following the month in which the CDP Customer provided written notification. For example, assume a CDP Customer’s bill period begins on the eleventh (11th) calendar day of each month. Assume also that the date the CDP Customer notified the Telephone Company of a new service type was July 6th. Then, the discounts applicable to the new service type under the CDP shall begin on August 11th.

(ii) If the CDP Customer provides written notification to the Telephone Company of a new eligible service type after the twentieth (20th) calendar day of a month, the changes shall begin the 1st calendar day of the second calendar month following the month in which the CDP Customer provided such notification. Application of discounts to the new service types under the Commitment Discount Plan shall begin with the first bill day of the bill period associated with the CDP Customer’s BAN in the second month following the month in which the CDP Customer provided written notification. For example, assume a CDP Customer’s bill period begins on the eleventh (11th) calendar day of each month. Assume also that the date the CDP Customer notified the Telephone Company of a new service type was July 30th. Then, discounts applicable to the new service type under the CDP shall begin on September 11th.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels

(A) Minimum Commitment Levels

(1) The CDP requires that a Minimum Commitment of channel terminations be established for the purpose of administering the plan. The total number of channel terminations shall be calculated using all such in-service channel terminations which the Telephone Company provides to the CDP Customer in all of its operating territories under this tariff. The Minimum Commitment shall be expressed as the equivalent number of DS0s for the Standard Channel Termination rate elements of all services involved.

(2) The total number of channel terminations determined above will be converted into an equivalent number of DS0s using the following DS0 equivalent table.

Type of Channel Termination	DS0 Equivalent
STS12 level	8,064
STS3 level	2,016
STS1 level	672
DS3 level	672
DS1 level	24
Fractional DS1	
768 kbps	12
512 kbps	8
384 kbps	6
256 kbps	4
128 kbps	2
DS0	1
DDS II	1

(3) When the calculation of the minimum commitment of DS0s results in a fraction of a DS0, always round up to the next whole DS0.

(4) The customer will not be eligible to participate in the CDP if the combined number of equivalent DS0s for all service types specified in Section 25.1.1 preceding at the time of subscription is less than 336.

(5) The CDP Customer agrees to an initial Minimum Commitment of at least seventy-five percent (75%) of the total number of DDS II channel terminations which are in-service at the time of subscription to CDP. For all other services, the CDP Customer agrees to an initial Minimum Commitment of at least ninety percent (90%) of the total number of channel terminations for the service type or combined service types which are in-service at the time of subscription to CDP.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(A) Minimum Commitment Levels (Cont’d)

(6) CDP Customers have the option of combining the following services for the purposes of establishing commitment levels. Switched Access and Special Access DS1 channel terminations may be combined into a single commitment level. Switched Access and Special Access DS3 channel terminations may be combined into a single commitment level. FMS Standard Channel Terminations are not included in the CDP. Each service that is part of a combined service plan may have different commitment periods and rates for each service. If the CDP Customer chooses to combine IEF terminations with Switched Access and Special Access DS3 Channel Terminations, the CDP Customer must combine its Switched Access and Special Access DS3 Channel Terminations into a combined plan. When Special Access DS1 Services or Special Access DS3 Services that are under a combined service type are subsequently included in NDP, the combined commitment level will be reduced under Section 25.1.10(E)(2)(a) following.

(7) If the CDP Customer fails to maintain its Minimum Commitment for DDS II, the CDP Customer may opt to reduce its existing commitment level for DDS II by fifteen percent (15%). The CDP Customer may only exercise this option one (1) time each year. The CDP Customer must notify the Telephone Company of its desire to reduce the existing commitment level within thirty (30) days of receiving the results of the true-up process provided by the Telephone Company in accordance with Section 25.1.7 following.

(8) The CDP Customer may increase the Minimum Commitment coincident with the results of the six months true-up process as set forth in Section 25.1.7 following with the increased commitment applying for the balance of the commitment period or until such time as a subsequent adjustment is requested or required under the terms of this Section 25.1.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(B) Upgrades

(1) The CDP Customer may upgrade services in accordance with this section.

(a) Upgrade to a Higher Bandwidth/Capacity Service Included in Commitment Discount Plan

The CDP Customer may upgrade one (1) or more services which are included in CDP (under an individual service type or combined service type) to a higher bandwidth/capacity service that is also included in CDP. In this case, the Minimum Commitments on the individual service types or combined service types will be adjusted accordingly.

For example, if DS1 services are upgraded to a DS3 service, the Minimum Commitment for the DS1 services will be reduced by ninety percent (90%) of the total equivalent DS0 count of the DS1(s) involved in the upgrade, and the Minimum Commitment for the DS3 services will be increased by ninety percent (90%) of the total equivalent DS0s of the DS3(s) being added. Termination liability will not apply to the reduced Minimum Commitment. The adjusted Minimum Commitment will be reflected in all calculations involved in the true-up process.

(b) Upgrade to a Higher Bandwidth/Capacity Service Included in NDP

The CDP Customer may upgrade one (1) or more services which are included in CDP (under an individual service type or combined service type) to a higher bandwidth/capacity service, and such upgraded service is then included in NDP as set forth in Section 25.2 following. In this case, the Minimum Commitment on the individual service type or combined service type will be reduced by 75% or 90%, as applicable, of the equivalent DS0 count associated with the upgraded service(s).

For example, if the CDP Customer upgrades Digital Data Service to a Special Access DS1 Service, and such Special Access DS1 Service is included in NDP, the commitment level for DDS services will be reduced by seventy-five percent (75%) of the total equivalent DS0 count of the DDS service(s) which are upgraded.

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(B) Upgrades (Cont'd)

(1) (Cont'd)

(c) Upgrade to Telephone Company Provided Optical Service

The CDP Customer may upgrade one (1) or more services which are included in CDP (under an individual service type or combined service type) to a higher bandwidth/capacity Telephone Company provided optical service. In this case, the Minimum Commitment on the individual service type or combined service type will be reduced by seventy-five percent (75%) or ninety percent (90%), as applicable, of the equivalent DS0 count associated with the upgraded service(s).

For example, if IEF is upgraded to a Telephone Company provided optical service, the commitment for Switched Access and Special Access DS3 Channel Terminations shall be reduced by ninety percent (90%) of the total equivalent DS0 count of the IEF services involved in the upgrade.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing Commitment Discount Plan

(1) When a CDP Customer adds one or more ACNA(s) to its CDP (as permitted or required under Section 25.1.2(A)(2) preceding), and such ACNA(s) is not already included in a different CDP, then the CDP Customer must include such ACNA(s) in its CDP in accordance with the terms of Section 25.1.3(C)(4) following; or

(2) When a CDP Customer adds one or more ACNA(s) to its CDP (as permitted or required under Section 25.1.2(A)(2) preceding), and such ACNA(s) is already included in another CDP, then the CDP Customer must include such ACNA(s) in its CDP in accordance with the terms of Section 25.1.3(C)(5) following.

(3) The CDP Customer must provide the Telephone Company with a list of ACNA(s) that the CDP Customer is adding (as set forth in (C)(1) and (2) preceding). Whether or not the acquired ACNA(s) is already included in a CDP shall determine whether (i) the CDP Customer's CDP is modified to include such acquired ACNA(s); (ii) the CDP Customer's CDP is consolidated with the CDP associated with the acquired ACNA(s); or (iii) a new CDP is established that includes the CDP Customer's existing ACNA(s) and the added ACNA(s).

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing Commitment Discount Plan (Cont'd)

(4) Addition of Affiliate(s) to an Existing Commitment Discount Plan

Where a CDP Customer seeks to add one or more Affiliate(s) to its CDP in accordance with Section 25.1.3(C)(1) preceding (i.e., addition is optional and such ACNA(s) is not already included in another CDP), the CDP Customer's CDP shall be modified to include the eligible services of such added ACNA(s). The CDP Customer must include all of the ACNA(s) of such Affiliate(s) in the CDP.

(a) The addition of such ACNA(s), and the application of the terms and conditions applicable under the existing CDP, including the discount percentage and/or TPP rates, will be effective as specified in Section 25.1.10(B)(2) following.

(b) The CDP Customer agrees to add at least seventy-five percent (75%) of the total number of DDS II channel terminations, which are in-service for such ACNA(s) as of the date of Telephone Company receipt of the written notification, to its existing Minimum Commitment level. For all other services, the CDP Customer agrees to add at least ninety percent (90%) of the total number of channel terminations for the service type or combined service types, which are in-service for such Affiliate ACNA(s) as of the date of Telephone Company receipt of the written notification, to its existing Minimum Commitment level.

(c) All eligible service types of such Affiliate(s) must be included in the existing CDP with the limited exception of IEF services. If IEF services are not included under the existing CDP, and there are IEF services for the Affiliate(s) being added to the existing CDP, the CDP Customer may select from the options specified in Section 25.1(B) preceding for its IEF services. If IEF services are included under the existing CDP, then IEF terminations for the ACNA(s) being added to the existing CDP must be combined with their Switched Access and Special Access DS3 channel terminations, as described in Section 25.1.3(A)(6) preceding.

(d) No adjustment to prior billing will be made.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing Commitment Discount Plan (Cont’d)

(4) Addition of Affiliate(s) to an Existing Commitment Discount Plan (Cont’d)

(e) The Telephone Company will apply any Renewal Options already granted under the existing CDP to the service types included in the ACNA(s) being added to the existing CDP. When Renewal Options apply under the existing CDP, time in-service credit (TISC) under (f) following will not apply.

(f) TISC will be granted as specified in (i) or (ii) following, as applicable, subject to all of the terms and conditions described in Section 25.1.10(F) following:

(i) When a particular service type(s) will be newly established in the CDP due to the addition of ACNA(s), the customer will be granted TISC, subject to Section 25.1.10(F) following for any such service type(s) being converted from a term plan to CDP. However, if Renewal Options apply on the existing CDP, such TISC will be forfeited.

(ii) When a particular service type(s) has already been established in the existing CDP, the customer will not be granted TISC in accordance with Section 25.1.10(F) following for such service type(s) being converted from a term plan to CDP. However, the Telephone Company will apply the prevailing TISC under the CDP, if any, to such service type(s).

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing Commitment Discount Plan (Cont'd)

(5) Consolidation of CDPs

Where a CDP Customer seeks to add one or more ACNA(s) to its CDP in accordance with Section 25.1.3(C)(2) preceding (i.e., addition is required and such ACNA(s) is already included in another CDP), the customer who wishes to add the ACNA(s) has the following options to consolidate the CDPs involved:

(a) Surviving CDP Option

Combine the CDP for the existing ACNA(s) with the CDP of the acquired ACNA(s) into a Surviving CDP as set forth in Section 25.1.3(C)(6) following; or

(b) New CDP Option

Establish a new CDP that combines the existing ACNA(s) and the acquired ACNA(s) as set forth in Section 25.1.3(C)(7) following.

(6) Surviving CDP Option

(a) This option consolidates the CDP of the existing ACNA(s) with one or more CDP(s) of the acquired ACNA(s). The CDP Customer must specify one CDP to be retained, and such CDP will be deemed the Surviving CDP. All other plans will be cancelled. The Surviving CDP shall be modified to include both the eligible services of the existing ACNA(s) and the acquired ACNA(s).

(b) A true-up will be conducted on each plan being cancelled to determine any applicable adjustments (shortfall and/or charge up). If such true-up occurs more than thirty (30) days outside of a regularly scheduled true-up, it shall be pro-rated. In this instance, all references to the true-up process under Section 25.1.7 following, and the calculations related thereto, shall refer to a pro-rated true-up. The pro-rated true-up shall include the time, in whole months, between the last regularly scheduled true-up and the cancellation date(s) of the plan(s) being cancelled.

(c) Termination liability charges as set forth in Section 25.1.11 following will not be applicable to the plans being cancelled.

(d) The true-up schedule of the Surviving CDP will not change. The true-up schedule(s) of the plan(s) being cancelled will be reset to the schedule of the Surviving CDP, after any applicable pro-rated true-up.

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing Commitment Discount Plan (Cont'd)

(6) Surviving CDP Option (Cont'd)

(e) Service Type Has Already Been Established under Surviving CDP

(i) The commitment period for the individual service type or combined service type under the Surviving CDP will not change. The Minimum Commitment level for each service type or combined service type under the Surviving CDP must be increased by an amount equal to the sum of the individual commitment levels under the plans being cancelled (after the pro-rated true-up specified in (6)(b) preceding).

(ii) If IEF services were included under the Surviving CDP, then all of the CDP Customer's IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations in the Surviving CDP, and a new commitment level must be established, as described in Section 25.1(B) preceding.

(iii) The prevailing Renewal Option under the Surviving CDP, if any, as described in Section 25.1.10(G) following, will not change.

(iv) The prevailing TISC under the Surviving CDP, if any, as described in Section 25.1.10(F) following, will not change.

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing Commitment Discount Plan (Cont'd)

(6) Surviving CDP Option (Cont'd)

(f) Service Type Has Not Already Been Established under Surviving CDP

(i) The CDP Customer must choose a commitment period for each individual service type. Such commitment period may not be shorter than the commitment period of any of the plan(s) being cancelled for such service type.

(ii) The Minimum Commitment level for each of the new service type(s) being established under the Surviving CDP must be set at an amount equal to the sum of the individual commitment levels under the plan(s) being cancelled (after the pro-rated true-up specified in (6)(b) preceding).

(iii) If the CDP Customer had a combined service type under any of the plan(s) being cancelled, and the service types were established but not combined in the Surviving CDP, the CDP Customer may establish such combined service type under the Surviving CDP. The Minimum Commitment level for combined service type must be set at an amount equal to the sum of the individual commitment levels of the applicable combined service types under the plan(s) being cancelled plus the applicable individual service types that were not combined under the Surviving CDP. The CDP Customer must choose a commitment period for each newly established combined service type. Such commitment period may not be shorter than the commitment period of any of the plan(s) being cancelled for such combined service type.

(iv) If IEF services were included under one or more of the plans being cancelled, then all of the CDP Customer's IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations in the Surviving CDP, and a new commitment level must be established, as described in Section 25.1.3(A)(6) preceding.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing Commitment Discount Plan (Cont'd)

(6) Surviving CDP Option (Cont'd)

(f) Service Type Has Not Already Been Established under Surviving CDP (Cont'd)

(v) The expiration date of a service type being newly established under the Surviving CDP will be set as detailed following:

- If the expiration date of a service type is prior to the next scheduled true-up of the Surviving CDP, the customer must extend the commitment period pursuant to Section 25.1.10(D) following; or
- If the expiration date of a service type is on the same date as the scheduled true-up of the Surviving CDP, the expiration date will not change; or
- If the next true-up scheduled for a service type would have occurred prior to the next scheduled true-up of the Surviving CDP, then the Telephone Company will shorten the commitment period by six minus the amount of time, in months, between the two true-ups and reset the expiration date accordingly; or
- If the next true-up scheduled for a service type would have occurred subsequent to the next scheduled true-up of the Surviving CDP, then the Telephone Company will shorten the commitment period by the amount of time, in months, between the two true-ups and reset the expiration date accordingly.

(TR 1)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing Commitment Discount Plan (Cont'd)

(6) Surviving CDP Option (Cont'd)

(f) Service Type Has Not Already Been Established under Surviving CDP (Cont'd)

(vi) The customer will be granted the highest applicable Renewal Option, as described in Section 25.1.10(G) following, for each service type, if any, from the CDPs being cancelled.

(vii) The customer will be granted the highest applicable TISC, as described in Section 25.1.10(F) following, for each service type, if any, from the CDPs being cancelled. However, if Renewal Options apply on the Surviving CDP, no TISC will be granted.

(g) The effective date of the changes to the Surviving CDP resulting from the modification, and any changes in the application of the discount percentage and/or TPP rates, will be effective as specified following:

(i) If the CDP Customer requests the Surviving CDP Option on or before the twentieth (20th) calendar day of a month, the Surviving CDP shall begin the first (1st) calendar day of the month following the month in which the CDP Customer requested such Option. Application of discounts under the Surviving CDP shall begin with the first bill day of the bill period associated with the Surviving CDP Customer's BAN in the month following the month in which the CDP Customer requests the Surviving CDP Option. For example, assume a Surviving CDP customer's bill period begins on the eleventh (11th) calendar day of each month. Assume also that the date the CDP Customer requests the Surviving CDP Option is July 6th. Then, the discounts under the Surviving CDP shall begin on August 11th.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing Commitment Discount Plan (Cont’d)

(6) Surviving CDP Option (Cont’d)

(g) (Cont’d)

(ii) If the CDP Customer requests the Surviving CDP Option after the twentieth (20th) calendar day of a month, the Surviving CDP shall begin the 1st calendar day of the second calendar month following the month in which the requested such Option. Application of discounts under the Surviving CDP shall begin with the first bill day of the bill period associated with the Surviving CDP Customer’s BAN in the second month following the month in which the CDP Customer requests the Surviving CDP Option. For example, assume a Surviving CDP Customer’s bill period begins on the 11th calendar day of each month. Assume also that the date the CDP Customer requests the Surviving CDP Option is July 30th and discounts under the Surviving CDP shall begin on September 11th.

(TR 1)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing Commitment Discount Plan (Cont'd)

(6) Surviving CDP Option (Cont'd)

(h) For an example of the Surviving CDP CDP Option, assume the following:

Customer A's Plan	Customer B's Plan
Established January 2006	Established March 2003
25 DS3s (16,800 equiv. DS0s) 60 month commitment period 12 months of TISC Expires January 2011	N/A
100 DS1s (2,400 equiv. DS0s) 84 month commitment period 6 months of TISC Expires January 2013	100 DS1s (2,400 equiv. DS0s) 84 month commitment period 18 months of TISC Expires March 2010
1,000 DDS II circuits 60 month commitment period 3 months of TISC Expires January 2011	100 DDS II circuits 36 month commitment period N/A Expires March 2006
True-ups in July and January	True-ups in September and March

Customer A and B merge in August and choose to cancel Customer A's CDP and to designate Customer B's CDP as the Surviving CDP. The Surviving CDP would be comprised of:

Surviving CDP:

25 DS3s (16,800 equiv. DS0s)
60 month commitment period
12 months of TISC
Expires September 2010

200 DS1s (4,800 equiv. DS0s)
84 month commitment period
18 months of TISC
Expires March 2010

1,100 DDS II circuits
36 month commitment period
TISC N/A
Expires March 2006

True-ups in September and March

(i) If the CDP Customer does not notify the Telephone Company of its selection prior to completion of the next scheduled true-up period, the Telephone Company will complete implementation of Section 25.1.3(C)(7) following, using the longest commitment period from the plans being cancelled.

(TR 1)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(C) Modifications to an Existing Commitment Discount Plan (Cont'd)

(7) New CDP Option

This option combines the CDP of the existing ACNA(s) (Plan A) with the CDP(s) of the acquired ACNA(s) (for example, Plans B and C) into a new CDP (Plan D) that includes the ACNAs of Plans A, B and C.

(a) CDP Customer(s) must, by written notification to the Telephone Company as specified in Section 25.1 preceding, cancel Plans A, B and C and establish a new plan (Plan D).

(b) A true-up will not be conducted on the plans being cancelled.

(c) Termination liability charges as set forth in Section 25.1.11 following will not be applicable to the plans being cancelled.

(d) The CDP Customer is required to include all of the ACNA(s) from the plans being cancelled in Plan D.

(e) For the new Plan D being established, the CDP Customer must choose a commitment period that is no shorter than the commitment period of any of the plan(s) being cancelled for each service type as set forth in Section 25.1.4 following. The Minimum Commitment level(s) for the service type(s) under Plan D will be equal to the sum of the individual commitment levels, by service type, of the plans being cancelled.

(f) If TISC existed on at least one service type in one of the plan(s) being cancelled, then TISC will be granted on all service types in Plan D. In order to determine the applicable TISC, use the table set forth following.

Plan D Term	TISC for CDP
2 Years	3 months credit
3 Years	6 months credit
5 Years	12 months credit
7 Years	18 months credit

(g) Renewal Options on any of the plan(s) being cancelled will not be carried over to Plan D.

(h) All CDP terms and conditions, including termination liability, will apply to Plan D's commitment period(s).

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

(D) Sale of Assets

(1) Sale of Telephone Company Operating Territory

(a) In the event of a Telephone Company sale during a CDP commitment period, the following applies:

(i) In the event the Telephone Company sells all or a portion of its assets in a specific state(s) and ceases to provide associated service(s) currently included under a CDP, the CDP Customer has the option to reduce its Minimum Commitment, by a percentage equal to the customer's actual number of in-service circuits in the affected state(s) divided by the total actual number of in-service circuits across all of the operating territories under this tariff, for each service type, without application of termination liability or shortfall adjustment due to such reduction. In addition, the CDP Customer will be relieved of its minimum period obligation for those circuits no longer provided by the Telephone Company. The CDP Customer must provide written notification to the Telephone Company of its election to decrease its Minimum Commitment prior to completion of the next scheduled true-up period. The decreased Minimum Commitment will apply from the date of the sale through the balance of the commitment period or until such time as a subsequent adjustment to the Minimum Commitment is requested or required.

(ii) For example, assume that a CDP Customer has a Minimum Commitment of fifteen (15) DS3 High Capacity Services (i.e., 10,080 equivalent DS0s). Further, assume that the CDP Customer has seventeen (17) in-service DS3 High Capacity Services across all of the operating territories under this tariff, five (5) of which are in Rhode Island. The Telephone Company sells its assets in Rhode Island where the CDP Customer has five (5) DS3s (i.e., 3,360 equivalent DS0s). The CDP Customer's DS3 Minimum Commitment will be reduced by 5/17, or 29.41176% (i.e., 5 Rhode Island DS3s/17 total DS3s), which equals 2,964.7 DS0s, rounded up to the nearest equivalent DS0, or 2,965 (i.e., 5/17 x 10,080). The new reduced Minimum Commitment will be 7,115 equivalent DS0s (i.e., 10,080 – 2,965).

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.4 Commitment Periods and Discount Percentages

(A) For each billing month, the Telephone Company will discount service under CDPs as follows:

(1) For IEF services, the Term Plan monthly rates shown in Section 30.26.4 following for price band rates and Section 31.26.4 following for all other rates will apply for the selected commitment period. Such rates may change during the commitment period subject to the regulations set forth in Section 25.1.6 following.

(2) For the remaining services included under CDPs, the discount percentage set forth in the table below will be applied to the monthly rates or the Base Rates for the selected commitment period. Base Rates, monthly rates, and discount percentages may change during the commitment period subject to the regulations set forth in Sections 25.1.5 and 25.1.8 following.

(3) Services included in a combined service type may have different commitment periods associated with each individual service type. The discount percentage applied to the monthly rates will be the discount percentage associated with the commitment period of the individual service type. Such rates may change during the commitment period subject to the regulations set forth in Section 25.1.8 following. The discount is applied as set forth in Section 25.1.7 following.

(4) The discount percentage to be applied differs based on the length of the commitment period selected by the CDP Customer and the type of service. The customer must select a commitment period from those following by specifying the number of months over which the discount is to be applied. The discount percentage to be applied will be the discount percentage for the commitment period selected by the customer.

Service Type	Commitment Period	Discount Percentage
Special Access DDSII	24 months	5%
	36 months	10%
	60 months	20%
	84 months	25%

(TR 1)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.4 Commitment Periods and Discount Percentages (Cont'd)

Service Type	Commitment Period	Discount Percentage
Special Access 1.544 Mbps	24 months	15%
	36 months	25%
	60 months	35%
	84 months	40%
Special Access 44.736 Mbps	24 months	5%
	36 months	10%
	60 months	35%
	84 months	40%
Special Access FairPoint Enterprise DS0 or Fractional DS1	24 months	5%
	36 months	10%
	60 months	25%
	84 months	30%
Special Access FairPoint Enterprise DS1	24 months	5%
	36 months	15%
	60 months	25%
	84 months	30%
Special Access FairPoint Enterprise DS3	24 months	5%
	36 months	10%
	60 months	35%
	84 months	40%

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.4 Commitment Periods and Discount Percentages (Cont'd)

Service Type	Commitment Period	Discount Percentage*
IntelliBeam Entrance Facility Optical Terminations and Electrical Interfaces (Switched & Special Access)	36 months	Term Plan Rate
	60 months	Term Plan Rate
Switched Access DS1 Direct Trunked Transport and Entrance Facility	24 months	10%
	36 months	20%
	60 months	30%
	84 months	35%
Switched Access DS3 Direct Trunked Transport and Entrance Facility	24 months	5%
	36 months	10%
	60 months	35%
	84 months	40%

* For IEF services, the rate under CDP is the Term Plan rate for the selected commitment period.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.5 Changes to the Discount Percentage

(A) For services using discount percentages, the discount percentage will not be subject to Telephone Company initiated decreases during the commitment period. For example, if the Telephone Company initiates a decrease in the discount percentage for a particular commitment period from twenty-five percent (25%) to twenty percent (20%), the existing discount percentage of 25 percent will continue to be applied through the balance of the CDP Customer's commitment period.

(B) If the Telephone Company initiates an increase in the discount percentage during the commitment period, the increased discount percentage will be used to determine the rates applicable to the customer. For example, if the Telephone Company initiates an increase in the discount percentage for a particular commitment period from twenty-five percent (25%) to thirty percent (30%), the new 30 percent discount will be applied through the balance of the CDP Customer's commitment period.

(C) In the event the Telephone Company initiates a rate increase and the total discounted monthly billing for the affected service type increases by eight percent (8%) or more, the CDP Customer may cancel a CDP for the affected service type without the application of termination liability as set forth in Section 25.1.11 following. The CDP Customer must exercise its option to cancel the CDP for the affected service type by providing written notice to the Telephone Company within thirty (30) days of the date of the effective rate increase. The CDP for other services shall remain in effect.

25.1.6 Changes to the IEF Term Plan Rates

(A) If the Telephone Company initiates a decrease in the IEF Term Plan rates during the commitment period, the decreased rates shall apply to all services under the CDP which bill such IEF Term Plan rates as set forth above.

(B) If the Telephone Company initiates an increase in the IEF Term Plan rates during the commitment period, the increased rates shall apply to all services under the CDP which bill such IEF Term Plan rates, subject to the applicable regulations set forth in this tariff, including Section 26.1.4 following.

(C) In the event the Telephone Company initiates a rate increase and the customer’s total monthly rate for the affected IEF Service increases by eight percent (8%) or more, the CDP Customer may cancel a CDP for the IEF service type without the application of termination liability as set forth in Section 25.1.11 following. The CDP Customer must exercise its option to cancel the CDP for the IEF service type by providing written notice to the Telephone Company within thirty (30) days of the date of the effective rate increase. The CDP for other services shall remain in effect.

(TR 1)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.7 Application of the Discount Percentage or IEF Term Plan Rates

(A) The Telephone Company shall apply the discount percentage or IEF Term Plan rate, as applicable, on a monthly basis during the commitment period to each Channel Termination, Channel Mileage, Optional Feature or Function or BSE, IEF Termination or IEF Interface monthly rate element.

(1) During any true-up period as set forth below, the customer may exceed its Minimum Commitment by up to fifty-six percent (56%) (i.e., the maximum service level) for DDS II services and up to thirty percent (30%) for all other services. In such event, the regulations set forth in Section 25.1.7(D) following shall apply.

For example, assume that a customer has a Minimum Commitment for its DS1 High Capacity service type of ~~is~~ 12,000 equivalent DS0s, and the customer has in-service as of the applicable true-up period 24,000 equivalent DS0s. The maximum service level would be 30% or 15,600 equivalent DS0s which will receive the discount. Amounts in excess of 15,600 equivalent DS0s will be treated in accordance with Section 25.1.7(D) following.

For another example, assume that a customer has a Minimum Commitment for its DDS II service type of 50 equivalent DS0s, and the CDP Customer has in-service as of the applicable true-up period one hundred (100) equivalent DS0s. The maximum service level would be 56% or seventy-eight (78) equivalent DS0s which will receive the discount. Amounts in excess of 78 equivalent DS0s will be treated in accordance with Section 25.1.7(D) following.

(2) The true-up process for each service type will determine if the CDP Customer (1) has not met its Minimum Commitment and is therefore subject to a shortfall adjustment, (2) has met its Minimum Commitment and is below the maximum service level and no adjustment to the commitment level is necessary, or (3) has met its Minimum Commitment and exceeded its maximum service level. Beginning on month six of the CDP and every six months thereafter, the Telephone Company will conduct a true-up which compares the average number of equivalent DS0s actually in service over the preceding six months to the average number of equivalent DS0s which comprise the Minimum Commitment.

(3) For purposes of applying the discount percentage or IEF Term Plan rates and administering the terms and conditions of the CDP, service provided as part of a Shared Use Arrangement is considered to be completely Switched Access or completely Special Access as determined by the type of facility ordered to the Hub.

(TR 1)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.7 Application of the Discount Percentage or IEF Term Plan Rates (Cont'd)

(B) Customer Has Not Met its Minimum Commitment and is Subject to a Shortfall Adjustment

If the CDP Customer failed to maintain its Minimum Commitment for a service type or combined service type over the preceding six months, the CDP Customer shall be assessed an amount equal to the difference between the total dollar amount associated with that service type or combined service type over the preceding six months and the total dollar amount associated with that service type or combined service type which would have been applied over the preceding six months had the Minimum Commitment been satisfied. The Telephone Company will calculate the difference as follows.

(Step 1) The Telephone Company will calculate the average number of DS0 equivalent Standard Channel Terminations which were in service over the preceding six months by summing the actual number of DS0 equivalent Standard Channel Terminations for each of the last six months, adjusting the Minimum Commitment pursuant to Section 25.1.3 preceding, and dividing by six. The resulting number represents the average equivalent DS0 Standard Channel Terminations per month (i.e., monthly equivalent DS0 count).

(Step 2) The Telephone Company will calculate the average rate assessed per DS0 equivalent by first summing the total monthly charges associated with all channel terminations, channel mileage and optional features and functions or BSEs rate elements for that type of service or combined service type over the preceding six months and dividing by six. The resulting amount is then divided by the average monthly equivalent DS0 count determined in Step 1.

(Step 3) The Telephone Company will calculate the average Minimum Commitment for that service type or combined service type by first summing the Minimum Commitment for each of the preceding six months, adjusting the Minimum Commitment pursuant to Section 25.1.3 preceding, and dividing the resulting total by six. The resulting number represents the average Minimum Commitment for the preceding six months.

(Step 4) The Telephone Company will determine the shortfall by subtracting the average number of equivalent DS0s in service as determined in Step 1 from the number of equivalent DS0s which comprise the average Minimum Commitment.

(Step 5) To determine the amount due from the CDP Customer, the Telephone Company will multiply the average rate per equivalent DS0 determined in Step 2 by the shortfall determined in Step 4 and multiply the resulting amount by six. The amount due is not subject to any late payment factor as specified in Section 2.4.1 preceding.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.7 Application of the Discount Percentage or IEF Term Plan Rates (Cont'd)

(C) Customer has met its Minimum Commitment

If the CDP Customer has satisfied its Minimum Commitment and is below the maximum service level for the preceding six months, no corrective action will be taken.

(D) Customer has met its Minimum Commitment and Exceeded its Maximum Service Level

If the CDP Customer has satisfied its Minimum Commitment for the preceding six months but exceeded its maximum service level, the Telephone Company will apply an adjustment in order to true-up the discount which was applied in excess of that allowed by the maximum service level. The true-up will result in an adjustment (charge up) of the discounted excess amount back to standard, non-discounted rates, unless the CDP Customer elects to increase its Minimum Commitment upward to at least seventy-five percent (75%) for DDS II services and ninety percent (90%) for all other service types of the total number of DS0 equivalent Standard Channel Terminations for the type of service or combined service type involved at the time the true-up was performed. If an adjustment is to be applied, the Telephone Company will calculate the adjustment as follows.

(Step 1) The Telephone Company will calculate the average number of equivalent DS0 Standard Channel Terminations which were in service over the preceding six months by summing the actual number of equivalent DS0s for each of the last six months, adjusting the Minimum Commitment pursuant to Section 25.1.3 preceding, and dividing the resulting total by six. The resulting number represents the average monthly equivalent DS0 Standard Channel Termination count (i.e., monthly equivalent DS0 count.)

(Step 2) The Telephone Company will calculate the average rate assessed per equivalent DS0 by first summing the total reduced monthly charges associated with all channel termination, channel mileage, optional features or functions or BSEs and IEF terminations or IEF interfaces rate elements for the preceding six months and dividing by six. The resulting amount is then divided by the average monthly equivalent DS0 count determined in Step 1.

(Step 3) The Telephone Company will calculate the average Minimum Commitment by first summing the Minimum Commitment for each of the preceding six months and dividing by six. The resulting number represents the average Minimum Commitment for the preceding six months.

(Step 4) The Telephone Company will determine the applicable maximum service level by multiplying the Minimum Commitment by 1.56 (i.e., the Minimum Commitment plus fifty-six percent (56%)) for DDS II service or by multiplying the Minimum Commitment by 1.3 (i.e., the Minimum Commitment plus thirty percent (30%)) for all other services.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.7 Application of the Discount Percentage or IEF Term Plan Rates (Cont'd)

(D) Customer has met its Minimum Commitment and Exceeded its Maximum Service Level (Cont'd)

(Step 5) The Telephone Company will determine the number of equivalent DS0s which already received a discount over the preceding six months, but were in excess of the maximum service level by subtracting the maximum service level calculated in Step 4 from the average equivalent DS0 Standard Channel Termination count determined in Step 1.

(Step 6) To determine the total dollar amount associated with the equivalent DS0s which received a discount in excess of the maximum service level, the Telephone Company will multiply the excess equivalent DS0 Channel Terminations in Step 5 by the average total rate per DS0 equivalent in Step 2 and multiply the result by six.

(Step 7) To determine the non-discounted total dollar amount for the equivalent DS0s which were in excess of the maximum service level, the Telephone Company will recalculate the amount determined in Step 6 back to standard, non-discounted rates as follows. First, the Telephone Company will multiply the average total rate per equivalent DS0 determined in Step 2 by the number of equivalent DS0s which were in excess of the maximum service level in Step 5 and divide the result by the discount factor or equivalent (i.e., 1 minus the discount percentage or equivalent). The equivalent discount factor can be determined by the percent differential between the monthly rate or Base Rate, as applicable, for the channel termination and the applicable SDP channel termination rate. To obtain the percent differential, subtract the SDP channel termination rate from the monthly rate or Base Rate, as applicable, for the channel termination and divide the result by the monthly rate or Base Rate for the channel termination, as applicable. For combined DS3 and IEF services, the equivalent discount factor will be the DS3 discount percentage. For example, a ten percent discount would result in a calculation of 1 minus .1 for a discount factor of .9. The resulting amount is then multiplied by six.

(Step 8) To determine the amount due from the CDP Customer, the Telephone Company will subtract the amount paid in Step 6 from the amount owed in Step 7. The resulting amount will be the amount adjusted (charged up) as a result of the true-up process. The amount due from the CDP Customer is not subject to any late payment factor as specified in Section 2.4.1 preceding.

(E) In the event that the CDP Customer disputes the amount adjusted by the Telephone Company following the true-up process, the CDP Customer must notify the Telephone Company of the dispute within six months of the adjustment being applied (i.e., prior to the next scheduled true-up).

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Rate Changes

The rates to which the discount percentage is applied are subject to change over the commitment period selected by the CDP Customer. An increase in the rate will result in an increase to the rates applicable to the CDP Customer or a decrease in the rate will result in a decrease to the rates applicable to the CDP Customer. For services which are provided with rate stability or base rates, rate changes are subject to the regulations specified in Section 25.1.9 following.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.9 Rate Stability and Base Rates

For FairPoint Enterprise Services which are provided with Rate Stability, the discount percentage is applied to the rate stability base rates specified in Section 30. following for price band rates and Section 31. following for all other rates. Such rates will not be subject to Telephone Company initiated rate increases over the commitment period selected by the CDP Customer. However, the Telephone Company may initiate an increase in the discount percentage as set forth in Section 25.1.4 preceding or may decrease the rate stability base rate. A decrease in the Rate Stability base rate will result in a decrease to the rates applicable to the CDP Customer. In no case will the Rate Stability base rate exceed the non-discounted monthly rate for the service.

For services provided with Base Rates (without rate stability), the discount percentage is applied to the Base Rates specified in Section 30. following for price band rates and Section 31. following for all other rates. Such rates are not rate stable and may change during the commitment period, causing an increase or decrease in the rates applicable to the CDP Customer. In no case will the Base Rate exceed the non-discounted monthly rate for the service.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods

The commitment period is the actual number of months for which the CDP will be in effect and the percentage discount will be applied.

(A) Selection of a Commitment Period

(1) When establishing a CDP, the CDP Customer must select a commitment period for each type of service included in the plan. Services included in a combined service type may have different commitment periods associated with each individual service type. The commitment period will be the number of months over which the percentage discount associated with that commitment period will be applied to the monthly rate elements for the type of service involved. The commitment periods and their associated percentage discounts are specified in Section 25.1.4 preceding.

(2) CDP Customers will have the option of establishing coterminous end dates for DS3 and IEF service types. CDP Customers choosing this option must select a commitment period for the IEF service type equal to the longest commitment period of the CDP Customer's DS3 service type under CDP. The expiration date of the IEF service type under CDP will equal the existing expiration date of the CDP Customer's DS3 service type under CDP with the longest commitment period. CDP Customers who choose this option shall receive the IEF rates associated with the longest DS3 commitment period selected. Where the DS3 commitment period does not match any available commitment period for IEF (e.g., 2 years), then the corresponding IEF commitment period that must be chosen is set forth in the table below.

DS3 Commitment Period	IEF Commitment Period
2 years	3 years
3 years	3 years
5 years	5 years
7 years	5 years

For example, assume that the CDP Customer has Switched Access DS3 service on a 5 year plan and Special Access DS3 service on a 3 year plan, and the CDP Customer wants to include IEF service with a coterminous end date. Assume further that there are 2 years remaining on the Switched Access DS3 commitment period. The CDP Customer must choose the IEF commitment period that is equal to the Switched Access DS3 commitment period that is the longer of the two DS3 commitment periods in this example. The expiration date for the IEF service and the Switched Access DS3 service will be the same (i.e., 2 years from the date of establishment of the IEF plan under CDP). The CDP Customer will receive the TPP rates associated with the 5 year commitment period for IEF service.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(A) Selection of a Commitment Period (Cont'd)

(2) (Cont'd)

There shall be no change to the DS3 commitment period or DS3 rates. Minimum period obligations as set forth in Section 25.1.12 following shall apply regardless of the end date chosen.

(B) Effective Date of Commitment Period

(1) The customer must subscribe to CDP by providing the Telephone Company with written notification.

(2) Where the CDP is requested to be provided coincident with the connection of new services or on existing services, the commitment period will begin as determined below:

(a) If the customer subscribes to CDP on or before the twentieth (20th) calendar day of a month, the CDP commitment period shall begin the first (1st) calendar day of the month following the month in which the customer subscribes to CDP. Application of discounts under the CDP shall begin with the first bill day of the bill period associated with the CDP customer's BAN in the month following the month in which the customer subscribes to CDP. For example, assume a CDP customer's bill period begins on the eleventh (11th) calendar day of each month. Assume also that the date the customer subscribes to CDP is July 6th. Then, the CDP commitment period start date is August 1 and discounts under the CDP shall begin on August 11th.

(b) If the customer subscribes to CDP after the twentieth (20th) calendar day of a month, the CDP commitment period shall begin the 1st calendar day of the second calendar month following the month in which the customer subscribes to CDP. Application of discounts under the CDP shall begin with the first bill day of the bill period associated with the CDP customer's BAN in the second month following the month in which the customer subscribes to CDP. For example, assume a CDP customer's bill period begins on the eleventh (11th) calendar day of each month. Assume also that the date the customer subscribes to CDP is July 30th. Then, the CDP commitment period start date is September 1st and discounts under the CDP shall begin on September 11th.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(C) Expiration of a Commitment Period

(1) At the expiration (end) of its selected commitment period, the CDP Customer may choose one (1) of the following options:

(a) Select any then effective commitment period for the service type involved, including combined service types, to establish a new CDP. All terms and conditions of CDP, including termination liability, shall apply to the new commitment period. Upon establishment of a renewed CDP, eligible CDP Customers may elect the Renewal Option in accordance with Section 25.1.10(G) following. All of the applicable terms and conditions relating to the establishment of a CDP specified in Section 25.1.2 preceding shall apply.

(b) Extend the expiring commitment period as set forth in (D) following (in which case the then current discount percentage or IEF Term Plan rates and terms and conditions of the existing plan will continue to apply).

(c) Discontinue CDP and continue receiving service without any discount plan. With the exception of (i) subscribing Special Access DS3 and DS1 Services to the NDP (as set forth in Section 25.2 following) and (ii) IEF services as described in Section 25.1.3(A)(6) preceding, the CDP Customer may not subscribe to any other discount plan if at least one (1) service type remains under CDP (i.e., all commitment periods for all service types in those ACNAs specified for inclusion under CDP have not expired. If the commitment period for a service offered under a combined service type is expiring and the service type will continue without any discount plan, the commitment level for the combined service type will change to an individual service type for the remaining service and be reduced by the quantity of channel terminations expiring.

(2) If the CDP Customer does not notify the Telephone Company of its choice of (a), (b), or (c) above, in writing at least sixty (60) days prior to the expiration of the commitment period, the Telephone Company will continue two (2) additional months of CDP billing. If the CDP Customer does not notify the Telephone Company of its choice during the two (2) month extension, a new CDP will begin based on the previously effective commitment period. The commitment level will be reset according to Section 25.1.3(A) preceding. The new CDP established under this Section (C)(2) will not include any Renewal Option. All terms and conditions of CDP, including termination liability, will apply to the new CDP commitment period.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(C) Expiration of a Commitment Period (Cont’d)

(3) If all commitment periods for all services under the CDP are expiring, the CDP Customer also has the option of selecting (1) any then effective Service Discount Plan as set forth in Section 7.4.10 or Section 6.7.16 preceding for Special or Switched Access Service, respectively; (2) any then effective National Discount Plan for its Special Access DS3 Services and/or Special Access DS1 Services; or (3) any then effective term plan as set forth in Section 26.1.4 following for IEF, which may be available for such services. Upon establishment of a renewed CDP, eligible customers may elect the Renewal Option in accordance with Section 25.1.10(G) following.

(D) Extension of a Commitment Period

(1) Select New CDP with Equal or Longer Commitment Period

(a) At any time prior to the expiration of the selected commitment period for an existing Commitment Discount Plan, the CDP Customer may extend the commitment period by cancelling the existing plan and selecting a new plan with a commitment period which is equal to or longer than the original commitment period associated with the cancelled plan. The CDP Customer must choose from the commitment periods available for each service type as set forth in Section 25.1.4 preceding.

(b) If the CDP Customer chooses to extend the expiration date for DDS II service offered under a Commitment Discount Plan, a new Minimum Commitment level must be established that is (1) the then existing Minimum Commitment level; or (2) seventy-five percent (75%) of the total number of channel terminations for DDS II, whichever is higher. For all other service types, the new Minimum Commitment level will be the higher of (1) the then existing Minimum Commitment level; or (2) ninety percent (90%) of the total number of then in service channel terminations for such service type.

(c) If the customer chooses to extend the expiration date for one or both of the service types offered under a combined service type, the new Minimum Commitment level will be either (1) the then existing commitment level for the combined services or (2) ninety percent (90%) of the total number of channel terminations for the combined service type, whichever is higher.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(D) Extension of a Commitment Period (Cont’d)

(1) Select New CDP with Equal or Longer Commitment Period (Cont’d)

(d) Termination liability charges as set forth in Section 25.1.11 following are not applicable provided that the commitment period of the new plan is equal to or longer than the commitment period of the plan being cancelled. TISC is not applicable when extending the commitment period. All terms and conditions of CDP, including termination liability, will apply to the new CDP commitment period. During the period of the extension, the customer is still subject to the true-up process as set forth in Section 25.1.7 preceding.

(2) Extend Expiration Date of Commitment Period (for all services except Combined Service Types which are set forth in (3) following)

At the expiration of its selected commitment period for a service type that is not part of a combined service type, the CDP Customer has the option to extend the expiration date of the expiring commitment period for a specific service type at the same discount percentage currently being applied provided that the new expiration date for the commitment period is the same as, or sooner than, the expiration date associated with the longest commitment period under the CDP Customer's CDP.

For example, assume that a CDP Customer has a service type with a five (5) year commitment for DDS II service. Assume also that the longest commitment period the CDP Customer has under CDP is a seven (7) year commitment on Special Access DS1 service with two (2) years remaining on the commitment period for that service. The CDP Customer may extend the expiration of the DDS II service commitment period for two (2) additional years at the five (5) year DDS service rates.

(3) Extend Expiration Date of Commitment Period for Combined Service Types

For combined service types, the CDP Customer has the following options:

(a) The CDP Customer may extend the expiration date of the shorter commitment period of a combined service type to the expiration date of the longer commitment period of the other service type. The CDP Customer may select the higher discount percentage associated with the longer commitment period of the service type with the expiring plan to apply during the extension. The discount percentages are described in Section 25.1.4 preceding.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(D) Extension of a Commitment Period (Cont'd)

(3) Extend Expiration Date of Commitment Period for Combined Service Types (Cont'd)

(a) (Cont'd)

For example, if a CDP Customer has a combined service type with a 5-year plan for switched DS1s (30%) that is expiring and a 7-year plan for special DS1s (40%) that has 2 years remaining in the commitment period, the CDP Customer may extend the expiration date of the switched DS1s to match the expiration date of the special DS1s. The CDP Customer may also select the 7-year discount percentage associated with the switched DS1s (35%) for the remaining 2 years of the commitment period.

(b) If the customer chooses to extend the expiration date for one or both of the service types offered under a combined service type, the new Minimum Commitment level will be either (1) the then existing commitment level for the combined services or (2) ninety percent (90%) of the total number of channel terminations for the combined service type, whichever is higher. If the customer chooses to extend the expiration date for DDS II service offered under a CDP, a new Minimum Commitment level must be established that is (1) the then-existing Minimum Commitment level; or (2) seventy-five percent (75%) of the total number of channel terminations for DDS II, whichever is higher.

(c) Termination liability charges as set forth in Section 25.1.11 following are not applicable to the cancelled plan provided that the minimum service commitment as of the date of extension is maintained during the period of extension.

(E) Cancellations

Except as set forth in Sections 25.1.3(C)(6) or (7), 25.1.5(C), 25.1.6(C) and 25.1.10(D)(1) preceding and Sections 25.1.10(E)(2) and 25.1.10(G) following, cancellation of a Commitment Discount Plan will result in the application of termination liability as set forth in Section 25.1.11 following.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(E) Cancellations (Cont'd)

(2) If a CDP Customer cancels a CDP in whole or in part in order to subscribe Special Access DS3 Services and/or Special Access DS1 Services that are currently subscribed to such CDP to NDP, as specified in Section 25.2 following, termination liability under CDP (as set forth in Section 25.1.11 following) will not apply.

(a) Cancellation Affecting Commitment Periods for Combined Service Types

(1) The Telephone Company will make the following changes to a CDP if the CDP Customer has a combined service type.

(a) Where Switched Access DS1 Services and Special Access DS1 Services are under a combined service type, and the Special Access DS1 Services are included in NDP, the commitment level for the remaining Switched Access DS1 Services will be reduced to ninety percent (90%) of the number of Switched Access DS1 Services that remain in the CDP, and the combined service type commitment level will be changed to an individual service type commitment level.

(b) Where Switched Access DS3 Services and Special Access DS3 Services are under a combined service type that does not include IEF services, and the Special Access DS3 Services are included in NDP, the commitment level for the remaining Switched Access DS3 Services will be reduced to ninety percent (90%) of the number of Switched Access DS3 Services that are in-service at the time of such cancellation, and the combined service type commitment level will be changed to an individual service type commitment level.

(c) Where Special Access DS3 Services and IEF services are under a combined service type that does not include Switched Access Services, and the Special Access DS3 Services are included in NDP, the commitment level for the remaining IEF services will be reduced to ninety percent (90%) of the number of IEF services that are in-service at the time of such cancellation, and the combined service type commitment level will be changed to an individual service type commitment level.

(d) Where Switched Access DS3 Services, Special Access DS3 Services, and IEF services are under a combined service type, and the Special Access DS3 Services are included in NDP, the commitment level for the remaining Switched Access DS3 Services and IEF services will be reduced to ninety percent (90%) of the number of Switched Access DS3 Services and IEF services are in-service at the time of such cancellation as a combined service type.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(E) Cancellations (Cont'd)

(2) (Cont'd)

(a) Cancellation Affecting Commitment Periods for Combined Service Types (Cont'd)

(2) A new commitment level equal to ninety percent (90%) of the services remaining under CDP in either a combined service type or an individual service type will be established. The new commitment level will be effective for the remainder of the existing commitment period, unless otherwise revised under this Section 25.1.

(3) For example, when a CDP Customer that subscribes to Special Access DS3 Services and Special Access IEF services under CDP, subsequently cancels the CDP for its Special Access DS3 Services in order to move such services to NDP, termination liability will not apply for the Special Access DS3 Services that are moved from the CDP to the NDP. In addition, the commitment level for the Special Access IEF services that remain under CDP will be changed in accordance with Section 25.1.3 preceding to ninety percent (90%) of the in-service quantities of IEF services at the time of cancellation of the CDP, and the IEF service shall be converted to an individual service type under the CDP. The commitment level for IEF services will be effective for the remainder of the existing commitment period unless otherwise revised under this Section 25.1.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(F) Time In-Service Credit

(1) TISC will be granted for each type of service being converted from a Service Discount Plan or IEF Term Plan to the CDP if at least one of the services of the type being converted has been under its Service Discount Plan or IEF Term Plan for at least twenty-four (24) months. The amount of TISC granted for each eligible service type is determined by the commitment period the CDP Customer selects for its CDP as follows:

Time In-Service for SDP or IEF Term Plan	CDP Term	Time In-Service Credit for CDP
24 months	24 months or longer	3 months credit
25 to 36 months	36 months or longer	6 months credit
37 to 60 months	60 months or longer	12 months credit
61 months to 84 months	60 months or longer	18 months credit

(2) TISC will be applied to the end of the CDP commitment period thereby reducing the number of months for which termination liability charges are applicable. For example, a commitment period of sixty months with twelve months of TISC applied will not be subject to termination liability charges after the forty-eighth month of the sixty month commitment period.

(TR 1)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(G) Renewal Option

(1) Description - Renewal Option is an option under CDP which allows a CDP Customer to terminate its renewed CDP without the application of termination liability charges if the renewed CDP meets the terms and conditions set forth in this section (G). There will be no change to the CDP commitment period that the customer commits to under Commitment Discount Plan. Renewal Option applies to commitment periods by service type.

(2) Customer Subscription to Renewal Option – Renewal Option must be requested by the CDP Customer by providing written notification to the Telephone Company.

(3) Eligibility - Renewal Option is available to a CDP Customer who meets either one of the conditions set forth in (G)(3)(a) or (G)(3)(b) following:

(a) Customer with a Currently Expiring CDP

Customer must meet all of the requirements set forth in (a)(i) and (a)(ii) following:

(i) Customer completes one of the following:

(A) A full 5-year or 7-year commitment period (pursuant to Section 25.1.10(C) preceding), including CDP Customers in a coterminous plan (pursuant to Section 25.1.11 following) with actual time spent on the plan under this tariff equal to the full commitment period; or

(B) An extension of a commitment period (pursuant to Section 25.1.10(D) preceding) with at least five (5) years actually spent on the plan regardless of the selected commitment period; or

(C) A coterminous plan established prior to May 10, 2006 with a 5-year or 7-year commitment period (pursuant to Section 25.1.13 following), but with less time spent on the plan than the actual commitment period due to the election of the coterminous option; and

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(G) Renewal Option (Cont'd)

(3) Eligibility (Cont'd)

(a) Customer with a Currently Expiring CDP (Cont'd)

(ii) The CDP Customer chooses to establish a new CDP commitment period for the service type involved, including combined service types, with an equal or longer commitment period (i.e., customer renews its existing 5-year commitment period for a new 5-year or 7-year commitment period, or CDP Customer renews its existing 7-year commitment period for a new 7-year commitment period).

(A) If a CDP Customer completed an extension of a commitment period pursuant to Section 25.1.10(D) preceding with at least five (5) years actually spent on the plan, the commitment period of the renewed CDP must be of equal or greater length than the actual time spent by the CDP Customer on the prior plan. If the actual time spent by the CDP Customer on the prior plan was between five (5) years and seven (7) years (i.e., time spent was more than sixty (60) months but less than eighty-four (84) months), the CDP Customer must renew such CDP for a new commitment period of at least five (5) years.

(B) For example, assume that a CDP Customer completed a 3-year commitment period and extended it for an additional two (2) years for total time spent on the plan of five years. The CDP Customer must renew such CDP for a new commitment period of at least five (5) years. As another example, assume that a CDP Customer completed a 5-year commitment period and extended it for an additional one (1) year for total time spent on the plan of six (6) years. The CDP Customer must renew such CDP for a new commitment period of at least five (5) years.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(G) Renewal Option (Cont'd)

(3) Eligibility (Cont'd)

(b) Customer Renewed CDP Within the Last 12 Months

The CDP Customer must meet all of the requirements set forth in (b)(i), (b)(ii) and (b)(iii) following:

(i) The CDP Customer had completed one of the following during the period between May 10, 2005 and May 10, 2006:

(A) A full 5-year or 7-year commitment period (pursuant to Section 25.1.10(C) preceding); or

(B) An extension of a commitment period (pursuant to Section 25.1.10(D) preceding) with at least five (5) years actually spent on the plan regardless of the selected commitment period; and

(ii) Upon expiration of such commitment period specified in (b)(i) and during the period between May 10, 2005 and May 10, 2006, the CDP Customer established a new Commitment Discount Plan commitment period for the service type involved, including combined service types, with an equal or longer commitment period (i.e., CDP Customer renewed its existing 5-year commitment period for a new 5-year or 7-year commitment period, or CDP Customer renewed its existing 7-year commitment period for a new 7-year commitment period).

(A) If a CDP Customer completed an extension of a commitment period pursuant to Section 25.1.10(D) preceding with at least 5 years actually spent on the plan, the commitment period of the renewed Commitment Discount Plan must have been of equal or greater length than the actual time spent by the CDP Customer on the prior plan. If the actual time spent by the CDP Customer on the prior plan was between five (5) years and seven (7) years (i.e., time spent was more than sixty (60) months but less than eighty-four (84) months), the CDP Customer must have renewed such Commitment Discount Plan for a new commitment period of at least five (5) years.

(TR 1)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(G) Renewal Option (Cont'd)

(3) Eligibility (Cont'd)

(b) Customer Renewed CDP Within the Last 12 Months (Cont'd)

(ii) (Cont'd)

(B) For example, assume that a CDP Customer completed a 3-year commitment period and extended it for an additional two (2) years for total time spent on the plan of five years. The CDP Customer must have renewed such Commitment Discount Plan for a new commitment period of at least 5 years. As another example, assume that a CDP Customer completed a 5-year commitment period and extended it for an additional one (1) year for total time spent on the plan of six years. The CDP Customer must have renewed such Commitment Discount Plan for a new commitment period of at least 5 years.

(iii) The CDP Customer must elect Renewal Option no later than July 10, 2006.

(4) Renewal Option Period

(a) The applicable Renewal Option Period granted for each eligible service type is determined as follows:

Expiring CDP Commitment Period (including actual time spent on plan pursuant to 25.1.10(G)(3)(a)(i) or 25.1.10(G)(3)(b)(i)	Renewed (i.e., new) CDP Term	Renewal Option Period
5 years	5 or 7 Years	24 months
7 years	7 Years	24 months

(TR 1)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)
25.1.10 Commitment Periods (Cont'd)

(G) Renewal Option (Cont'd)

(4) Renewal Option Period (Cont'd)

(b) The Renewal Option Period will be applied to the end of the renewed CDP commitment period.

For example, assume that a CDP Customer renews a 7-year commitment period for another 7-year commitment period and elects the Renewal Option. The Telephone Company will grant a Renewal Option Period of twenty-four (24) months to that CDP Customer. The CDP Customer is still subject to a commitment period of seven (7) years; however, termination liability charges as set forth in Section 25.1.11 following will not apply after month sixty (60) if the CDP Customer cancels or terminates the Commitment Discount Plan prior to the end of the commitment period (i.e., 7-year commitment period (84 months) minus 24 months Renewal Option Period = 60 months, or 5 years).

(c) When a Commitment Discount Plan is cancelled or terminated during the Renewal Option Period, a final true-up will be conducted pursuant to Section 25.1.7 preceding in order to determine any applicable shortfall adjustments. The shortfall will be calculated as specified in Section 25.1.7 preceding, on a pro-rated basis, for the number of months elapsed since last true-up. No charge ups applicable under Section 25.1.7 preceding will be assessed as a result of the final true-up.

(d) If a Commitment Discount Plan is cancelled or terminated during the Renewal Option Period, the CDP Customer will be treated as if it has completed a full commitment period.

For example, assume that a CDP Customer completes a full 7-year commitment period under Commitment Discount Plan, renews Commitment Discount Plan with a 7-year commitment period and elects the Renewal Option. After completing 5 years and 3 months (i.e., during the Renewal Option Period), the CDP Customer terminates the Commitment Discount Plan without termination liability. After such termination, the CDP Customer may renew such Commitment Discount Plan for another 7-year commitment period and be eligible for the Renewal Option on the renewed Commitment Discount Plan.

(5) Except as otherwise specified in this Section 25.1.10(G), all terms and conditions of Commitment Discount Plan, including establishing an initial minimum commitment period set forth in Section 25.1.3 preceding and the bi-annual true-up process set forth in Section 25.1.7 preceding, will apply to the new Commitment Discount Plan commitment period during the entire time that such Commitment Discount Plan is maintained (i.e., even during the Renewal Option Period).

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.11 Termination Liability

(A) Termination liability applies (1) when one or more service types in a CDP are disconnected, cancelled or terminated prior to the end of the CDP Customer selected commitment period for each such service type; or (2) when all services in the CDP are disconnected, cancelled or terminated prior to the end of the CDP Customer selected commitment period. The only exceptions to the foregoing shall be:

(i) termination by the CDP Customer in accordance with Sections 25.1.5(C) or 25.1.6(C) preceding for which the CDP Customer shall not be charged termination liability in accordance with this section for the specific service type terminated. If the CDP Customer terminates another service type not subject to Sections 25.1.5(C) or 25.1.6(C) preceding, then the CDP Customer shall be subject to termination liability for the other service types in accordance with this section; or

(ii) termination by the CDP Customer in accordance with Section 25.1.10(E)(2) preceding of Special Access DS3 Services and/or Special Access DS1 Services in order to subscribe those services to the NDP, in accordance with Section 25.2 following; or

(iii) termination by the CDP Customer in accordance with Renewal Options specified in Section 25.1.8(G) preceding; or

(iv) termination by the CDP Customer in accordance with Section 25.1.10(D) preceding in order to extend the commitment period of the CDP; or

(v) termination by the CDP Customer in accordance with Section 25.1.3(C)(6) or (7) preceding in order to consolidate multiple CDPs.

(B) The termination liability charge applies in addition to any applicable minimum period charges.

(C) There are two methods (i.e., Option 1 or Option 2) of determining and calculating the termination liability charge. The Telephone Company will calculate the charge using both methods and apply the method which produces the lesser termination liability charge.

For IEF, the termination liability shall be determined using Option 1 only.

(TR 1)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.11 Termination Liability (Cont'd)

(C) (Cont’d)

(1) Option 1 Termination Liability Charge Method and Calculation

(a) Under Option 1, the termination liability charge is fifty percent (50%) of the applicable monthly rates for each month or fraction thereof remaining in the selected commitment period, less any TISC or Renewal Option which may have been applied. The termination liability charge applies in addition to the charge associated with satisfying the minimum period requirement as set forth in Section 5.2.5 preceding.

(b) The termination liability charge will be calculated as follows:

(Step 1) The Telephone Company will conduct a final true-up to determine the average number of equivalent DS0 Standard Channel Terminations in service since the last true-up was performed and the total dollar amount associated with the equivalent DS0 monthly rate elements which were in service since the last true-up was performed.

(Step 2) Using the data determined in the final true-up and all applicable previous true-ups, the Telephone Company will calculate an average rate per equivalent DS0.

(Step 3) The Telephone Company will multiply the average rate per equivalent DS0 from Step 2 by fifty percent 50% and by the number of equivalent DS0s which comprise Minimum Commitment and multiply the result by the number of months and fraction thereof remaining in the commitment period, less any time in-service credit or Renewal Option which may have been applied or the number of months from the end of the minimum period requirement to the end of the commitment period, less any time in-service credit or Renewal Option which may have been applied, as applicable. The amount due from the CDP Customer is not subject to any late payment factor as specified in Section 2.4.1 preceding.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.11 Termination Liability (Cont'd)

(C) (Cont'd)

(2) Option 2 Termination Liability Charge Method and Calculation

(a) Termination liability under Option 2 will be calculated as follows.

- Where there is no CDP commitment period less than the actual time the CDP has been in effect, the termination liability charge will be the difference between the total dollar amount of the full (non-discounted) monthly rates and the total dollar amount of the discounted monthly rates for the period of time that the CDP was in effect. The Telephone Company will conduct a final true-up on the CDP for the period of time since the last true-up was performed up to the date of disconnection or cancellation. The termination liability charge will be calculated using data from the final true-up and any previous true-up(s) performed since the CDP was established.

- Where there is a CDP commitment period less than the actual time the CDP has been in effect, the termination liability charge will be the difference for the prior twenty-four (24) months between the discounted monthly rates resulting from the highest CDP commitment period that could have been satisfied prior to disconnection of service or cancellation of the CDP and the discounted monthly rates resulting from the CDP which was selected by the CDP Customer. The following example illustrates the application of a termination liability charge. If a CDP Customer with a sixty (60) month commitment period were to disconnect all services in the CDP after forty (40) months and five (5) days, the highest CDP commitment period which could have been satisfied is thirty-six (36) months. To determine the termination liability charge, the Telephone Company will conduct a final true-up on the CDP for the period of time since the last true-up was performed to the date of disconnection or cancellation.

(TR 1)

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.11 Termination Liability (Cont'd)

(C) (Cont’d)

(2) Option 2 Termination Liability Charge Method and Calculation (Cont’d)

(b) Using the data from the final true-up and any previous true-up data necessary to recalculate the prior twenty-four (24) months, the Telephone Company will calculate the termination liability charge as follows.

(Step 1): Determine the total dollar amount associated with all of the monthly rate elements which were discounted over the previous twenty-four months (i.e., the actual discounted dollar amounts for the prior twenty-four (24) months).

(Step 2): Determine the total dollar amount (with no discount applied) for the same rate elements in (Step 1) for the prior twenty-four (24) months and apply the discount percentage for the highest commitment period which could have been satisfied (36 months in this example).

(Step 3): If the total dollar amount in (Step 1) is greater than the total amount in (Step 2), the Telephone Company will subtract the total dollar amount in (Step 2) from the total dollar amount in (Step 1) and credit the difference to the CDP Customer. If the total dollar amount in (Step 2) is greater than the total dollar amount in (Step 1), the Telephone Company will subtract the total dollar amount in (Step 1) from the total dollar amount in (Step 2) and apply the difference as an adjustment (charge up) to the CDP Customer.

25.1.12 Minimum Period

The minimum period for any service provided under the CDP is one year from the date that such service is installed.

As an illustrative example, assume that the CDP Customer establishes a 1.544 Mbps (DS1) High Capacity Special Access Service under a Service Discount Plan (SDP) on 1/1/2001. On 1/1/2005, the CDP Customer establishes a CDP with a five (5) year commitment period for its DS1 High Capacity service type. On 2/1/2005, the CDP Customer disconnects the DS1 High Capacity circuit originally installed on 1/1/2001. Since the service was installed on 1/1/2001, and the disconnection date was 2/1/2005, the minimum period under CDP of one (1) year has been met. Therefore, the CDP Customer is not required to pay any minimum period charges.

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.13 Reserved for Future Use

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.13 Reserved for Future Use (Cont'd)

25. Discount Plans (Cont'd)

25.2 National Discount Plan

25.2.1 General

(A) Overview

The National Discount Plan (NDP) is an optional discount plan that allows the NDP Customer to aggregate all of its Qualifying Services on a national basis. The NDP provides discounts on certain rate elements of Qualifying Services. The level of discount received by the NDP Customer corresponds to the NDP Customer's quantities of Qualifying Services, the customer's selection of a Commitment Matrix Option, and the Plan Year.

(B) Specific Terms and References

Unless otherwise defined in this tariff, the following terms are used in this Section 25.2. References to other sections of Section 25.2 are provided for further information on each term.

(1) Achieved Discount Tier: shall mean the Discount Tier (as determined in the Annual True-Up) that the NDP Customer could have achieved during the Annual True-Up Period.

(2) ACNA: shall mean Access Customer Name Abbreviation, as such term is generally understood in the Telecommunications Industry to be the name abbreviation for a purchaser of Special Access Services and Facilities for Interstate Access.

(3) Actual Increase: shall mean a measurement used in calculating the CBB Discount, that measures the difference between (i) the number of Equivalent DS1 CTs or Equivalent DS1 CMs (as applicable) in month one (1) of the Annual True-Up Period; and (ii) the number of Equivalent DS1 CTs or Equivalent DS1 CMs (as applicable) in month twelve (12) of the Annual True-Up Period.

(4) Anniversary Date: shall mean each twelve (12) month anniversary of the NDP Start Date during the Term.

(5) Annual True-Up: shall mean the true-up conducted by the Telephone Company following the end of each Plan Year during which the Telephone Company shall measure, among other things, whether the NDP Customer has met and/or exceeded the Commitment Level and the Discount Tier for the Annual True-Up Period, as more specifically described in Section 25.2.7 following. A Final True-Up shall be conducted in accordance with Section 25.2.14(B)(1) following.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

(6) Annual True-Up Period: shall mean the most recent Plan Year that has just been completed for which the Annual True-Up is being conducted.

(7) Assigned Discount Tier: shall mean the applicable Discount Tier that was in effect during an Annual True-Up Period.

(8) Average Monthly Rate Per Equivalent DS1 CM: shall mean the rate as calculated in accordance with Section 25.2.7(C)(2) following.

(9) Average Monthly Rate Per Equivalent DS1 CT: shall mean the rate as calculated in accordance with in Section 25.2.7(C)(1) following.

(10) Channel Termination(s): shall mean the applicable Special Access channel terminations for Qualifying Services as follows.

(a) Channel Terminations for Special Access DS1 Services are described in Section 7.2.9 preceding of this tariff.

(b) Primary and Secondary Channel Terminations for Special Access DS3 Services using electrical and optical interfaces are set forth in Section 7.2.9 preceding of this tariff; and

(c) Channel Terminations for FMS Services are set forth in Section 7.2.16 preceding of this tariff; and

(d) Channel Terminations for IEF Services.

(TR 1)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

(11) Channel Mileage: shall mean the applicable channel mileage for Qualifying Services as follows.

(a) Channel Mileage for Special Access DS1 Services and Special Access DS3 Services are described in Section 7.2.9 preceding of this tariff; and

(b) Channel Mileage for FMS Services which are described in Section 7.2.16 of this tariff.

(12) Commitment Buy Up Bonus: shall mean an option available to the NDP Customer which allows the NDP Customer to increase (buy-up) their CT Commitment Level and/or their CM Commitment Level, and receive a discount on one or both Commitment Levels, as described in Section 25.2.7(E) following.

(13) CBB Discount: shall mean the Commitment Buy-Up Bonus Discount as described in Section 25.2.7(E) following.

(14) Commitment Level: shall mean the CM Commitment Level (i.e., the total number of Equivalent DS1 CMs) and/or the CT Commitment Level (i.e., the total number of Equivalent DS1 CTs) that the NDP Customer must commit to the NDP, as described further in Section 25.2.4 following. If the NDP Customer has Channel Terminations and Channel Mileage, then the NDP Customer must establish a separate Commitment Level for Channel Terminations (CT Commitment Level) and a separate Commitment Level for Channel Mileage (CM Commitment Level).

(15) Commitment Matrix: shall mean either the Premier Commitment Matrix or the Standard Commitment Matrix, as each is described in Section 25.2.4(C) following.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

(16) Discount Tier: shall mean the tier in each of the tables set forth in Section 25.2.4(B) following into which the NDP Customer falls based on the actual quantities of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable.

(17) Discount Tier Adjustment: shall mean the adjustment (if applicable) to a higher or a lower Discount Tier based on the difference (if any) between the NDP Customer's Achieved Discount Tier and Assigned Discount Tier, as calculated during the Annual True-Up Period. See Section 25.2.7(D) following for further explanation.

(18) Discounted Rate Elements: shall mean those rate elements of the Qualifying Services that receive a discount under the NDP. A listing of the Discounted Rate Elements is set forth in Section 25.2.5(A) following.

(19) Equivalent DS1 CTs: shall mean the total number of equivalent DS1 Channel Terminations for Qualifying Services as determined in accordance with Section 25.2.4 following.

(20) Equivalent DS1 CMs: shall mean the total number of equivalent DS1 Channel Miles for Qualifying Services as determined in accordance with Section 25.2.4 following.

(21) FMS Services: shall mean Special Access Service provided as Facilities Management Service under Section 7.2.16 preceding of this tariff. Switched Access FMS Services are not included in the NDP.

(22) IEF Services: shall mean, as applicable, either (a) Special Access IntelliBeam Entrance Facilities STS1 terminations (excluding interface options) as described, Section 26.1.4 preceding of this tariff, or (b) Telephone Company provided SONET entrance facility STS1 terminations (excluding interface options) provided by the Telephone Company where such service is technically and operationally feasible, as determined by the Telephone Company.

(23) Initial Term: shall mean the five (5) year initial term of the NDP.

(24) Monthly Average Count of Equivalent DS1 CMs: shall mean the average number of Equivalent DS1 CMs that were in-service during each month of the Annual True-Up Period, as calculated in accordance with Section 25.2.7(B)(1) following.

(TR 1)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

(25) Monthly Average Count of Equivalent DS1 CTs: shall mean the average number of Equivalent DS1 CTs that were in-service during each month of the Annual True-Up Period, as calculated in accordance with Section 25.2.7(B)(1) following.

(26) Monthly Charges: shall mean the dollar amount of monthly recurring charges billed by the Telephone Company for Discounted Rate Elements.

(27) Monthly Shortage: shall mean the difference between (i) the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs, as applicable; and (ii) the NDP Customer's CT Commitment Level or CM Commitment Level, respectively.

(28) NDP Customer: shall mean collectively the subscribing customer (as defined in Section 2.6 preceding) and all Persons that are included in the same NDP.

(29) NDP Start Date: shall mean the start date of the NDP Customer's NDP, as described in Section 25.2.2(A)(1) following.

(30) Non-Discounted Billed Amounts: shall mean the Monthly Charges for the Discounted Rate Elements that would have been billed if the discount percentages of the NDP had not been applied, as calculated in accordance with Section 25.2.7(D).

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

(31) Person: shall mean any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

(32) Plan Year: shall mean each 12 month period during the Term of the NDP commencing on the NDP Start Date and each Anniversary Date thereafter, as applicable.

(33) Qualifying Services: shall mean Special Access DS1 Services, Special Access DS3 Services, FMS Services, and IEF Services provided by the Telephone Company to the NDP Customer as more specifically described in Section 25.2.3 following of this Tariff.

(34) Renewal Term: shall mean any renewed 5-year period of the NDP.

(35) Sale Adjustment: shall mean an adjusted amount of Equivalent DS1 CTs and an adjusted amount of Equivalent DS1 CMs which are no longer provided to the NDP Customer as a result of a Telephone Company Sale.

(36) Shortfall Penalty: shall mean a penalty assessed against the NDP Customer when it fails to meet its CT Commitment Level and/or CM Commitment Level, as applicable, during an Annual True-Up Period, as further described in Section 25.2.7(C) following.

(37) Special Access DS3 Service: shall mean Special Access DS3 High Capacity/44.736 Mbps Service as described in Section 7.2.9 of FCC1, Special Access High Capacity 44.736 Mbps Service as described in Section 7.2.9 preceding of this tariff.

(38) Special Access DS1 Service: shall mean Special Access High Capacity 1.544 Mbps Service as described in Section 7.2.9 preceding of this tariff.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

(39) Subscription Date: shall mean the date that the Telephone Company receives an executed and completed subscription document from the NDP Customer.

(40) Telephone Company Sale: shall mean the sale or other divestiture of an operating territory or a portion of an operating territory of a Telephone Company, whereby the Telephone Company no longer provides Qualifying Services in such operating territory or portion of an operating territory.

(41) Term: shall mean the Initial Term and any Renewal Term(s).

(42) Upgrade or Upgraded: shall mean the replacement of (i) a Qualifying Service with a Qualifying Service of a higher bandwidth or capacity (e.g., replacement of a Special Access DS3 Service with an IEF Service); or (ii) a Qualifying Service with another Telephone Company provided service of a higher bandwidth or capacity that is not a Qualifying Service (e.g., replacement of a Special Access DS3 Service with an Ethernet Service of a higher bandwidth).

(43) Upgrade Adjustment: shall mean an adjusted number of Equivalent DS1 CTs and an adjusted number of Equivalent DS1 CMs that were Upgraded by the NDP Customer during the Annual True-Up Period.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

(C) ACNAs Subscribing to NDP

(1) At the time of subscription to NDP, the subscribing customer must include all of its ACNAs in the NDP. The NDP Customer also has the option to include the ACNA(s) of one or more Person(s) in its NDP (subject to written authorization from the NDP Customer and the applicable Person(s)). In this case, the NDP Customer's NDP shall include (1) all of the subscribing customer's ACNA(s); and (ii) all of the ACNA(s) of the Person(s) that the subscribing customer wishes to include in its NDP (subject to written authorization from the NDP Customer and the applicable Person(s)).

(2) If, subsequent to the NDP Start Date, the NDP Customer wishes to add one or more ACNA(s) to its NDP for one of the following reasons, then all such ACNA(s) of the NDP Customer or Person(s), as applicable, shall be added to the NDP Customer's NDP at the time of the next Annual True-Up, in accordance with the terms set forth in Section 25.2.11 following.

(a) NDP Customer (at its option) wishes to include one or more Person(s) into its NDP that are not currently included in the NDP Customer's NDP (subject to written authorization from the NDP Customer and the applicable Person(s)); or

(b) NDP Customer or one of the Person(s) who is currently included in the NDP has acquired one or more new ACNA(s); or

(c) NDP Customer has acquired one or more ACNA(s) through merger, acquisition, or other transaction that are not currently included in the NDP Customer's NDP.

(3) No later than thirty (30) calendar days prior to each Anniversary Date, the NDP Customer must provide written notice to the Telephone Company indicating its intent to add such ACNA(s) to the NDP, and setting forth the affected ACNA(s) and the name of the Person (if applicable) who owns such ACNA(s).

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

(C) ACNAs Subscribing to NDP (Cont'd)

(4) Once an ACNA is included in the NDP, it cannot concurrently be included in any other NDP. Combination or addition of ACNAs are further described in Section 25.2.11 following.

(5) For example, assume that a customer who has only one ACNA (ABC) subscribes to the NDP. Assume further that such NDP Customer has five (5) affiliates, but only wishes to include three (3) affiliates in its NDP as of the NDP Start Date. Assume also that each of the three (3) included affiliates each have one ACNA respectively (ACNAs LLL, MMM, and NNN, respectively). In this case, a single NDP will be established for the NDP Customer that includes the following ACNAs: ABC, LLL, MMM, and NNN. Assume further that during Plan Year 2, the NDP Customer decides to include its remaining two (2) affiliates in its NDP. Then, in accordance with this Section 25.2.1 and Section 25.2.11 following, the NDP Customer will include all of the ACNAs of such affiliates into the NDP.

(6) Any customer that qualified for this option with a predecessor company will qualify for this Option with the Telephone Company and will be eligible for the same discount tier it had achieved with a predecessor company. Notwithstanding anything in this Option to the contrary, no minimum subscriptions will be required for any customer that qualified for this option with a predecessor company and no Shortfall Penalty shall apply. (N)

FairPoint notified the customer of this change on or before March 15, 2008. The customer will have 60 days from April 1, 2008 to terminate this Contract with no penalties. The customer must notify FairPoint by May 30, 2008 to cancel this Contract. (N)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

(D) Subscription to Other Tariff Arrangements

(1) At any time during the Term of the NDP, the NDP Customer may not simultaneously subscribe the Discounted Rate Elements to other existing or new tariff arrangements (including a contract tariff option (as set forth in Section 32 following), an individual case basis arrangement, specialized service arrangement (or the like), or other discount plan, such as Service Discount Plans (as set forth in Section 7.4.10 preceding) and Commitment Discount Plans (as set forth in Section 25.1.1 preceding) under this tariff, subject to the exceptions set forth in Section 25.2.1(D)(1) following. Except as set forth in (D)(1)(a) through (e) following, if the NDP Customer subscribes to such other tariff arrangement, then the NDP Customer shall be deemed to have terminated the NDP, and termination liability (as set forth in Section 25.2.13 following) shall apply.

(a) Unless specifically prohibited under a contract tariff option, the NDP Customer may concurrently subscribe to and receive the benefits of the NDP and any existing or new contract tariff option (as set forth in Section 32 following) that provides discounts on a circuit specific basis on any Qualifying Service (including discounts or credits on Discounted Rate Elements); or

(b) Unless specifically prohibited under a contract tariff option, the NDP Customer may concurrently subscribe to and receive the benefits of NDP and any existing or new contract tariff option (as set forth in Section 32 following) that provides discounts for achieving certain aggregate volume or revenue targets for FMS Services and/or IEF Services; or

(c) The specific tariff arrangement (including the contract tariff option) specifically permits concurrent subscription to the NDP and the applicable contract tariff option; or

(d) The NDP Customer may subscribe concurrently to the NDP and FMS term plans.

(e) The NDP Customer may subscribe concurrently to the NDP and an IEF term plan or an IEF Commitment Discount Plan.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.1 General (Cont'd)

(D) Subscription to Other Tariff Arrangements (Cont'd)

(2) As an illustrative example, a NDP Customer may continue to subscribe to and receive discounts under a contract option which provides circuit specific discounts on Special Access DS3 Services. The NDP Customer may also continue to subscribe to a "Total Billed Revenue" contract option which provides discounts on aggregate revenues of FMS Services, since rate elements of FMS Services are not Discounted Rate Elements under NDP. However, the NDP Customer may not subscribe to and receive discounts under a "Total Billed Revenue" contract option which provides discounts on aggregate revenue of Special Access DS1 Services and Special Access DS3 Services.

25.2.2 Subscription

(A) Subscription Requirements

The customer's request for subscription to the NDP must be in writing, must be signed by an authorized representative of the customer, and must be in a manner prescribed by the Telephone Company. In addition, the written request must include all of the following:

(1) NDP Start Date

Notwithstanding a different Subscription Date, the NDP shall start on one of the following dates as determined below:

(a) If the NDP Customer's Subscription Date to NDP is on or before the fifteenth (15th) calendar day of a month, the NDP Start Date shall be the first (1st) calendar day of the month following the Subscription Date. Application of discounts under the NDP shall begin with the first bill day of the bill period associated with the NDP Customer's BAN in the month following the Subscription Date. For example, assume a NDP Customer's bill period begins on the eleventh (11th) calendar day of each month. Assume also that the NDP Customer's Subscription Date to NDP is July 6th. Then, the NDP Start Date is August 1 and discounts under the NDP shall begin on August 11th.

(b) If the NDP Customer's Subscription Date to NDP is after the 15th calendar day of a month, the NDP Start Date shall be the 1st calendar day of the second calendar month following the Subscription Date. Application of discounts under the NDP shall begin with the first bill day of the bill period associated with the NDP Customer's BAN in the second month following the Subscription Date. For example, assume a NDP Customer's bill period begins on the 11th calendar day of each month. Assume also that the NDP Customer's Subscription Date to NDP is July 17th. Then, the NDP Start Date is September 1st and discounts under the NDP shall begin on September 11th.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.2 Subscription (Cont'd)

(A) (Cont'd)

(2) Actual Quantities of Channel Terminations and Channel Mileage for Qualifying Services

The Telephone Company shall calculate and provide to the NDP Customer the actual quantities of Channel Terminations and Channel Mileage during the month prior to the Subscription Date. The Telephone Company's records regarding the actual number of Channel Terminations and Channel Mileage shall be deemed accurate in the case of any discrepancy between the NDP Customer's records and the Telephone Company's records. In accordance with Section 25.2.4 following, the Telephone Company shall derive the Equivalent DS1 CTs and the Equivalent DS1 CMs from the actual quantities of Channel Terminations and Channel Mileage.

(3) Discount Tier

Based on the Equivalent DS1 CTs and Equivalent DS1 CMs determined in (2) above, the Telephone Company will determine the Discount Tier that the NDP Customer falls into in each of the applicable tables set forth in Section 25.2.4(B) following.

(4) Commitment Matrix and Commitment Levels

The NDP Customer must specify a Commitment Level by selecting from one of the following two (2) Commitment Matrix options: (1) Premier Commitment Matrix, as described in Section 25.2.4(C)(1) following; and (2) Standard Commitment Matrix, as described in Section 25.2.4(C)(2) following. The NDP Customer's choice of the Commitment Matrix determines (a) the number of Equivalent DS1 CTs and/or Equivalent DS1 CMs that the NDP Customer must commit to the NDP; and (b) the discount on Discounted Rate Elements provided under the NDP.

(5) BANs

The NDP Customer must specify a BAN, per state (for each operating territory included in this tariff), against which the Telephone Company will apply adjustments (including Shortfall Penalties as set forth in Section 25.2.7(C) following, Discount Tier Adjustments as set forth in Section 25.2.7(D) following, and CBB Discounts as set forth in Section 25.2.7(E) following) associated with the NDP.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.3 Qualifying Services

(A) Inclusion of Qualifying Services in NDP

The Qualifying Services are included in the NDP for purposes of determining the Equivalent DS1 CTs and Equivalent DS1 CMs.

(1) If the NDP Customer purchases one or more of the Qualifying Services under this tariff, and subscribes to the NDP, the NDP Customer's NDP must include the Qualifying Services in the quantities set forth in (B) following that are purchased under such affected tariffs. For each Qualifying Service, with the exception of FMS Services, for which only seventy-five percent (75%) must be included, the NDP Customer must include all quantities (i.e., one hundred percent (100%)) of such Qualifying Services purchased under all affected tariffs.

(2) The NDP will be administered as a single discount plan across all such tariffs for which a single set of Commitment Levels, Discount Tiers, and Term shall apply.

For example, assume an NDP Customer purchases Special Access DS3 Services under this tariff, and FMS Services under this tariff. In this case, the NDP Customer must subscribe to the NDP all (i.e., 100%) of such Special Access DS3 Services purchased under this tariff. However, the NDP Customer is only required to include 75% of the FMS Services purchased by the NDP Customer under this tariff. The NDP Customer's NDP shall be administered as one discount plan across this tariff.

(TR 1)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.3 Qualifying Services (Cont'd)

(B) Qualifying Services

Subject to the terms of Section 25.2.1(D) preceding, the applicable percentage (as listed below) of each Qualifying Service provided by the Telephone Company to the NDP Customer pursuant to this tariff, shall be included in the NDP at the time of subscription to NDP and, as applicable, at any time during the Term when the NDP Customer purchases additional quantities of such Qualifying Services.

(1) All quantities (one hundred percent (100%)) of Special Access DS1 Service Channel Terminations.

(2) All quantities (one hundred percent (100%)) of Special Access DS3 Service Channel Terminations (including Individual System, 3 System)

(3) All quantities (one hundred percent (100%)) of Special Access DS1 Service Channel Mileage;

(4) All quantities (one hundred percent (100%)) of Special Access DS3 Service Channel Mileage (including Individual System, 3 System).

(5) All quantities (one hundred percent (100%)) of IEF STS1 Channel Terminations;

(6) Seventy-five percent (75%) of the quantities of FMS Service Primary Premises Channel Terminations with a DS1 Interface or a DS3 Interface in this tariff;

(7) Seventy-five percent (75%) of the quantities of FMS Service Channel Mileage in this tariff.

(TR 1)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.3 Qualifying Services (Cont'd)

(C) Shared Use Arrangements

For Qualifying Services that are provided as part of a Shared Use Arrangement as set forth in Section 5.2.7 preceding, the Special Access DS3 Service, Special Access DS1 Service, IEF Service, or FMS Service will be included in the NDP. The Switched Access Portion for such services of the Shared Use Arrangement will not be included in the NDP or be subject to discounting under the NDP.

(D) Conversion of Qualifying Services

Upon subscription to NDP, all of the NDP Customer's individual circuit-specific term plans for Special Access DS3 Services and Special Access DS1 Services, such as Service Discount Plans offered under Section 7.4.10 preceding, must be cancelled to include all such services in the NDP. Termination liability as set forth in Sections 7.4.10(C) preceding will not apply to such cancellations.

Additionally, all of the NDP Customer's Commitment Discount Plans for Special Access DS3 Services and Special Access DS1 Services (as offered under Section 25.1 preceding of this tariff, or the affected portion of the CDP, as applicable, for the Special Access DS3 Services and Special Access DS1 Services that are to be included in the NDP, must be cancelled in order to include all such services in the NDP. Such cancellation(s) under this tariff may result in a change(s) to the commitment level of the services remaining under the CDP as further described in Section 25.1 preceding. Termination liability as set forth in Section 25.1.11 preceding will not apply to such cancellations.

Further, all of the NDP Customer's individual circuit-specific term plans and term and volume plans for Special Access DS3 Services and Special Access DS1 Services, must be cancelled in order to include all such services in the NDP.

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.3 Qualifying Services (Cont'd)

(E) Addition of Services and Removal of Services

(1) Addition of Services

(a) The NDP Customer may add Special Access DS3 Service and Special Access DS1 Service at any time during the Term of the NDP. Qualifying Services are added to the NDP for the remainder of the Term (i.e., on a coterminous basis).

(b) When the NDP Customer adds one or more Special Access DS3 Services or Special Access DS1 Services to NDP at any time during the Term, the Channel Termination nonrecurring charge which applies for such service is $1.00 per Channel Termination added.

(c) When the NDP Customer adds one or more IEF Services or one or more FMS Services during the Term of the NDP, the added IEF Service or FMS Service will be added to the NDP solely for the purpose of calculating the number of Equivalent DS1 CTs and/or the number of Equivalent DS1 CMs used to administer the NDP.

(2) Removal of Services

(a) When the NDP Customer removes one or more Special Access DS3 Services or Special Access DS1 Services, but not all Special Access DS3 Services and Special Access DS1 Services, from NDP at any time during the Term, no termination liability charge applies.

(b) When the NDP Customer removes one or more IEF Services, or one or more FMS Services during the Term of the NDP, no termination liability under this Section 25.2 applies. However, the NDP Customer may be subject to (i) termination liability under its applicable term plan for IEF Service; or (ii) termination liability under its FMS Service term plan in accordance with Section 7.2.16 preceding.

(c) When the NDP Customer removes all Special Access DS3 Services and all Special Access DS1 Services from the NDP (i.e., the NDP Customer cancels its NDP in its entirety), termination liability applies in accordance with Section 25.2.13 following.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.4 Commitment Levels and Discount Tiers

(A) Calculation of Equivalent DS1 CTs and Equivalent DS1 CMs

In order to establish Commitment Levels and Discount Tiers, Equivalent DS1 CTs and Equivalent DS1 CMs must be determined. Based on the actual quantities of Channel Terminations and Channel Mileage, and the percentage of each Qualifying Service that must be included in the NDP (i.e., 100% or 75%, as applicable), as set forth in Section 25.2.3(B) preceding, the Telephone Company will calculate the Equivalent DS1 CTs and Equivalent DS1 CMs.

(1) The Equivalent DS1 CTs shall be calculated as follows:

(Step 1) Determine the actual quantity of Channel Terminations for each Qualifying Service across this tariff.

(Step 2) Multiply the actual quantity of Channel Terminations for such Qualifying Service by either (a) 100% if the Qualifying Service is Special Access DS1 Service, Special Access DS3 Services, or an IEF Service; or (b) 75% if the Qualifying Service is an FMS Service.

(Step 3) Using Table 1, below, multiply (a) the applicable number in the column entitled "DS1 CT Multiplier" below; by (b) the number derived in Step 2 above.

(Step 4) Repeat the process in Steps (1) through (3) for each Qualifying Service.

(Step 5) Add the product of all of the equivalent Channel Terminations for all of the Qualifying Services derived in Steps (1) through (4) above.

Table 1: Calculation of Equivalent DSI CTs.

Qualifying Service	DS1 CT Multiplier
STS1 level	28
DS3 level	28
DS1 level	1
FMS level	1/24th

(TR 1)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.4 Commitment Levels and Discount Tiers (Cont'd)

(A) Calculation of Equivalent DS1 CTs and Equivalent DS1 CMs (Cont'd)

(2) The Equivalent DS1 CMs shall be calculated as follows:

(Step 1) Determine the actual quantity of Channel Mileage for each Qualifying Service across this tariff.

(Step 2) Multiply the actual quantity of Channel Mileage for such Qualifying Service by either (a) 100% if the Qualifying Service is a Special Access DS1 Service or a Special Access DS3 Services; or (b) 75% if the Qualifying Service is an FMS Service.

(Step 3) Using Table 2, below, multiply (a) the applicable number in the column entitled "DS1 CM Multiplier" below; by (b) the number derived in Step 2 above.

(Step 4) Repeat the process in Steps (1) through (3) for each Qualifying Service.

(Step 5) Add the product of all of the equivalent Channel Mileage for all of the Qualifying Services derived in Steps (1) through (4) above.

Table 2: Equivalent DSI CMs.

Qualifying Service	DS1 CM Multiplier
STS1 level	N/A
DS3 level	28
DS1 level	1
FMS level	1/24th

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.4 Commitment Levels and Discount Tiers (Cont'd)

(A) Calculation of Equivalent DS1 CTs and Equivalent DS1 CMs (Cont'd)

(2) (Cont'd)

As an example of the above, assume that NDP Customer has Channel Terminations in the following quantities:

- 200 IEF STS1 Channel Terminations
- 800 DS3 Channel Terminations
- 3,000 DS1 Channel Terminations
- 481 FMS Channel Terminations (this number represents 75% of the total quantity of FMS Channel Terminations in accordance with Section 25.2.3(A) preceding)

The Equivalent DS1 CTs would be determined as follows:

Channel Termination		DS1 CT Multiplier		Equivalent DS1 CTs
200 IEF STS1s	X	28	=	5,600
800 DS3 CTs	X	28	=	22,400
3000 DS1 CTs	X	1	=	3,000
481 FMS CTs	X	1/24	=	20.04
Total Equivalent DS1 CTs			=	31,020.04

Further assume that NDP Customer has Channel Mileage in the following quantities:

- 5,000 DS3 Channel Miles
- 75,000 DS1 Channel Miles
- 3,004 FMS Channel Miles (this number represents 75% of the total quantity of FMS Channel Mileage in accordance with Section 25.2.3(A) preceding)

The Equivalent DS1 CMs would be determined as follows:

Channel Mileage		DS1 CM Multiplier		Equivalent DS1 CMs
5,000 DS3 CMs	X	28	=	140,000
75,000 DS1 CMs	X	1	=	75,000
3,004 FMS CMs	X	1/24	=	125.17
Total Equivalent DS1 CMs			=	215,125.17

(TR 1)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.4 Commitment Levels and Discount Tiers (Cont'd)

(B) Discount Tier Tables

(1) The Equivalent DS1 CTs calculated in (A) preceding determine the Discount Tier into which the NDP Customer falls pursuant to the table below:

Equivalent DS1 CTs	Discount Tier
0 - 30,000	A
30,001 - 60,000	B
60,001 - 120,000	C
120,001 - 195,000	D
195,001 - 275,000	E
275,001 - 350,000	F
350,001 - 420,000	G
420,001 - 485,000	H
485,001 - 550,000	I
550,001 -	J

The Discount Tier determines the discount percentage (as set forth in Section 25.2.5(B) following) to be applied to the Channel Termination and multiplexer Discounted Rate Elements. The Discount Tier determined at the NDP Start Date will remain in effect for each Plan Year of the NDP, unless otherwise adjusted at the Annual True-Up in accordance with Section 25.2.7 following.

(2) The Equivalent DS1 CMs calculated in (A) preceding determine the Discount Tier into which the NDP Customer falls pursuant to the table below:

Equivalent DS1 CMs	Discount Tier
0 – 125,000	A
125,001 - 250,000	B
250,001 - 500,000	C
500,001 - 950,000	D
950,001 - 1,550,000	E
1,550,001 - 2,150,000	F
2,150,001 - 2,850,000	G
2,850,001 - 3,450,000	H
3,450,001 - 3,850,000	I
3,850,001 or more	J

The Discount Tier determines the discount percentage (as set forth in Section 25.2.5(B) following) to be applied to the Channel Mileage Discounted Rate Elements. The Discount Tier determined at the NDP Start Date will remain in effect for each Plan Year of the NDP, unless otherwise adjusted at the Annual True-Up in accordance with Section 25.2.7 following.

(TR 1)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.4 Commitment Levels and Discount Tiers (Cont'd)

(C) As of the Subscription Date, and at the beginning of any Renewal Term (unless the NDP Customer chooses the Renewal Benefit Option as described in Section 25.2.14(C) following), the NDP Customer must specify a Commitment Matrix by selecting from one of the following two (2) Commitment Matrix options. The NDP Customer's selection of the Commitment Matrix option shall apply to both the CT Commitment Level and to the CM Commitment Level. The NDP Customer may not select a different Commitment Matrix for the CT Commitment Level and a different Commitment Matrix for the CM Commitment Level.

(i) Premier Commitment Matrix, as described in Section (C)(1) following; and

(ii) Standard Commitment Matrix, as described in Section (C)(2) following.

The NDP Customer's choice of the Commitment Matrix determines (a) the number of Equivalent DS1 CMs and/or Equivalent DS1 CTs (as calculated in Section 25.2.4(A) preceding) that the NDP Customer must commit to the NDP; and (b) the discount on Discounted Rate Elements provided under the NDP.

(1) If Premier Commitment Matrix is selected by the NDP Customer, the Telephone Company will establish the CT Commitment Level by multiplying the total number of Equivalent DS1 CTs (as calculated in accordance with Section 25.2.4(A) preceding) by 90%, and the CM Commitment Level by multiplying the total number of Equivalent DS1 CMs (as calculated in accordance with Section 25.2.4(A) preceding) by 90%. If the NDP Customer chooses the Premier Commitment Matrix, the NDP Customer shall receive the applicable discounts set forth in the table in Section 25.2.5(B)(2) following.

(2) If Standard Commitment Matrix is selected by the NDP Customer, the Telephone Company will establish the CT Commitment Level by multiplying the total number of Equivalent DS1 CTs (as calculated in accordance with Section 25.2.4(A) preceding) by 85%, and the CM Commitment Level by multiplying the total number of Equivalent DS1 CMs (as calculated in accordance with Section 25.2.4(A) preceding) by 85%. If the NDP Customer chooses the Standard Commitment Matrix, the NDP Customer shall receive the applicable discounts set forth in the table in Section 25.2.5(B)(1) following.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.4 Commitment Levels and Discount Tiers (Cont'd)

(C) (Cont'd)

(3) Where the calculation in (1) or (2) preceding results in a fraction of an Equivalent DS1 CT or a fraction of an Equivalent DS1 CM, standard rounding practices shall apply. For example, if there are 9,999.4 Equivalent DS1 CTs, the Telephone Company will round down to 9,999 whole Equivalent DS1 CTs. Similarly, if there are 9,999.5 Equivalent DS1 CTs, the Telephone Company will round up to 10,000 whole Channel Terminations.

(4) As an example, assume that at the time of subscription to the NDP, the NDP Customer had 31,020.04 Equivalent DS1 CTs, and 215,125.17 Equivalent DS1 CMs. In this case, the NDP Customer would fall into Discount Tier B for Channel Terminations and Discount Tier B for Channel Mileage. Assume further that the NDP Customer chose the Standard Commitment Matrix. Using the table in Section 25.2.5(B)(1) following, in Plan Year 1, the NDP Customer would receive a discount of 33% (i.e., Discount Tier B) on its Special Access DS1 Channel Terminations, and 31% (i.e., Discount Tier B) on its Special Access DS3 Channel Mileage. The Telephone Company would also establish a Commitment Level for Channel Terminations at 26,367 (i.e., 85% multiplied by 31,020.04, with the result rounded down), and a Commitment Level for Channel Mileage at 182,856 (i.e., 85% multiplied by 215,125.17, with the result rounded down).

(5) Changes to the Commitment Matrix

(a) Changes during an Initial Term or a Renewal Term, as applicable.

If the NDP Customer has selected the Premier Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may not change such Commitment Matrix during the Initial Term, or during a Renewal Term, as applicable. If the NDP Customer has selected the Standard Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable,, the NDP Customer may, at its option, change its Commitment Matrix selection to Premier Commitment Matrix at an Annual True-Up as set forth in Section 25.2.7(G) following.

(b) Changes at the end of an Initial Term or a Renewal Term, as applicable.

At the end of the Initial Term or any Renewal Term, as applicable, an NDP Customer that renews its NDP is permitted to pick a different Commitment Matrix for the Renewal Term, so long as such NDP Customer does not also concurrently select the Renewal Benefit Option as set forth in Section 25.2.14(C) following.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.4 Commitment Levels and Discount Tiers (Cont'd)

(D) Although FMS Services and IEF Services are used in determining the DS1 Equivalent CTs, and FMS Services are used in determining the DS1 Equivalent CMs, rate elements for FMS Services and IEF Services are not Discounted Rate Elements (i.e., rate elements for such services are not discounted under NDP).

(E) The initial Commitment Level(s) established as of the NDP Start Date, or upon renewal of the NDP, as applicable, will not change during the Term of the NDP, unless one of the following is in effect:

(1) If the NDP Customer's count of Equivalent DS1 CTs and/or count of Equivalent DS1 CMs exceeds one hundred sixty percent (160%) of the applicable Commitment Level in effect for the then applicable Annual True-Up Period, as described in Section 25.2.7 following, in which case, the Commitment Level(s) will be adjusted in accordance with Section 25.2.7(B)(2)(b) following; or

(2) The NDP Customer is permitted to change its Commitment Matrix as set forth in Section 25.2.4(C)(5) preceding; or

(3) The NDP Customer elects to exercise the Commitment Buy-Up Bonus Option as described in Section 25.2.7(E) following; or

(4) If the NDP Customer adds or removes an ACNA, then Commitment Levels will be adjusted in accordance with Section 25.2.11 following or Section 25.2.12 following, respectively.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 Application of Discount

(A) Discounted Rate Elements

The discounts provided under the NDP shall only be provided on the following Discounted Rate Elements:

(1) The following Discounted Rate Elements from FCC1 are included in NDP.

(a) Special Access DS1 Service Channel Terminations.

(b) Special Access DS1 Service Channel Mileage.

(c) Special Access DS1 Service DS1 to Voice Multiplexing, Basic Service.

(d) Special Access DS1 Service DS1 to Digital Multiplexing, Basic Service.

(e) Special Access DS1 Service DS1 to DS0 Multiplexing, Basic Service.

(f) Special Access DS3 Service primary and secondary Channel Terminations with optical and electrical interfaces.

(g) Special Access DS3 Service Channel Mileage, Banded Base Rates, as applicable.

(h) Special Access DS3 Service Channel Mileage, Base Rates, as applicable.

(i) Special Access DS3 Service DS3 to DS1 Multiplexing.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 Application of Discount (Cont'd)

(A) Discounted Rate Elements (Cont'd)

(2) The following Discounted Rate Elements from this tariff are included in NDP.

(a) Special Access DS1 Service Channel Terminations, Section 30.7.9(A)(1)(a) following and Section 31.7.9(A)(1)(a) following, as determined in accordance with Section 15.3 preceding.

(b) Special Access DS1 Service Channel Mileage, Section 30.7.9(B)(2) following and Section 31.7.9(B)(2) following, as determined in accordance with Section 15.3 preceding.

(c) Special Access DS3 Service primary and secondary Channel Terminations with optical and electrical interfaces, Base Rates, Section 30.7.9 (A) (1) (c) following and Section 31.7.9 (A) (1) (c) following, as determined in accordance with Section 15.3 preceding.

(d) Special Access DS3 Service optical and electrical Channel Mileage, Banded Base Rates, as applicable, Section 31.7.9(B)(4) following.

(e) Special Access DS3 Service optical and electrical Channel Mileage, Base Rates, as applicable, Section 30.7.9(B)(4) following and Section 31.7.9(B)(4) following, as determined in accordance with Section 15.3 preceding.

(f) Special Access DS3 Service DS3 to DS1 Multiplexing, Base Rates, Section 30.7.9(C)(1) following and Section 31.7.9(C)(1) following, as determined in accordance with Section 15.3 preceding.

(3) Reserved for future use.

(4) Reserved for future use.

(TR 1)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 Application of Discount (Cont'd)

(B) The percentage of the discount applied to the Discounted Rate Elements set forth below during the Term is determined by the Discount Tier, NDP Customer's selection of the Standard Commitment Matrix or the Premier Commitment Matrix, and the Plan Year. Discount Tiers may change at an Annual True-Up as set forth in Section 25.2.7 following (e.g., Discount Tier may change at an Annual True-Up).

(1) Standard Commitment Level Discount Percentages & Plan Year

Tier	Year 1	Year 2	Year 3	Year 4	Year 5
Discount Tier A					
DS1 CT	32.00%	32.25%	32.35%	32.45%	32.55%
DS3 CT	29.00%	29.25%	29.35%	29.45%	29.55%
DS1 Mux	27.00%	27.25%	27.35%	27.45%	27.55%
DS3 Mux	25.00%	25.25%	25.35%	25.45%	25.55%
DS1 CM	29.00%	29.25%	29.35%	29.45%	29.55%
DS3 CM	29.00%	29.25%	29.35%	29.45%	29.55%
Discount Tier B					
DS1 CT	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 CT	31.50%	31.75%	31.85%	31.95%	32.05%
DS1 Mux	29.00%	29.25%	29.35%	29.45%	29.55%
DS3 Mux	27.00%	27.25%	27.35%	27.45%	27.55%
DS1 CM	32.00%	32.25%	32.35%	32.45%	32.55%
DS3 CM	31.00%	31.25%	31.35%	31.45%	31.55%
Discount Tier C					
DS1 CT	34.00%	34.25%	34.35%	34.45%	34.55%
DS3 CT	33.50%	33.75%	33.85%	33.95%	34.05%
DS1 Mux	31.00%	31.25%	31.35%	31.45%	31.55%
DS3 Mux	29.00%	29.25%	29.35%	29.45%	29.55%
DS1 CM	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 CM	33.00%	33.25%	33.35%	33.45%	33.55%

(TR 1)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 Application of Discount (Cont'd)

(B) (Cont'd)

(1) Standard Commitment Level Discount Percentages & Plan Year (Cont'd)

Tier	Year 1	Year 2	Year 3	Year 4	Year 5
Discount Tier D					
DS1 CT	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 CT	35.50%	35.75%	35.85%	35.95%	36.05%
DS1 Mux	32.00%	32.25%	32.35%	32.45%	32.55%
DS3 Mux	30.00%	30.25%	30.35%	30.45%	30.55%
DS1 CM	38.00%	38.25%	38.35%	38.45%	38.55%
DS3 CM	35.00%	35.25%	35.35%	35.45%	35.55%
Discount Tier E					
DS1 CT	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 CT	36.50%	36.75%	36.85%	36.95%	37.05%
DS1 Mux	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 Mux	31.00%	31.25%	31.35%	31.45%	31.55%
DS1 CM	41.00%	41.25%	41.35%	41.45%	41.55%
DS3 CM	36.50%	36.75%	36.85%	36.95%	37.05%
Discount Tier F					
DS1 CT	37.00%	37.25%	37.35%	37.45%	37.55%
DS3 CT	37.50%	37.75%	37.85%	37.95%	38.05%
DS1 Mux	34.00%	34.25%	34.35%	34.45%	34.55%
DS3 Mux	32.00%	32.25%	32.35%	32.45%	32.55%
DS1 CM	42.00%	42.25%	42.35%	42.45%	42.55%
DS3 CM	37.50%	37.75%	37.85%	37.95%	38.05%
Discount Tier G					
DS1 CT	38.00%	38.25%	38.35%	38.45%	38.55%
DS3 CT	38.50%	38.75%	38.85%	38.95%	39.05%
DS1 Mux	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 Mux	33.00%	33.25%	33.35%	33.45%	33.55%
DS1 CM	43.00%	43.25%	43.35%	43.45%	43.55%
DS3 CM	38.50%	38.75%	38.85%	38.95%	39.05%

(TR 1)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 Application of Discount (Cont'd)

(B) (Cont'd)

(1) Standard Commitment Level Discount Percentages & Plan Year (Cont'd)

Tier	Year 1	Year 2	Year 3	Year 4	Year 5
Discount Tier H					
DS1 CT	39.00%	39.25%	39.35%	39.45%	39.55%
DS3 CT	39.00%	39.25%	39.35%	39.45%	39.55%
DS1 Mux	35.50%	35.75%	35.85%	35.95%	36.05%
DS3 Mux	33.50%	33.75%	33.85%	33.95%	34.05%
DS1 CM	44.00%	44.25%	44.35%	44.45%	44.55%
DS3 CM	39.00%	39.25%	39.35%	39.45%	39.55%
Discount Tier I					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	39.50%	39.75%	39.85%	39.95%	40.05%
DS1 Mux	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 Mux	34.00%	34.25%	34.35%	34.45%	34.55%
DS1 CM	44.50%	44.75%	44.85%	44.95%	45.05%
DS3 CM	39.50%	39.75%	39.85%	39.95%	40.05%
Discount Tier J					
DS1 CT	41.00%	41.25%	41.35%	41.45%	41.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	36.50%	36.75%	36.85%	36.95%	37.05%
DS3 Mux	34.50%	34.75%	34.85%	34.95%	35.05%
DS1 CM	45.00%	45.25%	45.35%	45.45%	45.55%
DS3 CM	40.00%	40.25%	40.35%	40.45%	40.55%

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 Application of Discount (Cont'd)

(B) (Cont'd)

(2) Premier Commitment Level Discount Percentages & Plan Year

Tier	Year 1	Year 2	Year 3	Year 4	Year 5
Discount Tier A					
DS1 CT	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 CT	30.00%	30.25%	30.35%	30.45%	30.55%
DS1 Mux	28.00%	28.25%	28.35%	28.45%	28.55%
DS3 Mux	26.00%	26.25%	26.35%	26.45%	26.55%
DS1 CM	30.00%	30.25%	30.35%	30.45%	30.55%
DS3 CM	30.00%	30.25%	30.35%	30.45%	30.55%
Discount Tier B					
DS1 CT	34.00%	34.25%	34.35%	34.45%	34.55%
DS3 CT	32.50%	32.75%	32.85%	32.95%	33.05%
DS1 Mux	30.00%	30.25%	30.35%	30.45%	30.55%
DS3 Mux	28.00%	28.25%	28.35%	28.45%	28.55%
DS1 CM	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 CM	32.00%	32.25%	32.35%	32.45%	32.55%
Discount Tier C					
DS1 CT	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 CT	34.50%	34.75%	34.85%	34.95%	35.05%
DS1 Mux	32.00%	32.25%	32.35%	32.45%	32.55%
DS3 Mux	30.00%	30.25%	30.35%	30.45%	30.55%
DS1 CM	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 CM	34.00%	34.25%	34.35%	34.45%	34.55%

(TR 1)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 Application of Discount (Cont'd)

(B) (Cont'd)

(2) Premier Commitment Level Discount Percentages & Plan Year (Cont'd)

Tier	Year 1	Year 2	Year 3	Year 4	Year 5
Discount Tier D					
DS1 CT	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 CT	36.50%	36.75%	36.85%	36.95%	37.05%
DS1 Mux	33.00%	33.25%	33.35%	33.45%	33.55%
DS3 Mux	31.00%	31.25%	31.35%	31.45%	31.55%
DS1 CM	39.00%	39.25%	39.35%	39.45%	39.55%
DS3 CM	36.00%	36.25%	36.35%	36.45%	36.55%
Discount Tier E					
DS1 CT	37.00%	37.25%	37.35%	37.45%	37.55%
DS3 CT	37.50%	37.75%	37.85%	37.95%	38.05%
DS1 Mux	34.00%	34.25%	34.35%	34.45%	34.55%
DS3 Mux	32.00%	32.25%	32.35%	32.45%	32.55%
DS1 CM	42.00%	42.25%	42.35%	42.45%	42.55%
DS3 CM	37.50%	37.75%	37.85%	37.95%	38.05%
Discount Tier F					
DS1 CT	38.00%	38.25%	38.35%	38.45%	38.55%
DS3 CT	38.50%	38.75%	38.85%	38.95%	39.05%
DS1 Mux	35.00%	35.25%	35.35%	35.45%	35.55%
DS3 Mux	33.00%	33.25%	33.35%	33.45%	33.55%
DS1 CM	43.00%	43.25%	43.35%	43.45%	43.55%
DS3 CM	38.50%	38.75%	38.85%	38.95%	39.05%
Discount Tier G					
DS1 CT	39.00%	39.25%	39.35%	39.45%	39.55%
DS3 CT	39.50%	39.75%	39.85%	39.95%	40.05%
DS1 Mux	36.00%	36.25%	36.35%	36.45%	36.55%
DS3 Mux	34.00%	34.25%	34.35%	34.45%	34.55%
DS1 CM	44.00%	44.25%	44.35%	44.45%	44.55%
DS3 CM	39.50%	39.75%	39.85%	39.95%	40.05%

(TR 1)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.5 Application of Discount (Cont'd)

(B) (Cont'd)

(2) Premier Commitment Level Discount Percentages & Plan Year (Cont'd)

Tier	Year 1	Year 2	Year 3	Year 4	Year 5
Discount Tier H					
DS1 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS3 CT	40.00%	40.25%	40.35%	40.45%	40.55%
DS1 Mux	36.50%	36.75%	36.85%	36.95%	37.05%
DS3 Mux	34.50%	34.75%	34.85%	34.95%	35.05%
DS1 CM	45.00%	45.25%	45.35%	45.45%	45.55%
DS3 CM	40.00%	40.25%	40.35%	40.45%	40.55%
Discount Tier I					
DS1 CT	41.00%	41.25%	41.35%	41.45%	41.55%
DS3 CT	40.50%	40.75%	40.85%	40.95%	41.05%
DS1 Mux	37.00%	37.25%	37.35%	37.45%	37.55%
DS3 Mux	35.00%	35.25%	35.35%	35.45%	35.55%
DS1 CM	45.50%	45.75%	45.85%	45.95%	46.05%
DS3 CM	40.50%	40.75%	40.85%	40.95%	41.05%
Discount Tier J					
DS1 CT	42.00%	42.25%	42.35%	42.45%	42.55%
DS3 CT	41.00%	41.25%	41.35%	41.45%	41.55%
DS1 Mux	37.50%	37.75%	37.85%	37.95%	38.05%
DS3 Mux	35.50%	35.75%	35.85%	35.95%	36.05%
DS1 CM	46.00%	46.25%	46.35%	46.45%	46.55%
DS3 CM	41.00%	41.25%	41.35%	41.45%	41.55%

(TR 1)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.6 Special Access DS3 Service Channel Mileage Rates

(A) Special Access DS3 Service Channel Mileage Banded Base Rates set forth in Section 31.7.9(B)(5) following will apply to Special Access DS3 Services that are provided between two serving wire centers of the Telephone Company.

(B) Except as set forth in (A) preceding, the Channel Mileage Base Rates set forth in Section 31.7.9(B)(4) following apply to all other Special Access DS3 Services that are included in the NDP and provided between (i) two exchanges in the Telephone Company's territory or (ii) between the FairPoint Telephone Companies and another exchange telephone company in accordance with Section 2.4.7 preceding.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up

After each Anniversary Date during the Term, the Telephone Company will conduct an Annual True-Up which shall be used to determine the NDP Customer's compliance with its established Commitment Levels and Discount Tiers for the Annual True-Up Period.

(A) The Annual True-Up shall consist of the following steps which shall be conducted by the Telephone Company in the following order:

(1) Calculate the Monthly Average Count of Equivalent DS1 CTs and Monthly Average Count of Equivalent DS1 CMs, each as described in Section 25.2.7(B) following; and

(2) Compare the Monthly Average Count of Equivalent DS1 CMs against the CM Commitment Level, and the Monthly Average Count of Equivalent DS1 CTs against the CT Commitment Level to determine if the NDP Customer (a) has met its applicable Commitment Level(s); or (b) has exceeded its applicable Commitment Level(s), as each is described in (B) following; and

(3) If the NDP Customer has not met its CT Commitment Level and/or CM Commitment Level, as applicable, then calculate the Shortfall Penalty that is due in accordance with Section 25.2.7(C) following. If the NDP Customer has exceeded its CT Commitment Level or CM Commitment Level, as applicable, then calculate any adjustment to one or both Commitment Level(s) in accordance with Section 25.2.7(B) following; and

(4) Determine if the Achieved Discount Tier is the same as the Assigned Discount Tier. If the Assigned Discount Tier is different than the Achieved Discount Tier, then the Telephone Company shall calculate the applicable Discount Tier Adjustment in accordance with Section 25.2.7(D) following; and

(5) Assuming the NDP Customer is eligible for the Commitment Buy-Up Bonus for either its CT Commitment Level or CM Commitment Level, or both, and the NDP Customer elects to exercise such Commitment Buy-Up Bonus Option, the Telephone Company will calculate the applicable CBB Discount in accordance with Section 25.2.7(E) following. No later than thirty (30) calendar days prior to the Anniversary Date of its NDP, the NDP Customer must notify the Telephone Company in writing of its intent to exercise the Commitment Buy-Up Bonus Option.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(A) (Cont'd)

(6) If the NDP Customer added or removed one or more ACNA(s) under Section 25.2.11 or Section 25.2.12 following, respectively, during the Annual True-Up Period, the Telephone Company will adjust the CT Commitment Level and/or CM Commitment Level, as applicable, to reflect such added or removed ACNA(s). No later than thirty (30) calendar days prior to the Anniversary Date of the NDP Customer's NDP, the NDP Customer must notify the Telephone Company in writing of any such changes to its ACNAs.

(7) Subject to the requirements set forth in Section 25.2.7(F) following, assign the Discount Tiers applicable to the next Plan Year; and

(8) Assuming the NDP Customer qualifies for a change from the Standard Commitment Matrix to the Premier Commitment Matrix, and the NDP Customer elects to make such change, the Telephone Company will calculate and set the new Commitment Levels associated with the choice of a Premier Commitment Matrix and Discount Tiers in accordance with Section 25.2.7(G) following.

(B) Calculation of Monthly Counts and Measuring Monthly Counts Against Commitment Levels

(1) The Telephone Company will calculate the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs for the Qualifying Services purchased under the NDP that were in service for each month of the Annual True-Up Period. The Monthly Average Count of Equivalent DS1 CTs is calculated as follows:

(Step 1) add the actual number of Equivalent DS1 CTs for Qualifying Services purchased under the NDP for each month of the Annual True-Up Period;

(Step 2) add the result from Step 1 preceding to the quantities of Equivalent DS1 CTs determined in (i) and (ii) following:

(i) the Upgrade Adjustment, as calculated in accordance with Section 25.2.7(H) following, for any Qualifying Service(s) that has been Upgraded ; and/or

(ii) the Sale Adjustment, as calculated in accordance with Section 25.2.10 following, for any Qualifying Service(s) which are affected by a Telephone Company Sale;

(Step 3) divide the number derived in Step 2 preceding by 12 months.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(B) Calculation of Monthly Counts and Measuring Monthly Counts Against Commitment Levels (Cont'd)

(1) (Cont'd)

A similar calculation is performed by the Telephone Company for calculating the Monthly Average Count of Equivalent DS1 CMs for the Qualifying Services purchased under the NDP by using Equivalent DS1 CMs instead of using Equivalent DS1 CTs.

(2) The Telephone Company will compare the Monthly Average Count of Equivalent DS1 CTs against the CT Commitment Level, and the Monthly Average Count of Equivalent DS1 CMs against the CM Commitment Level. If the NDP Customer's Monthly Average Count of Equivalent DS1 CTs is equal to or greater than (subject to certain restrictions as set forth in (a) following) the CT Commitment Level, then the NDP Customer shall be deemed to have met its CT Commitment Level. If the NDP Customer's Monthly Average Count of Equivalent DS1 CMs is equal to or greater than (subject to certain restrictions as set forth in (a) following) the CM Commitment Level, then the NDP Customer shall be deemed to have met its CM Commitment Level.

(a) Where the NDP Customer has met its CT Commitment Level and/or CM Commitment Level, as applicable, but has not exceeded such Commitment Level by more than sixty percent (i.e., the NDP Customer's Monthly Average Count of Equivalent DS1 CTs and/or Monthly Average Count of Equivalent DS1 CMs, as applicable, is less than 160% of the applicable Commitment Level), no action is required. An NDP Customer who elected the Premier Commitment Matrix may be eligible to voluntarily increase (buy up) its CT Commitment Level and/or its CM Commitment Level as specified in Section 25.2.7(E) following.

(b) Where the NDP Customer has exceeded its CT Commitment Level and/or its CM Commitment Level, as applicable, by more than sixty percent (i.e., the NDP Customer's Monthly Average Count of Equivalent DS1 CTs and/or Monthly Average Count of Equivalent DS1 CMs, as applicable, is more than 160% of its applicable Commitment Level), the exceeded Commitment Level(s) will be adjusted as follows:

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(1) Where the NDP Customer elected the Standard Commitment Matrix, and exceeded its CT Commitment Level and/or exceeded its CM Commitment Level by more than 60%, the exceeded Commitment Level(s) will be adjusted to eighty-five percent (85%) of the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs, as applicable, for the Annual True-Up Period. Any adjustments to the CT Commitment Level, as described in this Section (B)(2)(b)(1), is made independent of any adjustment to the CM Commitment Level.

(2) Where the NDP Customer elected the Premier Commitment Matrix and exceeded its CT Commitment Level and/or exceeded its CM Commitment Level by more than 60%, the exceeded Commitment Level(s) will be adjusted to ninety percent (90%) of the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs, as applicable, for the Annual True-Up Period. An adjustment to the CT Commitment Level, as described in this Section (B)(2)(b)(2), is made independent of an adjustment to the CM Commitment Level.

(3) Where the NDP Customer has not met its CT Commitment Level and/or has not met its CM Commitment Level, as applicable, a Shortfall Penalty as set forth in Section 25.2.7(C) following applies to each missed Commitment Level.

(C) Shortfall Penalty

A Shortfall Penalty is assessed against (i) the CT Commitment Level when the NDP Customer's Monthly Average Count of Equivalent DS1 CTs is less than the CT Commitment Level; or (ii) the CM Commitment Level is less than the NDP Customer's Monthly Average Count of Equivalent DS1 CMs.

(1) A Shortfall Penalty is calculated as follows:

(Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs during the Annual True-Up Period as set forth in Section 25.2.7(B)(1) preceding.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(1) (Cont'd)

(Step 2) Determine the Monthly Shortage of Equivalent DS1 CTs and/or the Monthly Shortage of Equivalent DS1 CMs, as applicable.

(a) The NDP Customer's Monthly Shortage of Equivalent DS1 CTs will be determined by subtracting (i) the Monthly Average Count of Equivalent DS1 CTs determined in Step 1; from (ii) the CT Commitment Level.

(b) The NDP Customer's Monthly Shortage of Equivalent DS1 CMs will be determined by subtracting (i) the Monthly Average Count of Equivalent DSM CTs determined in Step 1; from (ii) the CM Commitment Level.

(Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CT and/or the Average Monthly Rate per Equivalent DS1 CM, as applicable.

(a) The Average Monthly Rate per Equivalent DS1 CT is calculated by (i) adding the total Monthly Charges billed for all Channel Termination and multiplexing (this tariff only) Discounted Rate Elements, during each month of the Annual True-Up Period; and (ii) dividing the result in (i) preceding by twelve months; and (iii) dividing the result in (ii) preceding by the Average Monthly Count of Equivalent DS1 CTs calculated in Step 1.

(b) The Average Monthly Rate per Equivalent DS1 CM is calculated by (i) adding the total Monthly Charges billed for all Channel Mileage Discounted Rate Elements, during each month of the Annual True-Up Period; and (ii) dividing the result in (i) preceding by twelve months; and (iii) dividing the result in (ii) preceding by the Average Monthly Count of Equivalent DS1 CMs calculated in Step 1.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(1) (Cont'd)

(Step 4) Calculate the Shortfall Penalty for the CT Commitment Level and/or the CM Commitment Level, as applicable.

(a) The Telephone Company will calculate the Shortfall Penalty for the CT Commitment Level by multiplying (i) the Monthly Shortage determined in Step 2; by (ii) the Average Monthly Rate per Equivalent DS1 CT calculated in Step 3; and by (iii) twelve (12) months.

(b) The Telephone Company will calculate the Shortfall Penalty for the CM Commitment Level by multiplying (i) the Monthly Shortage determined in Step 2; by (ii) the Average Monthly Rate per Equivalent DS1 CM calculated in Step 3; and by (iii) twelve (12) months.

(TR 1)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(2) As an illustrative example of the Shortfall Penalty calculation for the CT Commitment Level, assume that at an Annual True-Up, an NDP Customer who selected the Premier Commitment Matrix had the following results: (i) the NDP Customer has met but has not exceeded by more than 60% its CM Commitment Level of 75,000 Equivalent DS1 CMs; (ii) the NDP Customer has not met its CT Commitment Level of 120,000 Equivalent DS1 CTs; and (iii) the Monthly Average Count of Equivalent DS1 CTs is 118,000. No Shortfall Penalty is applicable to the NDP Customer's CM Commitment Level since the NDP Customer has met its CM Commitment Level. Shortfall Penalty is due on the CT Commitment Level and is calculated as follows (using Steps 1-4 above):

(Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs. In this example, this number is 118,000 Equivalent DS1 CTs.

(Step 2) Calculate the Monthly Shortage of Equivalent DS1 CTs. [120,000 Commitment Level – 118,000 Monthly Average Count of Equivalent DS1 CTs = 2,000 Equivalent DS1 CTs]

(Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CT. In this example, assume that the sum of the total Monthly Charges billed for all Channel Termination and multiplexing Discounted Rate Elements during each month of the Annual True-Up Period is $150,000,000. The Average Monthly Rate per Equivalent DS1 CT is $105.93. [$150,000,000/12 months/118,000 Monthly Average Count of Equivalent DS1 CTs]

(Step 4) Calculate the Shortfall Penalty. The Shortfall Penalty is $2,542,320 (the Monthly Shortage of 2,000 Equivalent DS1 CTs x $105.93 Average Monthly Rate per Equivalent DS1 CT x 12 months).

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(3) The Telephone Company will apply the Shortfall Penalty calculated in (C)(1) preceding to the BANs designated by the NDP Customer under Section 25.2.2(C)(5) preceding. The Shortfall Penalty is not subject to late payment penalty under Section 2.4.1 preceding, except when the bill containing such Shortfall Penalty is not paid by the payment date.

(D) Discount Tier Adjustment

(1) At each Annual True-Up, the Telephone Company will automatically adjust the Discount Tier(s) if the Achieved Discount Tier is a higher or a lower Discount Tier than the Assigned Discount Tier that was in effect during the Annual True-Up Period. Such action shall be referred to as the Discount Tier Adjustment. A Discount Tier Adjustment(s) may result in an increase or decrease in the discount percentage that was applied during the Annual True-Up Period, and shall be reflected as a credit or debit on the NDP Customer's bill. The Achieved Discount Tier and the Assigned Discount Tier are independently determined for Channel Terminations and Channel Mileage.

(2) A Discount Tier Adjustment is calculated as follows:

(Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs during the Annual True-Up Period as set forth in Section 25.2.7(B)(1) preceding.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 2) Determine the Achieved Discount Tiers for the Monthly Average Count of Equivalent DS1 CTs and Monthly Average Count of Equivalent DS1 CMs, respectively.

(a) Using the Equivalent DS1 CT table set forth in Section 25.2.4(B)(1) preceding, (a) find the Achieved Discount Tier for the Monthly Average Count of Equivalent DS1 CTs determined in Step 1 above; and

(b) Using the Equivalent DS1 CM table set forth in Section 25.2.4(B)(2)(B) preceding, find the Achieved Discount Tier for the Monthly Average Count of Equivalent DS1 CMs determined in Step 1 above.

If an Achieved Discount Tier for Channel Terminations or Channel Mileage, as applicable, is the same Discount Tier as the Assigned Discount Tier for Channel Terminations or Channel Mileage, as applicable, no Discount Tier Adjustment will be made. In this case, Step 3 through Step 6 following do not apply.

If an Achieved Discount Tier for Channel Terminations or Channel Mileage, as applicable, is a higher or lower Discount Tier than the Assigned Discount Tier for Channel Terminations or Channel Mileage, as applicable, a Discount Tier Adjustment (as calculated in Steps 3 through Step 6) following applies.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) Calculate the Non-Discounted Billed Amounts.

The Non-Discounted Billed Amount(s) are (a) the total Monthly Charges for the Channel Termination and multiplexer Discounted Rate Elements that the NDP Customer would have paid during the Annual True-Up Period if the discount percentages as set forth in Section 25.2.5(B) preceding were not applied; or (b) the total Monthly Charges for the Channel Mileage Discounted Rate Elements that the NDP Customer would have paid during the Annual True-Up Period, if the discount percentages as set forth in Section 25.2.5(B) preceding were not applied. Discounted Rate Elements are specified in Section 25.2.5(A) preceding. The Non-Discounted Billed Amount(s) are calculated as follows.

(1) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service Channel Termination Discounted Rate Elements across this tariff by (i) adding the billed Monthly Charges for all such Channel Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.

As an illustrative example, assume the total Monthly Charges billed for such Channel Terminations was $12,000,000 and, pursuant to the discount tables set forth in Section 25.2.5(B) preceding, the Assigned Discount Tier yielded a discount percentage of 36%. The total Non-Discounted Billed Amount would have been $12,000,000/(1 - 0.36) = $18,750,000.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

(2) Calculate the Non-Discounted Billed Amount for the Special Access DS1 Service multiplexer Discounted Rate Elements of this tariff by (i) adding the billed Monthly Charges for all such multiplexers in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.

(3) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Channel Termination Discounted Rate Elements across this tariff by (i) adding the billed Monthly Charges for all such Channel Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.

(4) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service multiplexer Discounted Rate Elements across this tariff by (i) adding the billed Monthly Charges for all such multiplexers in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

(5) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service Channel Mileage Discounted Rate Elements across this tariff by (i) adding the billed Monthly Charges for all such Channel Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.

(6) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Channel Mileage (including Banded Channel Mileage and Base Rate Channel Mileage) Discounted Rate Elements across this tariff by (i) adding the billed Monthly Charges for all such Channel Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 4) Calculate the difference in the discount percentages.

For each of the Discounted Rate Element categories specified in (1) through (10) of Step 3 above, using the discount percentages set forth in 25.2.5(B) preceding, individually calculate the difference between (i) the discount percentage of the Achieved Discount Tier; and (ii) the discount percentage of the Assigned Discount Tier.

For example, if the Assigned Discount Tier for Channel Terminations in this tariff under category (1) of Step 3 preceding has a discount percentage of 36% and the Achieved Discount Tier for category (1) of Step 3 preceding has a discount percentage of 35%, then the difference in the discount percentages is 1%.

(Step 5) Individually calculate the dollar amount of the Discount Tier Adjustments.

For each Discounted Rate Element category specified in (1) through (10) of Step 3 above, individually calculate the dollar amount of the Discount Tier Adjustment by multiplying (i) the Non-discounted Billed Amount calculated for each Discounted Rate Element category in Step 3 above; by (ii) the difference in the discount percentage determined in Step 4 above for such Discounted Rate Element category.

(TR 1)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 6) Calculate the total Discount Tier Adjustment for the NDP

(1) Add the total of the Discount Tier Adjustments for the Channel Termination and multiplexer rate elements as calculated in Step 5. The resulting total is the Discount Tier Adjustment for Channel Terminations and multiplexers.

(2) Add the total of the Discount Tier Adjustments for the Channel Mileage rate elements as calculated in Step 5. The resulting total is the Discount Tier Adjustment for Channel Mileage.

(3) Discount Tier Adjustments may result in a debit adjustment or credit adjustment to the NDP Customer's bill. The Telephone Company will apply the Discount Tier Adjustment calculated in (D)(2)(a) preceding to the BAN(s) designated by the NDP Customer under Section 25.2.2(C)(5) preceding. The Discount Tier Adjustment is not subject to late payment penalty under Section 2.4.1 preceding, except when the bill containing a debit Discount Tier Adjustment is not paid by the payment date.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) As an illustrative example of an adjustment to a higher Discount Tier for Channel Terminations, assume that (i) the NDP Customer is under the Premier Commitment Matrix; and (ii) the Assigned Discount Tier for Channel Terminations is Discount Tier D (120,001 to 195,000 Equivalent DS1 CTs) which provides a 36% discount for DS1 Channel Terminations; and (iii) no Discount Tier Adjustment is required for Channel Mileage because the NDP Customer's Achieved Discount Tier is the same as the Assigned Discount Tier for the Annual True-Up Period (i.e., the Telephone Company will disregard categories (7) through (10) of Step 3 in Section 25.2.7(D)(3) preceding).

(Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs in accordance with Section 25.2.7(B)(1) preceding. In this example, assume that this number is calculated as 201,000 Equivalent DS1 CTs.

(Step 2) Determine the Achieved Discount Tier in accordance with category (1) of Step 3 in Section 25.2.7(D)(2)(a) preceding. For purposes of this example, assume that Achieved Discount Tier for Channel Terminations under this tariff is Tier E (195,001 to 275,000 which has a 37% discount). Since the Monthly Average Count of Equivalent DS1 CTs is 201,000 Equivalent DSI CTs, the corresponding Achieved Discount Tier for Channel Terminations is Tier E (195,001 to 275,000 which has a corresponding discount percentage of 37% discount).

Since the Achieved Discount Tier (Tier E) is a higher Discount Tier than the Assigned Discount Tier (Tier D), proceed with Steps 3 through 6 of Section 25.2.7(D)(2)(a) preceding.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

(Step 3) Calculate the Non-Discounted Billed Amounts for each Channel Termination and multiplexer Discounted Rate Element category specified in Step 3 of Section 25.2.7(D)(2)(a) preceding.

The Non-Discounted Billed Amount for DS1 Channel Terminations under this tariff (i.e., category (1) of Step 3 in Section 25.2.7(D)(2)(a) preceding), is calculated as follows:

(1) For this example, assume the total billed Monthly Charges for DS1 Channel Terminations under this tariff is $12,000,000.

(ii) Remove the discount associated with the Assigned Discount Tier [$12,000,000 / (1 - 0.36) = $18,750,000].

The monthly Non-Discounted Billed Amount for DS1 Channel Terminations under this tariff (i.e., category (1) of Step 3 in Section 25.2.7(D)(2)(a) preceding) is $18,750,000.

In accordance with Step 3 of Section 25.2.7(D)(2)(a) preceding, calculate the monthly Non-Discounted Billed Amount for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (categories (2) through (6) of Step 3 in Section 25.2.7(D)(2)(a) preceding).

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

(Step 4) Calculate the difference in the discount percentage between the Assigned Discount Tier and the Achieved Discount Tier for the Channel Termination Discounted Rate Elements in this tariff (i.e., category (1) of Step 3 in Section 25.2.7(D)(2)(a) preceding). For this Discounted Rate Element category, the difference is calculated as follows: [37% Achieved Discount Tier - 36% Assigned Discount Tier = 1% difference]

In accordance with Step 4 of Section 25.2.7(D)(2)(a) preceding, calculate the difference in the discount percentage between the Assigned Discount Tier and the Achieved Discount Tier for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (i.e., categories (2) through (6) of Step 3 in Section 25.2.7(D)(2)(a) preceding).

(Step 5) Calculate the dollar amount of the Discount Tier Adjustments for the Channel Termination Discounted Rate Elements in this tariff (i.e., category (1) of Step 3 in Section 25.2.7(D)(2)(a) preceding). For this Discounted Rate Element category, the dollar amount is calculated as follows [18,750,000 Non-Discounted Billed Amount from Step 3 x 1% difference in discount percentage from Step 4 = $187,500].

In accordance with Step 5 of Section 25.2.7(D)(2)(a) preceding, calculate the dollar amount for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (i.e., categories (2) through (6) of Step 3 in Section 25.2.7(D)(2)(a) preceding).

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

(Step 5) (Cont'd)

Assume the calculations in Steps 3 through 5 preceding are done for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (i.e., categories (2) through (6) of Step 3 in Section 25.2.7(D)(2)(a) preceding). Further assume the calculations yield the following Discount Tier Adjustments:

DS1 Multiplexer this tariff	$100,000
DS3 CT this tariff	$200,000
DS3 Multiplexer this tariff	$150,000

(Step 6) Calculate the Total Discount Tier Adjustment in accordance with Step 6 of Section 25.2.7(D)(2)(a) preceding. The total Discount Tier Adjustment for Channel Termination and multiplexer Discounted Rate Elements is equal to $937,500 [$187,500 + $100,000 + $200,000 + $150,000 + $100,000 + $200,000]. The NDP Customer would receive a credit of $937,500 on its BANs for this Discount Tier Adjustment.

(5) No change will be made to the NDP Customer's Commitment Levels, regardless of whether or not the Discount Tier was adjusted upward or downward. An NDP Customer subscribed to the Premier Commitment Matrix may qualify for the Commitment Buy-Up Bonus Option and receive a CBB Discount under Section 25.2.7(E) following.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(E) Commitment Buy-Up Bonus

During an Annual True-Up, an NDP Customer that meets the following criteria may choose to exercise the Commitment Buy-Up Bonus option. The CBB Discount is provided in connection with the Annual True-Up Period, and is in addition to any other discounts provided under NDP.

(1) If the NDP Customer meets all of the requirements of (a) through (c) following, the NDP Customer is eligible to exercise the Commitment Buy-Up Bonus Option with respect to either or both Commitment Levels:

(a) the NDP Customer subscribes to the Premier Commitment Matrix during the Annual True-Up Period; and

(b) the NDP Customer has met both its CT Commitment Level and its CM Commitment Level (assuming it established both such Commitment Levels) under Section 25.2.7(B) preceding; and

(c) the actual quantity of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up Period is five percent (5%) or more greater than the actual quantity of Equivalent DS1 CTs or CMs, as applicable, in month one (1) of the Annual True-Up Period.

(2) If the NDP Customer elects to increase its CT Commitment Level and/or CM Commitment Level, the new Commitment Level(s) for the NDP will be set at ninety (90%) of the month 12 count of Equivalent DS1 CTs; or at ninety (90%) of the month 12 count of Equivalent DS1 CMs, as applicable. In determining the month 12 counts, the Telephone Company will include any Upgrade Adjustment or Sale Adjustment as set forth in Sections 25.2.7(H) and 23.2.10 following, respectively.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(E) Commitment Buy-up Option (Cont'd)

(3) Where an increase in (E)(2) above occurs, the CBB Discount shall be calculated in accordance with (E)(4) following, and such calculation shall use the Percent Increase and corresponding CBB Discount Percentage achieved by the NDP Customer in accordance with the table below:

Percent Increase	CBB Discount Percentage
Less than 5%	No Discount
5% - 9.99%	1%
10% – 14.99%	2%
15% - 19.99%	3%
20% - 24.99%	4%
25% or more	5%

(4) The CBB Discount is calculated as follows.

(Step 1) Calculate the Percent Increase and Corresponding CBB Discount Percentage

A Percent Increase will be calculated for the Equivalent DS1 CTs and a separate Percent Increase will be calculated for the Equivalent DS1 CMs.

(a) The Percent Increase for the Equivalent DS1 CTs is calculated as follows:

(1) subtract (i) the actual count of Equivalent DS1 CTs in month one (1) of the Annual True-Up Period; from (ii) the actual count of Equivalent DS1 CTs in month twelve (12) of the Annual True-Up Period; and

(2) divide the result from (a)(1) preceding by the actual count of Equivalent DS1 CTs in month one (1) of the Annual True-Up Period.

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(E) Commitment Buy-up Option (Cont'd)

(4) (Cont'd)

(Step 1) Calculate the Percent Increase and Corresponding CBB Discount Percentage (Cont'd)

(b) The Percent Increase for the Equivalent DS1 CM is calculated as follows:

(1) subtract (i) the actual count of Equivalent DS1 CMs in month one (1) of the Annual True-Up Period; from (ii) the actual count of Equivalent DS1 CMs in month twelve (12) of the Annual True-Up Period; and

(2) divide the result from (b)(1) preceding by the actual count of Equivalent DS1 CMs in month one (1) of the Annual True-Up Period.

The applicable CBB Discount Percentage is derived from the table in Section 25.2.7(E)(3) preceding by using the Percent Increase as calculated in this Step 1. The CBB Discount Percentage is separately derived for Channel Terminations and Channel Mileage from the table in Section 25.2.7(E)(3) preceding.

For example, if the Percent Increase (as calculated in Step 1) for Equivalent DS1 CTs is 11%, and the Percent Increase for Equivalent DS1 CMs is 23%, then the corresponding CBB Discount Percentage from the table in (E)(3) preceding is 2% for Equivalent DS1 CTs and 4% for Equivalent DS1 CMs.

(Step 2) Calculate the Monthly Average Count of Equivalent DS1 CTs or Monthly Average Count of Equivalent DS1 CMs

Calculate the Monthly Average Count of Equivalent DS1 CTs in accordance with Step 1 of Section 25.2.7(B)(1) preceding and/or the Monthly Average Count of Equivalent DS1 CMs in accordance with Step 1 of Section 25.2.7(B)(1) preceding, as applicable.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(E) Commitment Buy-up Option (Cont'd)

(4) (Cont'd)

(Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CTs or Equivalent DS1 CMs

The Average Monthly Rate per Equivalent DS1 CT is calculated in accordance with Step 3 of Section 25.2.7(C)(1) preceding.

The Average Monthly Rate per Equivalent DS1 CM is calculated in accordance with Step 3 of Section 25.2.7(C)(2) preceding.

(Step 4) Calculate the Actual Increase in Equivalent DS1 CTs and Equivalent DS1 CMs

The Actual Increase in the count of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, is calculated by subtracting (i) the number of Equivalent DS1 CTs or Equivalent DS1 CMs (as applicable) in month one (1) of the Annual True-Up Period; from (ii) the number of Equivalent DS1 CTs or Equivalent DS1 CMs (as applicable) in month twelve (12) of the Annual True-Up Period.

(Step 5) Calculate the CBB Discount

The CBB Discount is equal to the product of the following:

(a) the Average Monthly Rate per Equivalent DS1 CT or Equivalent DS1 CM, as applicable, as determined in Step 3 preceding; multiplied by

(b) the Actual Increase determined in Step 4 preceding; multiplied by

(c) the applicable CBB Discount Percentage determined in Step 1; multiplied by

(d) 12 months.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(E) Commitment Buy-up Option (Cont'd)

(5) As an illustrative example of the Commitment Buy-Up Bonus and the calculation of the CBB Discount for the CT Commitment Level, assume that the actual number of Equivalent DS1 CTs in month one (1) of the Annual True-Up Period was 6,046 Equivalent DS1 CTs and the actual number of Equivalent DS1 CTs in month twelve (12) of the Annual True-Up Period was 7,001.

(Step 1) Calculate the Percent Increase and corresponding CBB Discount Percentage in accordance with Step 1 of Section 25.2.7(E)(4) preceding.

In this example, the Percent Increase for Equivalent DS1 CTs is 16% [(7,001 – 6,046)/6,046]. The corresponding CBB Discount Percentage per the table in Section 25.2.7(E)(3) preceding is 3%.

(Step 2) Calculate the Monthly Average Count of Equivalent DS1 CTs in accordance with Step 2 of Section 25.2.7(E)(4) preceding. For this example, assume that the Monthly Average Count of Equivalent DS1 CTs is 6,350 Equivalent DS1 CTs.

(Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CT in accordance with Step 3 of Section 25.2.7(E)(4) preceding. For this example, assume that the total charges over the Annual True-Up Period were $9,475,000 which results in an average of $124.34 per Equivalent DS1 CT. [(9,475,000 divided by 12 months) = $789,583] ($789,583 divided by 6,350 = an Average Monthly Rate of Equivalent DS1 CTs is $124.34 per Equivalent DS1 CT]

(Step 4) Determine the Actual Increase in Equivalent DS1 CTs in accordance with Step 4 of Section 25.2.7(E)(4) preceding. In this example, the Actual Increase for Equivalent DS1 CTs is 955 Equivalent DS1 CTs (7,001 – 6046).

(Step 5) Determine the CBB Discount for the CT Commitment Level in accordance with Step 5 of Section 25.2.7(E)(4) preceding. In this example, the CBB Discount is $42,748 [955 Actual Increase x $124.34 Average Rate per Equivalent DS1 CT x 3% Percent Increase x 12 months = $42,748 CBB Discount].

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(F) Assign the Discount Tier(s) for the Next Plan Year

The Telephone Company will assign the Discount Tier(s) applicable to the next Plan Year (i.e., from the most recent Anniversary Date to the next successive Anniversary Date) if the Achieved Discount Tier in month twelve (12) of the Annual True-Up Period (taking into account any (i) Upgrade Adjustment, as calculated in accordance with Section 25.2.7(H) following, for any Qualifying Service(s) that has been Upgraded; and (ii) any Sale Adjustment, as calculated in accordance with Section 25.2.10 following, for any Qualifying Service(s) which are affected by a Telephone Company Sale) is a higher or lower Discount Tier than the Assigned Discount Tier for the Annual True-Up Period. With respect to either Channel Terminations or Channel Mileage, the new Discount Tier for the next Plan Year (i.e., the new Assigned Discount Tier) shall result in an increased or decreased discount percentage pursuant to Section 25.2.5(B) preceding. If the Achieved Discount Tier (as determined in accordance with Section 25.2.7(D) preceding) is the same as the Assigned Discount Tier for the Annual True-Up, no action will be taken.

For example, assume that the NDP Customer's Assigned Discount Tier in Plan Year 2 for Channel Mileage Discounted Rate Elements was Discount Tier B. Further assume that the NDP Customer's Achieved Discount Tier for such Channel Mileage Discounted Rate Elements in month 12 of the Annual True-Up Period was Discount Tier C. In this case, the Telephone Company will assign Discount Tier C as the Discount Tier for the next Plan Year.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(G) Changes to Commitment Matrix During an Annual-True-Up

(1) Permitted Changes

If the NDP Customer has selected the Standard Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may, at its option, change its Commitment Matrix selection to Premier Commitment Matrix at an Annual True-Up. Such request must be in writing and made no later than thirty (30) calendar days prior to the Anniversary Date of the NDP Customer's NDP. The Telephone Company will set the new Commitment Levels based on the selection of the Premier Commitment Matrix in accordance with Section 25.2.4(C) preceding. Such new Commitment Levels shall apply on a going forward basis for the balance of the Initial Term or Renewal Term, as applicable.

(2) Prohibited Changes

If the NDP Customer has selected the Premier Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may not change such Commitment Matrix during the Initial Term, or during a Renewal Term, as applicable, including during an Annual True-Up.

(3) Certain Other Changes to the Commitment Matrix

As described further in Section 25.2.14 following, at the end of the Initial Term or any Renewal Term, as applicable, an NDP Customer that renews its NDP is permitted to pick a different Commitment Matrix for the Renewal Term, so long as the NDP Customer does not also concurrently select the Renewal Benefit Option.

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(H) Upgrades

(1) During the Term of the NDP, an NDP Customer may Upgrade a Qualifying Service to a service that is (a) a Qualifying Service of a higher capacity/bandwidth (e.g., an Upgrade of a Special Access DS3 Service to an IEF Service); or (b) a non-Qualifying Service of a higher bandwidth/capacity (e.g., an Upgrade of a Special Access DS3 Service to a Telephone Company provided optical service of a greater bandwidth). An Upgrade under (a) above shall result in no change to the NDP Customer's NDP.

(2) An Upgrade must meet all of the following conditions:

(a) Both the Qualifying Service being Upgraded (the existing service) and the replacing Qualifying Service or non-Qualifying Service, as applicable, (the new service), must be provided solely by the Telephone Company;

(b) at least one of the terminating locations of the new service must be the same location as one of the terminating locations of the existing service; and

(c) the total bandwidth or capacity of the new service must be equal to or greater than the total bandwidth or capacity of the existing service; and

(d) the NDP Customer must submit order(s) for the disconnect of the existing service and the installation of the new service, such that the installation date of the new service is within ninety (90) days of the disconnection of the existing service. The orders must be related by related purchase order number (RPON); and

(e) The commitment period for the new service must be at least five (5) years, except where a commitment period of at five (5) years or longer is not available, in which case the longest available commitment period must be selected; and

(f) At each next Annual True-Up following the Upgrade, the new service must be installed and still in-service to be eligible for an Upgrade Adjustment as set forth in (H)(3) following.

(TR 1)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(2) (Cont'd)

(g) No later than thirty (30) days prior to the Anniversary Date of the NDP, the NDP Customer must provide the Telephone Company with a list of the existing services (as defined in (H)(2)(a) above) that were Upgraded to non-Qualifying Services (as defined in (H)(2)(a) above) during the Annual True-Up Period. The list must be in writing and must contain the following information:

(i) the circuit identification number for each existing service; and
(ii) the circuit identification number for each new service; and
(iii) the RPONs associated with the Upgrades.

(3) When a Qualifying Service is Upgraded to a non-Qualifying Service, the Telephone Company will calculate the Upgrade Adjustment (i.e., an adjusted number of Equivalent DS1 CTs for the Qualifying Services that were Upgraded (in accordance with (a) following), and an adjusted number of Equivalent DS1 CMs for the Qualifying Services that were Upgraded (in accordance with (b) following). The Telephone Company shall use such Upgrade Adjustments in (i) the calculation of Step 2 of the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs, respectively, as set forth in Section 25.2.7(B)(1) preceding; (ii) Section 25.2.7(F) for assigning Discount Tiers for the next Plan Year; and (iii) Section 25.2.7(E) to set the new Commitment Level(s) when the NDP Customer elects the Commitment Buy-Up Option.

(a) The Upgrade Adjustment of Equivalent DS1 CTs is calculated as follows.

(1) Using the table in Section 25.2.4(A)(1) preceding, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) that were Upgraded to a non-Qualifying Service as calculated in accordance with Section 25.2.4(A).

(TR 1)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(3) (Cont'd)

(a) (Cont'd)

(2) Determine the number of whole calendar months remaining in the Annual True-Up Period following the month in which the Upgrade occurred through the end of the Annual True-Up Period. For example, if the Upgrade occurred in June, and the Annual True-Up Period ended in November, then the number of whole months remaining in the Annual True-Up Period was five (5) months; and

(3) Determine the Upgrade Adjustment of Equivalent DS1 CTs by multiplying (a) the result of (1) above; by (b) the result of (2) above. The Telephone Company shall use such Upgrade Adjustments in the calculation of Step 2 of the Monthly Average Count of Equivalent DS1 CTs, as set forth in Section 25.2.7(B)(1) preceding.

As an example, assume the NDP Customer Upgraded two (2) Special Access DS3 Services to a Telephone Company provided optical Service in the seventh (7^{th}) month of the Annual True-Up Period. The Upgrade Adjustment of Equivalent DS1 CTs is calculated as follows:

(1) multiply the number of DS3 level Qualifying Services that were Upgraded by the corresponding DS1 CT Multiplier. [2 Special Access DS3 Services x 28 =56 Equivalent DS1 CTs]

(2) five (5) months remain in the Annual True-Up Period. [the Upgrade occurred in the 7th month of the Annual True-Up Period which is period of twelve(12) months]

(3) the Upgrade Adjustment used in the calculation set forth in Step 2(i) of Section 25.2.7(B)(1) preceding would be 280 Equivalent DS1s. [56 Equivalent DS1 CTs upgraded in (i) above multiplied by 5 months as determined in (2) above]. This number shall be used in Step 2(i) of the calculation of Monthly Average DS1 CTs as set forth in Section 25.2.7(B)(1) preceding.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.7 Annual True-Up (Cont'd)

(H) Upgrades (Cont'd)

(3) (Cont'd)

(b) The Upgrade Adjustment of Equivalent DS1 CMs is calculated in the same manner as the Upgrade Adjustment of Equivalent DS1 CTs specified in (H)(3)(a) preceding is calculated, except that such calculations shall use Equivalent DS1 CMs and DS1 CM multipliers. This number shall be used in Step 2(i) of the calculation of Monthly Average DS1 CMs as set forth in Section 25.2.7(B)(1) preceding.

25.2.8 Minimum Period

The minimum period, as set forth in Section 5.2.5 preceding, for any service associated with a Discounted Rate Element provided under the NDP is one year from the date that such service is installed. Minimum period charges, as calculated in Section 5.2.6 preceding, will be assessed if the NDP Customer does not maintain the service with Discounted Rate Elements under Section 25.2.5 preceding for at least the one year minimum period.

As an illustrative example, assume that the NDP Customer establishes a Special Access DS1 Service under a TPP on January 1, 2001. On June 1, 2007, the NDP Customer establishes the NDP. On November 1, 2007, the NDP Customer disconnects that Special Access DS1 Service that was originally installed on January 1, 2001. Since the service was installed on January 1, 2001, and the disconnection date was November 1, 2007, the minimum period under the NDP of one year has been met. Therefore, the NDP Customer is not required to pay any minimum period charges.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.9 Changes to Basic Service and/or Base Rates

The Basic Service or Base Rates to which the discount percentages are applied under the NDP are subject to change. An increase in the Basic Service rate (used with Special Access DS1 Service only) or Base Rate (used with Special Access DS3 Service only) will result in an increase to the rates under the NDP for the applicable Special Access DS1 Service and Special Access DS3 Services. A decrease in the Basic Service rate or Base Rate will result in a decrease to the rates under the NDP for the applicable Qualifying Service.

25.2.10 Sale of a Telephone Company Operating Territory

(A) In the event of a Telephone Company Sale during a Plan Year, the following applies:

(1) The Telephone Company will determine and record the actual number of Equivalent DS1 CTs and the actual number of Equivalent DS1 CMs affected by the Telephone Company Sale; and

(2) If a Telephone Company Sale occurs during the Initial Term, or a Renewal Term, the Telephone Company will calculate the Sale Adjustment (i.e., an adjusted amount of Equivalent DS1 CTs which are no longer provided to the NDP Customer as a result of the Telephone Company Sale, and/or an adjusted amount of Equivalent DS1 CMs which are no longer provided to the NDP Customer as a result of the Telephone Company Sale, as applicable). The Telephone Company shall use both of such Sale Adjustments in the Annual True-Up for the balance of the Initial Term or the Renewal Term, as applicable. Specifically, during the Annual True-Up, the Telephone Company shall use both of such Sale Adjustments in (i) the calculation of Step 2(ii) of the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs, respectively, as set forth in Section 25.2.7(B)(1) preceding, either during the Initial Term or the Renewal Term; (ii) Section 25.2.7(F) preceding for assigning Discount Tiers for the next Plan Year; and (iii) Section 25.2.7(E) preceding to set the new Commitment Level(s) when the NDP Customer elects the Commitment Buy-Up Option.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.10 Sale of a Telephone Company Operating Territory (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(a) When calculating the Monthly Average Count of Equivalent DS1 CTs under Section 25.2.7(B)(1) preceding, the Telephone Company will calculate the Sale Adjustment of Equivalent DS1 CTs (as used in Step 2(ii) of Section 25.2.7(B)(1) preceding) for each Qualifying Service included in the Telephone Company Sale.

The Sale Adjustment of Equivalent DS1 CTs is calculated as follows:

(i) Using the table in Section 25.2.4(A)(1) preceding, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) that were sold as calculated in accordance with Section 25.2.4(A)(1) preceding.

(ii) Determine the number of whole calendar months remaining in the Annual True-Up Period, For example, if the Telephone Company Sale occurred in April, and the Annual True-Up Period ended in August, then the number of whole months remaining in the Annual True-Up Period was four (4) months; and

(iii) Determine the Sale Adjustment of Equivalent DS1 CTs by multiplying (a) the result of (i) above; by (b) the result of (ii) above. The Telephone Company shall use such Sale Adjustment(s) in the calculation of Step 2(ii) of the Monthly Average Count of Equivalent DS1 CTs as set forth in Section 25.2.7(B)(1) preceding.

(b) The Sale Adjustment of Equivalent DS1 CMs is calculated in the same manner as the Sale Adjustment of Equivalent DS1 CTs is calculated in (a) above, except that such calculations shall use Equivalent DS1 CMs and DS1 CM Multipliers instead of Equivalent DS1 CTs and DS1 CT Multipliers.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 Addition of an ACNA(s) to an Existing NDP

(A) One of the following two (2) options must be chosen by the NDP Customer when adding one or more ACNA(s) to its NDP:

(1) If an NDP Customer adds one or more ACNA(s) to its NDP (as permitted under Section 25.2.1(C) preceding), and such ACNA(s) is/are not already included in a different NDP, then the NDP Customer must include such ACNA(s) in its NDP in accordance with the terms of Section 25.2.11(B)(1) following; or

(2) If an NDP Customer adds one or more ACNA(s) to its NDP (as permitted under Section 25.2.1(C) preceding), and such ACNA(s) is/are already included in another NDP, then the NDP Customer must include such ACNA(s) in its NDP in accordance with the terms of Section 25.2.11(B)(2) following.

The terms of Section 25.2.1(C) preceding apply in addition to any requirements set forth herein.

(B) No later than thirty (30) calendar days prior to each Anniversary Date of the NDP, the NDP Customer must provide the Telephone Company with a list of any ACNAs that the NDP Customer added (as defined in (A) above) during the Annual True-Up Period. Whether or not the acquired ACNA(s) is/are already included in NDP shall determine whether (i) the NDP Customer's NDP is augmented to include such acquired ACNA(s); (ii) the NDP Customer's NDP is combined with the NDP associated with the acquired ACNA(s); or (iii) a new NDP is established that includes the NDP Customer's existing ACNA(s) and the added ACNAs.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s)

Where an NDP Customer seeks to add one or more ACNA(s) to its NDP in accordance with Section 25.2.11(A)(1) preceding (i.e., such ACNA(s) is/are not already included in another NDP), the NDP Customer's NDP shall be augmented to include the quantities of the Qualifying Services of such added ACNAs.

(a) At the next Annual True-Up following the effective date of the NDP Customer acquiring the additional ACNA(s), the Telephone Company will complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.2.7(A) preceding as if the NDP Customer had not acquired the additional ACNA(s).

(b) Upon completion of Section 25.2.7(A)(1) through (A)(5) preceding, and in accordance with Section 25.2.1(C) preceding, the acquired ACNA(s) will be added to the NDP and all of the following shall occur:

(1) Adjust Commitment Levels

The Telephone Company will adjust Commitment Levels of the NDP to include the Qualifying Services of the acquired ACNA(s) as follows:

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s) (Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

(Step 1) Using the table in Section 25.2.4(A)(1) preceding, and the actual quantities of Channel Terminations for the acquired ACNA(s) in month twelve (12) of the Annual True-Up Period (even though such Channel Terminations of the acquired ACNA(s) were not used in the Annual True-Up), determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) of the acquired ACNA(s) by multiplying (a) the level for the Qualifying Service (e.g., DS3 level); by (b) the DS1 CT multiplier using the table set forth in Section 25.2.4(A)(1) preceding.

The Telephone Company will determine the number of Equivalent DS1 CMs for the acquired ACNA(s) in the same manner as the number of Equivalent DS1 CTs was developed in the preceding paragraph.

(Step 2) The Telephone Company will calculate a CT Commitment Level for the acquired ACNA(s) by multiplying the result in Step 1 above by eighty-five percent (85%) if the NDP Customer has the Standard Commitment Matrix, or by ninety percent (90%) if the NDP Customer has the Premier Commitment Matrix.

The Telephone Company will develop a CM Commitment Level for the acquired ACNA(s) in the same manner as the CT Commitment Level was developed in the preceding paragraph.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s) (Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

(Step 3) The Telephone Company will add the CT Commitment Level for the acquired ACNA(s) determined in Step 2 above to the CT Commitment Level for the NDP (which such CT Commitment Level may have already been revised in accordance with Section 25.2.7(B) or Section 25.2.7(E) preceding, of the Annual True-Up), the result of which will be the adjusted CT Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.2. Any prior CT Commitment level established under Section 25.2.7(B) or Section 25.2.7(E) preceding is expressly superseded by the CT Commitment Level established under this Step 3.

The Telephone Company will add the CM Commitment Level for the acquired ACNA(s) determined in Step 2 above to the CM Commitment Level for the NDP, the result of which will be the adjusted CM Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.2. Any prior CM Commitment level established under Section 25.2.7(B) or Section 25.2.7(E) preceding is expressly superseded by the CM Commitment Level established under this Step 3.

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s) (Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

As an example, assume the NDP Customer's CT Commitment Level is 10,000 Equivalent DS1 CTs. Further assume that the NDP Customer acquired one ACNA with Qualifying Services in month twelve (12) of the Annual True-Up Period in the following quantities (a) nine (9) Special Access DS3 Services; and (b) two thousand (2000) Special Access DS1 Services. The adjustment to the CT Commitment Level is calculated as:

(Step 1) determine the quantity of Equivalent DS1 CTs for the acquired ACNA(s) by multiplying

(i) the number of DS3 level Qualifying Services for the acquired ACNA(s); by

(ii) the corresponding DS3 CT Multiplier [9 Special Access DS3 Services x 28 =252 Equivalent DS1 CTs].

(iii) Then, multiply the number of DS1 level Qualifying Services for the acquired ACNA(s); by

(iv) the corresponding DS1 CT Multiplier [2000 Special Access DS1 Services x 1 = 2000 Equivalent DS1 CTs].

(v) add the result of (ii) and (iv) above [252 for DS3 Level + 2000 for DS1 Level = 2252 Equivalent DS1 CTs].

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s) (Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

Example (Cont'd)

(Step 2) Calculate the increase to the CT Commitment Level by multiplying the result in Step 1 above by eighty-five percent (85%) for the Standard Commitment Matrix, or by ninety percent (90%) for the Premier Commitment Matrix. In this example, assume the NDP Customer has Premier Commitment Matrix [2252 Equivalent DS1 CTs for the acquired ACNA x 90% Commitment for Premier Commitment Matrix = 2027 Equivalent DS1 CTs (i.e., the Commitment Level for the acquired ACNA)]

(Step 3) Add the CT Commitment Level for the acquired ACNA determined in Step 2 above to the CT Commitment Level for the remaining portion of the NDP (which such CT Commitment Level may have already been revised in accordance with Section 25.2.7(B) and Section 25.2.7(E) preceding, of the Annual True-Up) (assumed to be 10,000 Equivalent DS1 CTs in this example) to determine the revised CT Commitment Level for the remainder of the Term unless otherwise changed in this Section 25.2. [10,000 Equivalent DS1 CTs for the existing CT Commitment Level + 2027 Equivalent DS1 CTs for the CT Commitment Level of the acquired ACNAs = a revised CT Commitment Level for the NDP of 12,027 Equivalent DS1 CTs]. Any prior CT Commitment level established under Section 25.2.7(B) and Section 25.2.7(E) preceding is expressly superseded by the CT Commitment Level established under this Step 3.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(1) Augment of Existing NDP to Include the Added ACNA(s) (Cont'd)

(b) (Cont'd)

(1) Adjust Commitment Levels (Cont'd)

Example (Cont'd)

(Step 3) (Cont'd)

A revised CM Commitment Level for the NDP would be calculated in the same manner as the revised CT Commitment Level for the NDP was calculated, except that such calculations shall use quantities of Equivalent DS1 CMs and the DS1 CM Multiplier. Any prior CM Commitment level established under Section 25.2.7(B) or Section 25.2.7(E) preceding is expressly superseded by the CM Commitment Level established under this Step 3.

(2) Assign the Discount Tiers for the Next Plan Year

Using the combined quantities for the Qualifying Services of the existing ACNAs and the acquired ACNAs in month twelve (12) of the Annual True-Up Period, the Telephone Company will assign the Discount Tiers applicable to the next Plan Year in accordance with Section 25.2.7(F) preceding.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(2) Combine NDPs

(a) Where an NDP Customer seeks to add one or more ACNA(s) to its NDP in accordance with Section 25.2.11(A)(2) preceding (i.e., such ACNA(s) is/are already included in another NDP), the NDP Customer who wishes to add the ACNA(s) to its NDP has the following options to combine the NDPs involved:

(1) Surviving NDP Option

Combine the NDP for the existing ACNA(s) with the NDP of the added ACNA(s) into a Surviving NDP as set forth in (B)(2)(b) following; or

(2) New NDP Option

Establish a new NDP that combines the existing ACNA(s) and the acquired ACNA(s) as set forth in (B)(2)(c) following.

(b) Surviving NDP Option

This option combines the NDP of the existing ACNAs (Plan A) with the NDP of the acquired ACNAs (Plan B). The Telephone Company will determine whether Plan A or Plan B has the greatest Monthly Charges in the month before the NDPs are combined, and such NDP will be deemed the Surviving NDP. The Surviving NDP shall be augmented to add the acquired ACNAs to the ACNAs of the Surviving NDP.

(1) At the next scheduled Annual True-Up for the Surviving NDP following the effective date of the NDP Customer acquiring the ACNA(s), the Telephone Company will complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.2.7(A) preceding for Plan A and separately complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.2.7(A) preceding for Plan B. Each Annual True-Up will be conducted as if the NDPs had not been combined. The Telephone Company will conduct the Final True-Up for the non-Surviving NDP using the number of months available at the time the Final True-Up is conducted. The non-Surviving NDP shall be cancelled upon completion of such Final True-Up. Termination liability under Section 25.2.13 following will not apply to such cancellation.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(b) Surviving NDP Option (Cont'd)

(2) Once the Annual True-Ups under (B)(2)(b)(1) preceding are complete, and in accordance with Section 25.2.1(C) preceding, the ACNAs, Qualifying Services and Commitment Levels of the non-Surviving NDP will be added to the ACNAs, Qualifying Services and Commitment Levels of the Surviving NDP as follows:

(a) If the Surviving NDP used a Standard Commitment Matrix, the Standard Commitment Matrix will continue to apply to the combined plan. If the Surviving NDP used a Premier Commitment Matrix, the Premier Commitment Matrix will continue to apply to the combined plan; and

(b) Commitment Levels and Discount Tiers will be adjusted as follows; and

(i) Adjust Commitment Levels

The Telephone Company will adjust Commitment Levels of the Surviving NDP to include the Qualifying Services of the non-Surviving NDP as follows:

(Step 1) Using the table in Section 25.2.4(A)(1) preceding, and the actual quantities of Channel Terminations for the month prior to conducting the Final True-Up for the non-Surviving NDP, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) of the acquired ACNA(s) by multiplying (a) the level for the Qualifying Service (e.g., DS3 level); by (b) the DS1 CT multiplier in accordance with the table in Section 25.2.4(A)(1) preceding.

The Telephone Company will determine the number of Equivalent DS1 CMs for the acquired ACNA(s) in the same manner as the number of Equivalent DS1 CTs was developed in the preceding paragraph in accordance with the table in Section 25.2.4(A)(2) preceding.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(b) Surviving NDP Option (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(i) Adjust Commitment Levels (Cont'd)

(Step 2) The Telephone Company will develop a CT Commitment Level for the acquired ACNA(s) of the non-Surviving NDP by multiplying the result in Step 1 above by eighty-five percent (85%) if the Surviving NDP uses the Standard Commitment Matrix, or by ninety percent (90%) if the Surviving NDP uses the Premier Commitment Matrix.

The Telephone Company will develop a CM Commitment Level for the acquired ACNA(s) of the non-Surviving NDP in the same manner as the CT Commitment Level was developed in the preceding paragraph.

(Step 3) The Telephone Company will add the CT Commitment Level for the acquired ACNA(s) determined in Step 2 above to the CT Commitment Level for the remaining portion of the Surviving NDP, the result of which will be the adjusted CT Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.2.

The Telephone Company will add the CM Commitment Level for the acquired ACNA(s) determined in Step 2 above to the CM Commitment Level for the remaining portion of the Surviving NDP, the result of which will be the adjusted CM Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.2.

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(b) Surviving NDP Option (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(ii) The Plan Year for the Surviving NDP is the next scheduled Plan Year for that NDP prior to combining plans. For example, if the Surviving NDP was in Plan Year 2 prior to the NDPs being combined, the Surviving NDP will be in Plan Year 3 after the NDPs are combined.

(c) Assign Discount Tiers for the Next Plan Year

Using the combined quantities for the Qualifying Services of the existing ACNAs and the acquired ACNAs in month twelve (12) of the Annual True-Up Period, the Telephone Company will assign the Discount Tier applicable to the Surviving NDP for the next Plan Year in accordance with Section 25.2.7(F) preceding.

(c) New NDP Option

This option combines the NDP of the existing ACNAs (Plan A) with the NDP of the acquired ACNAs (Plan B) into a new NDP (Plan C) that includes the ACNAs of Plan A and Plan B.

(1) At the first Annual True-Up for either Plan A or Plan B following the effective date of the NDP Customer acquiring the ACNA(s), the Telephone Company will complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.2.7(A) preceding for Plan A and separately complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.2.7(A) preceding for Plan B. Each Annual True-Up will be conducted as if the NDPs had not been combined. The Telephone Company will conduct a Final True-Up on Plan A, and a separate Final True-Up on Plan B using the number of months available at the time the Final True-Up is conducted. Upon completion of the Final True-Up for each plan, Plan A and Plan B shall both be cancelled without the application of termination liability under Section 25.2.13 following.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.11 Addition of an ACNA(s) to an Existing NDP (Cont'd)

(B) (Cont'd)

(2) Combine NDPs (Cont'd)

(c) New NDP Option (Cont'd)

(2) The new NDP shall be established using the quantities of Qualifying Services for the ACNAs of Plan A and Plan B as determined in the Final True-Up for each plan, and shall be established and maintained in accordance with the requirements of this Section 25.2.

25.2.12 Removal of an ACNA(s) as a Result of a Customer Sale

(A) A Customer Sale is the consummation of a sale, divestiture, spin-off, or other transaction which results in the NDP Customer no longer having any (i.e., 0%) control (including any stock or assets) in a Person that is (at the time of the Customer Sale) included within the NDP Customer's NDP. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership or voting securities, by contract or otherwise.

(1) When an NDP Customer is subject to a Customer Sale, and seeks to remove one or more ACNA(s) from its NDP, the terms of Section (A)(2) following shall apply, and the Telephone Company shall automatically at the next Annual True-Up modify the existing NDP by removing the affected ACNAs and the Qualifying Services associated with the affected ACNA(s). No later than thirty (30) calendar days prior to the Anniversary Date, the NDP Customer must provide a written notice with supporting documentation that describes the Customer Sale, and the ACNAs impacted by such Customer Sale.

If the NDP Customer sells, divests, spins off, or otherwise reduces its control (including any stock or assets) in a Person that is (at the time of the applicable sale transaction) included within the NDP Customer's NDP, but the NDP Customer still retains some control (i.e., greater than 0%) in the affected Person(s), then all of the ACNA(s) of such Person(s) shall continue to be included in the NDP Customer's NDP, in accordance with the terms of Section 25.2.1(C) preceding. As used in this paragraph, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership or voting securities, by contract or otherwise.

(TR 1)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.12 Removal of an ACNA(s) as a Result of a Customer Sale (Cont'd)

(A) (Cont'd)

(2) If the NDP Customer has removed an ACNA(s), the Telephone Company shall take the following actions:

(a) At the next Annual True-Up following the effective date of removal of the ACNA(s), the Telephone Company will complete Steps (A)(1) through (A)(5) of the Annual True-Up as described in Section 25.2.7(A) preceding as if the ACNA(s) has not been removed.

(b) Once the Annual True-Up under (2)(a) preceding is complete, the Telephone Company will modify the NDP as follows:

(i) Reduce Commitment Levels

The CT Commitment Level and CM Commitment Level will be reduced by (i) eighty-five percent (85%) of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up that were associated with the removed ACNA(s) if the NDP uses Standard Commitment Matrix; or (ii) ninety percent (90%) of Equivalent DS1 CTs or Equivalent DS1 CMs, as applicable, in month twelve (12) of the Annual True-Up that were associated with the removed ACNA(s) if the NDP uses Premier Commitment Matrix as follows:

(Step 1) Using the table in Section 25.2.4(A)(1) preceding, determine the number of Equivalent DS1 CTs associated with the Qualifying Service(s) of the Customer Sale as calculated in accordance with Section 25.2.4(A) preceding.

The Telephone Company will determine the number of Equivalent DS1 CMs for the removed ACNA(s) in the same manner as the number of Equivalent DS1 CTs was developed in the preceding paragraph.

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.12 Removal of an ACNA(s) as a Result of a Customer Sale (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

(Step 2) The Telephone Company will develop a CT Commitment Level for the removed ACNA(s) by multiplying the result in Step 1 above by eighty-five percent (85%) if the NDP uses the Standard Commitment Matrix, or by ninety percent (90%) if the NDP uses the Premier Commitment Matrix.

The Telephone Company will develop a CM Commitment Level for the removed ACNA(s) of the NDP in the same manner as the CT Commitment Level was developed in the preceding paragraph.

(Step 3) The Telephone Company will subtract the CT Commitment Level for the removed ACNA(s) determined in Step 2 above from the CT Commitment Level for the remaining portion of the NDP, the result of which will be the adjusted CT Commitment Level for the remainder of the Initial Term or Renewal term, as applicable, unless otherwise adjusted in this Section 25.2.

The Telephone Company will subtract the CM Commitment Level for the removed ACNA(s) determined in Step 2 above from the CM Commitment Level of the Initial Term or Renewal term, as applicable, the result of which will be the adjusted CM Commitment Level for the remainder of the Term unless otherwise adjusted in this Section 25.2.

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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.12 Removal of an ACNA(s) as a Result of a Customer Sale (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(c) Assign Discount Tiers for the Next Plan Year

Using the reduced quantities for the Qualifying Services of the remaining ACNAs in month twelve (12) of the Annual True-Up Period, the Telephone Company will assign the Discount Tier applicable to the NDP for the next Plan Year in accordance with Section 25.2.7(F) preceding.

(d) Termination Liability under Section 25.2.13 following will not apply for removal of the Qualifying Services from the NDP that are affected by the removal of an ACNA.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.13 Termination Liability

(A) If the NDP is terminated prior to the end of the Initial Term or during the Renewal Term (subject to certain conditions as described in Section 25.2.14 following), termination liability applies to all Qualifying Services.

(B) The termination liability charge applies in addition to any applicable minimum period charges as set forth in Section 25.2.8 preceding.

(C) The applicable termination liability during the Initial Term or Renewal Term, as applicable, as set forth below shall be based on the Plan Year in which the NDP Customer terminates the NDP.

Plan Year	Termination Liability
1	100% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 1 and 50% of the monthly charges for the remaining 4 years.
2	50% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 2 and 50% of the monthly charges for the remaining 3 years.
3	25% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 3 and 25% of the monthly charges for the remaining 2 years.
4	15% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 4 and 15% of the monthly charges for the remaining year. If the NDP Customer has selected the Renewal Benefit Option as described in Section 25.2.14(C) following, termination liability during Plan Year 4 does not apply after month 42 of the Renewal Term.
5	10% of the monthly recurring charges for all Discounted Rate Elements for the remainder of Plan Year 5. If the NDP Customer has elected the Renewal Benefit Option as described in Section 25.2.14(C) following, termination liability during Plan Year 5 does not apply during the Renewal Term.

(TR 1)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.14 Renewal and Termination of NDP

(A) Description

No later than sixty (60) calendar days prior to expiration of the Initial Term or Renewal Term, as applicable, of the NDP, the NDP Customer must provide the Telephone Company with written notice of its election of one of the following options.

(1) Renew its NDP for a 5-year Renewal Term as described in this Section 25.2.14 including providing written election of its subscription to the Renewal Benefit Option as set forth in Section 25.2.14(C) following; or

(2) subscribe the Qualifying Services of the expiring NDP to any then effective discount plan, term plan or Contract Tariff Option for which the NDP Customer is eligible; or

(3) continue with service on a month-to-month basis without any discount or term plan; or

(4) discontinue service for all Qualifying Services without the application of termination liability as set forth in Section 25.2.13 preceding.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.14 Renewal and Termination of NDP (Cont'd)

(B) Renewal

The NDP Customer's election to renew its NDP for another Renewal Term under Section 25.2.14(A)(1) preceding must be provided in writing and must be received by the Telephone Company no later than 60 calendar days prior to expiration of the Term. If the NDP Customer does not provide the Telephone Company with written notice (including providing timely notice) of its election under Section 25.2.14(A) preceding, and subject to the following requirements, the expiring NDP shall automatically renew for a 5-year Renewal Term at the end of the Initial Term or Renewal Term, as applicable.

(1) The Telephone Company will conduct a Final Annual True-Up for Plan Year 5 in accordance with Section 25.2.7 preceding (Final True-Up), except that such Final True-Up shall not include the following:

(a) The Commitment Buy-Up option as set forth in Section 25.2.7(E) preceding; and

(b) The Telephone Company will not assign Discount Tiers for the expiring NDP since the NDP has just completed its last Plan Year of the Initial Term or Renewal Term, as applicable; and

(c) Subject to Section 25.2.14(C) following, where the NDP Customer provides timely notice of its election under Section 25.2.14(A) preceding, the NDP Customer may change its expiring NDP from Standard Commitment Matrix to Premier Commitment a Matrix or from Premier Commitment Matrix to Standard Commitment Matrix.

(TR 1)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.14 Renewal and Termination of NDP (Cont'd)

(B) Renewal (Cont'd)

(2) The Telephone Company shall establish the renewed NDP using the quantities of Qualifying Services for all of the NDP Customer's ACNAs (including any ACNAs associated with any Person(s) that are included in the NDP Customer's NDP, as determined in Section 25.2.1(C) preceding). The renewed NDP shall be established and maintained in accordance with the requirements of this Section 25.2 and shall be subject to the following conditions:

(a) A Renewal Term of five (5) years; and

(b) All Qualifying Services that the NDP Customer subscribed to in month twelve (12) of Plan Year 5 of the expiring Initial Term or a Renewal Term, as applicable, must be included in the Renewed NDP; and

(c) The NDP Customer must specify a Commitment Matrix Option for the Renewal Term from those offered under Section 25.2.4(C) preceding, except where the NDP Customer selects the Renewal Benefit Option under Section 25.2.14(C) following, in which case the NDP Customer must select the Premier Commitment Matrix; and

(d) The Telephone Company will develop the CT Commitment Level for the Renewal Term using the actual number of Equivalent DS1 CTs for Qualifying Services that were subscribed to in month twelve (12) of Plan Year 5 of the expiring Initial Term or the Renewal Term, as applicable. If the Renewal Benefit Option under Section 25.2.14(C) following is selected, the CT Commitment Level of the new NDP must be equal to or greater than the CT Commitment Level for the expiring NDP. The calculation shall be performed in accordance with Section 25.2.4 preceding; and

(e) The Telephone Company will develop the CM Commitment Level for the Renewal Term using the actual number of Equivalent DS1 CMs for Qualifying Services that were subscribed to in month twelve (12) of Plan Year 5 of the expiring Initial Term or the Renewal Term, as applicable. If the Renewal Benefit Option under Section 25.2.14(C) following is selected, the CM Commitment Level of the new NDP must be equal to or greater than the CM Commitment Level for the expiring NDP. The calculation shall be performed in accordance with Section 25.2.4 preceding; and

(TR 1)

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.14 Renewal and Termination of NDP (Cont'd)

(B) Renewal (Cont'd)

(2) (Cont'd)

(f) New Discount Tiers will be assigned for the renewed NDP using the actual quantity of Equivalent DS1 CTs or actual quantity of Equivalent DS1 CMs, as applicable, that were subscribed to in month twelve (12) of Plan Year 5 of the expiring Plan; and

(g) The renewed NDP shall begin in Plan Year 1 but shall continue to receive the discounts associated with Plan Year 5 as set forth in Section 25.2.5(B) preceding.

(C) Renewal Benefit Option

(1) If the NDP Customer elects the Renewal Benefit Option, and makes such election in a timely manner as set forth in Section 25.2.14(A) preceding, the expiring NDP shall be renewed at the end of the expiring Initial Term or Renewal Term, as applicable, in accordance with the requirements of (B)(2) preceding. If the NDP Customer does not provide timely notice of its election to renew under Section 25.2.14 preceding, the NDP Customer is not eligible for the Renewal Benefit Option.

(2) When the Renewal Benefit Option is selected, termination liability under Section 25.2.13 preceding is only applicable for the first forty-two (42) months of the Renewal Term. Termination Liability is not applicable in month forty-three (43) through month sixty (60) of the Renewal Term (Renewal Benefit Period).

For example, assume the NDP Customer renews its NDP on November 1, 2012. In this case, the Renewal Term begins November 1, 2012 and ends October 31, 2017. If the NDP Customer were to terminate its NDP at any time after May 1, 2016 (i.e., during the Renewal Benefit Period which is after month forty-two (42) of the Renewal Term), termination liability as set forth in Section 25.2.13 preceding is not applicable.

For a second example, assume the NDP Customer renews its NDP on November 1, 2012. In this case, the Renewal Term begins November 1, 2012 and ends October 31, 2017. If the NDP Customer were to cancel its NDP at any time prior to May 1, 2016 (i.e., during the first forty-two (42) months of the Renewal Term), termination liability as set forth in Section 25.2.13 preceding applies.

25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.14 Renewal and Termination of NDP (Cont'd)

(D) Cancellation or Termination During the Renewal Term

(1) When the NDP is cancelled or terminated during the Renewal Term, a Final True-Up will be conducted in order to determine any applicable Shortfall Penalty or Discount Tier Adjustments. The Shortfall Penalty and Discount Tier Adjustments will be calculated as specified in Section 25.2.7(C) and (D) preceding, respectively, on a pro-rated basis, for the number of months elapsed since the last Annual True-Up.

(2) If the NDP is cancelled or terminated during the Renewal Benefit Period as defined in Section 25.2.14(C)(2) preceding (i.e., during the period that begins with month 43 and ends with month 60 of the Renewal Term), the NDP Customer will be treated as if it had completed the full Renewal Term of five (5) years. At the NDP Customer's option, and at any time between month 43 and month 60 of the Renewal Term, the NDP Customer may once again renew its NDP. The NDP Customer may elect the Renewal Benefit Option for any subsequent Renewal Term.

(3) Except as otherwise specified in this Section 25.2.14, all terms and conditions of the NDP as set forth in this Section 25.2 shall apply.

26. SONET Services

26.1 Service Descriptions

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)#

(A) Basic Channel Description

IntelliBeam Dedicated SONET Ring (IDSR) is an optical carrier channel for synchronous transmission of 155.52 Mbps (OC-3 provided as three STS-1 channels), 622.08 Mbps (OC-12 provided as twelve STS-1 channels) and 2.488 Gbps (OC-48 provided as forty-eight STS-1 channels) data with inherent protection. IDSR channels are provided between customer designated premises or between a customer designated premises and a Central Office Node and may be configured with a ring architecture*. At wire centers with a CO Node, IDSR channels may be connected with other IDSR channels of the same or different speed, with DS3 or DS1 asynchronous services or with FairPoint Enterprise ATM Cell Relay Service as set forth in Section 27. following, IntelliBeam Entrance Facility as set forth in Section 26.1.4 following, IntelliBeam Broadband Transport as set forth in Section 26.1.5 following or IntelliBeam Shared Single Path as set forth in Section 26.1.6 following.

IDSR as set forth in this Section 26.1 has been replaced by Dedicated SONET Ring (DSR) as set forth in Section 34.1 following for Switched Access Service and Special Access Service. Notwithstanding the regulations set forth in Section 34.1 following, the Telephone Company will continue to provide IDSR as set forth in this Section 26.1 to customers who are subscribing to, or have on order (i.e., a signed application for service or an Access Service Request has been issued), such service as of June 15, 2000. Such services will be provided for eighteen months, unless the customer subscribes to such IDSR under a Service Discount Plan, in which case IDSR will be provided through to the end of the customer's selected commitment period. The Service Discount Plan commitment period for such service may be extended under the terms set forth in 6.7.16(B)(5) or 7.4.10(E) for a period not to exceed twelve (12) months at the percentage discount applicable to the expiring commitment period. Following the applicable period of extension as set forth in 7.4.10(E)(2) preceding, IDSR as set forth in this Section 26.1 must be converted to DSR as set forth in Section 34.1 following, converted to other Telephone Company service, or disconnected.

* As of December 9, 1999, IDSR is no longer available as two-point, basic (non-ring) service configured through only two Telephone Company provided nodes. The Telephone Company will continue to provide two-point basic service to customers who are subscribing to, or have on order, such service as of December 9, 1999. The customer may retain its basic service until such time as (i) its designated premises is moved; (ii) it requests that the wire center in which a CO Node is located be changed to a different wire center; (iii) it requests a change to the service which results in a discontinuance and installation of a new service; or (iv) its Service Discount Plan commitment period is completed.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(A) Basic Channel Description (Cont'd)

IDSR consists of SONET Distribution Channels (SDCs), Central Office (CO) Nodes, Premises Nodes, Premises Ports, Central Office Extensions, Channel Mileage and Optional Features and Functions. Each component is described following. Service must consist of a minimum of three nodes, two of which must be provided by the Telephone Company. A node is a designation of either a customer location or Company wire center that has Add/Drop Multiplexing (ADM) capability.

(1) SONET Distribution Channels (SDCs)

The SDC provides for the portion of the optical carrier channel which connects the customer designated premises and its associated serving wire center and is provided with facility redundancy for protection in the event of a failure. The level of protection inherent in the IDSR transmission facilities may be limited by the customer's selection of premises node equipment or the manner in which such premises node equipment is configured. Network designs comprised of two or more SDCs and three or more nodes will experience on average a transmission capacity loss per SDC.

Except when IDSR is provided in certain two-point service configurations as set forth in (B) following, the SDC must be connected to a Telephone Company provided or customer provided Premises Node at the customer designated premises.

The application of the SDC rates are set forth in (E) following.

\# Service availability limited. See # footnote on Page 26-1.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(A) Basic Channel Description (Cont'd)

(2) Central Office (CO) Nodes

The CO Node provides the Add/Drop Multiplexing (ADM) capability at a wire center selected by the customer. ADM capability provides for lower level services to be added to, or dropped from, the optical carrier channel. The CO Node also performs electrical to optical conversions and controls the operation of the ring, when service is configured in a ring architecture. CO Nodes may be included in a ring architecture by connecting one CO Node to another CO Node(s), for which the Channel Mileage component will apply as set forth in (3) following, and/or connecting to a Premises Node(s) for which the SDC component will apply as set forth in (1) preceding.

In wire centers equipped with a CO Node, asynchronous services may be connected to IDSR, subject to the regulations and rates and charges set forth in (5) following.

For IDSR provided in certain two-point service configurations as set forth in (B) following, the serving wire center(s) of the customer designated premises involved must be equipped with CO Nodes, unless the two-point service is derived from Telephone Company provided premises node equipment.

The application of the CO Node rates are set forth in (E) following.

Service availability limited. See # footnote on Page 26-1.

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(A) Basic Channel Description (Cont'd)

(3) Channel Mileage

The Channel Mileage component provides for the transmission facilities, with back-up protection, between the serving wire centers of the customer designated premises or between a serving wire center associated with a customer designated premises and a wire center equipped with a CO Node. For example, when an OC48 that is channelized to OC-12 at a wire center with a CO Node is transported to a different wire center, OC-12 channel mileage will apply between the two wire centers. The mileage used to determine the monthly rate for the Channel Mileage component is specified in Section 7.4.6 preceding.

When Switched Access Service Direct Trunked Transport is provided from a IDSR CO Node to an end office or access tandem switch, Direct Trunked Transport Channel Mileage as set forth in Section 6. preceding applies between the wire center at which the DS3 or DS1 Direct Trunked Transport is added to, or dropped from the IDSR service and the end office or access tandem switch to which the Direct Trunked Transport terminates.

When ISSP STS1 provides the transport from an IDSR CO Node to an end office or access tandem, channel mileage as set forth in Section 26.6 following applies between the wire center at which the STS1 is added to, or dropped from, the IDSR service and the end office or access tandem to which the STS1 transport terminates.

The application of Channel Mileage rates are set forth in (E) following.

(4) Premises Nodes

The Premises Node provides the Add/Drop Multiplexing (ADM) capability necessary to terminate channelized OC-3, channelized OC-12 or channelized OC-48 services at the customer designated premises. The Premises Node may be provided by either the Telephone Company or the customer as follows.

Service availability limited. See # footnote on Page 26-1.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(A) Basic Channel Description (Cont'd)

(4) Premises Nodes (Cont'd)

(a) Telephone Company Provided Premises Nodes

The Telephone Company will provide Premises Node equipment which meets the technical and timing requirements delineated in Technical Reference GR-253-CORE, Issue No. 1.

When the Telephone Company provides the Premises Node, it will be installed in a common space at the customer designated premises and will be under Telephone Company control.

Lower level services (e.g., DS3) may be added to, or dropped from, the channelized optical carrier through a premises port on the Premises Node equipment allowing for termination of lower level services at customer designated premises. Premises ports are provided subject to the regulations and rates set forth in (6) following.

(b) Customer Provided Premises Nodes

When the customer provides the Premises Node equipment, the premises node equipment must be compatible with Telephone Company CO Node equipment. At the option of the customer, timing may be provided by the customer by a stratum 3 source or may be derived from the Telephone Company wire center serving the premises where the Premises Node is located. The level of protection inherent in the IDSR transmission facilities may be limited by the customer's selection of premises node equipment or the manner in which such premises node equipment is configured.

The technical and compatibility requirements for customer provided Premises Node equipment are delineated in Technical Reference GR-253-CORE, Issue 2.

When the customer provides the premises node equipment at its designated premises, Premises Ports as set forth in (6) following will not be provided.

Service availability limited. See # footnote on Page 26-1.

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(A) Basic Channel Description (Cont'd)

(4) Premises Nodes (Cont'd)

At the customer's option, traffic may be split between two Premises Nodes at its designated premises, subject to regulations and rates for the Premises Node Diversity optional feature set forth in (7)(a) following.

The application of the Premises Node rates are set forth in (E) following.

(5) Central Office Extensions

Central Office Extensions provide for connection between IDSR and asynchronous services within the same wire center, between an IDSR and an ATM Cell Relay Service User Network Interface (UNI) within the same wire center or for the ability to derive an OC-3 from an OC-12 or OC-48 CO Node for certain two-point service configurations as set forth in (B) following. IDSR may provide a portion of the transmission facilities over which an asynchronous service is transported between customer designated premises, between a customer designated premises and a Frame Relay Service port connection or ATM User Network Interface, or between a customer designated premises and an end office or access tandem. For example, a DS3 may be connected to IDSR at a wire center equipped with a CO Node allowing the DS3 to be delivered to the customer designated premises over a channel of IDSR. Rates and charges for the asynchronous service are not applicable to the portion of the asynchronous service which is delivered over IDSR.

When a DS1 Central Office Extension is provided from an OC-3 Service which was derived from an OC-12 or OC-48 Service, the maximum number of STS-3 channels on the OC-12 or OC-48 Service may be reduced.

Asynchronous services are specified in Sections 6. and 7. preceding. ATM Cell Relay Service is as specified in Section 27. following.

The Central Office Extensions which may be used with Switched Access Services are the DS1, DS3 and STS1 Central Office Extensions.

IEF services, as set forth in 26.1.4 following, may be connected to IDSR for which an STS1 Central Office Extension will apply.

The application of the Central Office Extension rates are set forth in (E) following.

\# Service availability limited. See # footnote on Page 26-1.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(A) Basic Channel Description (Cont'd)

(5) Central Office Extensions (Cont’d)

Asynchronous services are specified in Sections 6. and 7. preceding. ATM Cell Relay Service is as specified in Section 27.following. Frame Relay Service is as specified in Section 17. preceding.

The Central Office Extensions which may be used with Switched Access Services are the DS1, DS3 and STS1 Central Office Extensions.

The Central Office Extensions which may be used with Frame Relay Service are the DS1 and DS3 Central Office Extensions.

The Central Office Extensions which may be used with ATM Cell Relay Service are the DS1, DS3 and OC-3 Central Office Extensions.

IEF services, as set forth in 26.1.4 following, may be connected to IDSR for which an STS1 Central Office Extension will apply.

The application of the Central Office Extension rates are set forth in (E) following.

\# Service availability limited. See # footnote on Page 26-1.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(A) Basic Channel Description (Cont'd)

(6) Premises Ports

A premises port is the termination of a customer's lower bit rate service that is connected to the Telephone Company provided premises node equipment. Premises ports are not provided when the customer provides the premises node equipment.

The following Premises Ports are offered.

Premises Node Bandwidth Capacity	Available Premises Ports DS1#	DS3#	STS1#	OC-3*	OC-12*
OC-3	X	X	X		
OC-12	X**	X	X	X	
OC-48	X**	X	X	X	X

* May be provided in a concatenated format as an STS-3c or STS-12c signal as set forth in (B) following.

** When provided from an OC-3 Service which was derived from an OC-12 or OC-48 Service, the regulations set forth in (E)(1) following apply. The maximum number of STS-3 channels may be reduced in this configuration.

Available for use with Switched Access Services.

The Premises Ports available for use with Frame Relay Service are the DS1 and DS3 Premises Ports only.

(TR 1)

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(A) Basic Channel Description (Cont'd)

(6) Premises Ports (Cont'd)

The application of the Premises Port rates are set forth in (E) following.

When service is provided between two OC-3 Premises Ports derived from an OC-12 or OC-48 Service or two OC-12 Premises Ports derived from an OC-48 Service, the two-point OC-3 or OC-12 service is also subject to the regulations set forth in (B) following.

IEF services, as set forth in 26.1.4 following, may be connected to IDSR for which an STS1 Premises Port will apply.

IBT services, as set forth in 26.1.5 following, may be connected to IDSR for which an OC-3 or OC-12 Premises Port will apply, as appropriate.

Switched Access DS3 and DS1 Services as set forth in Section 6. preceding and ISSP STS1 service as set forth in 26.1.6 following may be connected to IDSR for which a DS3, DS1 or STS1 Premises Port will apply, as appropriate.

Service availability limited. See # footnote on Page 26-1.

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(A) Basic Channel Description (Cont'd)

(7) Optional Features and Functions

Premises Node Diversity

This option provides for traffic to be split between two premises nodes at a single customer designated premises. The Telephone Company will work cooperatively with the customer in determining the proportion of traffic which is delivered to each of the premises nodes. The two premises nodes arranged in this manner will be connected to the same SONET Distribution Channel.

The application of the Premises Node Diversity Optional Feature rate is set forth in (E) following.

Service availability limited. See # footnote on Page 26-1.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(B) Two-Point Service Configurations*

IDSR may be provided in certain two-point service configurations allowing for the synchronous transmission of 155.52 Mbps data between customer designated premises. The connection may be made as a derived OC-3 service from Telephone Company provided OC-12 or OC-48 premises node equipment, OC-12 or OC-48 CO Node equipment or a combination of the two. When two-point service is derived from CO Node equipment, an OC-3 Central Office Extension as set forth in (A)(5) preceding applies. The OC-3 capacity may be provided in either a channelized format as an STS-3 signal or in a concatenated format as an STS-3c signal (a single signal of 3 combined STS-1s) as determined by the channel interface selected by the customer. The customer must provide equipment at its designated premises which is capable of receiving the 155.52 Mbps optical signal delivered by the Telephone Company.

Telephone Company provided OC-3 premises node equipment is not provided at any customer designated premises to which the two-point service configuration has been ordered. However, when the two-point service is derived from Telephone Company provided OC-12 or OC-48 premises node equipment, the termination at the customer designated premises will be an OC-3 Premises Port as specified in (A)(6) preceding.

(C) Technical Specifications

The technical specifications for IDSR are delineated in GR-253-CORE, Issue 2.

The technical specifications for Switched Access Services are delineated in Section 6. preceding.

The technical specifications for Special Access Services are delineated in Section 7. preceding.

The technical specifications for ATM Cell Relay Service are delineated in Section 27. following.

The technical specifications for Frame Relay Service are delineated in Section 17. preceding.

Service availability limited. See # footnote on Page 26-1.

* As of December 9, 1999, IDSR two-point service configurations which do not include a minimum of three nodes are no longer available. See footnote on Page 26-1 for complete details.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(D) Channel Interface Codes

This section explains the Channel Interface codes that the customer must specify when ordering IDSR. Included is a glossary of Channel Interface Codes and options.

(1) Glossary of Channel Interface Codes and Options

Code	Option	Definition
SO	-	SONET Optical
	- AB	Long Range Multilongitudinal Mode (LR1-MLM) bidirectional ring
	- AU	LR1-MLM unidirectional ring
	- BB	Long Range Single Longitudinal Mode (LR1-SLM) bidirectional ring
	- BU	LR1-SLM unidirectional ring
	- CB	Intermediate Range Multilongitudinal Mode (IR1-MLM) bidirectional ring
	- CB	IR1-MLM unidirectional ring
	- DB	Intermediate Range Single Longitudinal Mode (IR1-SLM) bidirectional ring
	- DU	IR1-SLM unidirectional ring
	- EB	Short Range Multilongitudinal Mode Light Emitting Diode (SR-MLM/LED) bidirectional ring
	- EU	SR-MLM/LED unidirectional ring
	- FB	Short Range Multilongitudinal Mode (SR-MLM) bidirectional ring
	- FU	SR-MLM unidirectional ring
	- I	Bidirectional Ring
	- U	Unidirectional Ring

\# Service availability limited. See # footnote on Page 26-1.

ACCESS SERVICE

26. SONET Service (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(D) Channel Interface and Network Channel Codes (Cont'd)

(1) Glossary of Channel Interface Codes and Options (Cont'd)

Code	Option	Definition
SM		SONET mapping (See Technical Reference GR-253-CORE, Issue 2)
ST	-	Synchronous Transmission Signal (STS)
	- A	STS-1 (51.840 Mbps)
	- B	STS-3 (155.52 Mbps)
	- C	STS-3c (155.52 Mbps) concatenated

(2) Channel Interface Codes

Interface Code and Speed Option

04S0F.A
04S0F.AB
04S0F.AU
04S0F.C
04S0F.CB
04S0F.CU
04S0F.EB
04S0F.EU
04S0F.FB
04S0F.FU

02STF.B
02STF.C
04STF.B
04STF.C
02S0F.I
04S0F.I
02S0F.U
04S0F.U

\# Service availability limited. See # footnote on Page 26-1.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(D) Channel Interface and Network Channel Codes (Cont'd)

(3) Channel Interface Codes (Cont'd)

Interface Code and
Speed Option

02S0F.AB
02S0F.AU
02S0F.BB
02S0F.BU
02S0F.CB
02S0F.CU
02S0F.DB
02S0F.DU
02S0F.EB
02S0F.EU
02S0F.FB
02S0F.FU
02S0F.I
02S0F.U

04S0F.AB
04S0F.AU
04S0F.BB
04SOF.BU*
04S0F.CB
04S0F.CU
04S0F.DB*
04S0F.DU
04S0F.EB
04S0F.EU
04S0F.FB
04S0F.FU

Service availability limited. See # footnote on Page 26-1.

* Not available with OC-3.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(E) Application of Rates

(1) SONET Distribution Channels (SDCs)

The SDC rate applies per point of termination for the portion of the optical carrier channel which connects the customer designated premises with its serving wire center. The SDC rate is differentiated by the bandwidth capacity of the optical carrier channel. When IDSR is provided in a ring architecture, the SDC rate is also differentiated by the total number of SDCs and nodes on the ring as specified in Section 30.26 following for price band rates and 31.26 following for all other rates.

When IDSR is provided with the Premises Node Diversity option as set forth in (A)(7)(a) preceding, or in any other configuration for which two Premises Nodes are provided at the same customer designated premises, only one SDC applies to connect the two Premises Nodes to the serving wire center. If two Premises Nodes are not the same bandwidth capacity, the SDC rate to be applied is the rate for the SDC with the higher bandwidth capacity.

When the SDC is connected to Premises Node equipment, the SDC rate applies whether the Telephone Company or the customer provides the Premises Node equipment.

The rates for the SDC rate elements are specified in Section 30.26 1(A), (B) and (C) following for price band rates for OC-3, OC-12 and OC-48, respectively, and 31.26 1(A), (B) and (C) following for all other rates for OC-3, OC-12 and OC-48, respectively.

\# Service availability limited. See # footnote on Page 26-1.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(E) Application of Rates (Cont'd)

(2) Central Office (CO) Nodes

The CO Node rate applies for each CO Node provided and is differentiated by the bandwidth capacity of the CO Node.

A Nonrecurring Charge applies only when a new CO Node is installed on a ring subsequent to the initial installation of the ring or when a CO Node which is included in the ring is moved to a new wire center.

The rates and charges for CO Nodes are set forth in Section 30.26.1(J) following for price band rates and charges and 31.26.1(J) following for all other rates and charges.

(3) Channel Mileage

Channel mileage rates apply between the serving wire centers of the customer designated premises or between a serving wire center of a customer designated premises and a wire center equipped with a CO Node. Channel mileage rates, which consist of a Fixed and Per Mile rate element, are differentiated by the bandwidth capacity of the interoffice channel, number of nodes involved and, when applicable, the number of wire centers as specified in Section 30.26 1(D), (E) and (F) following for price band rates for OC-3, OC-12 and OC-48, respectively, and 31.26 1(D), (E) and (F) following for all other rates for OC-3, OC-12 and OC-48, respectively.

When IDSR is provided in a ring architecture (i.e., 3 or more nodes of the same speed), the first Channel Mileage rate component consists of a Fixed and Per Mile rate and the second and over Channel Mileage component consists of a Per Mile rate only. When IDSR is provided in a configuration for which two CO Nodes are provided in the same wire center, only one Channel Mileage element is applicable to connect the two CO Nodes to the ring. If the two CO Nodes are not the same bandwidth capacity, the Channel Mileage element applied will be that of the higher bandwidth capacity.

The rates for Channel Mileage are set forth in Section 30.26.1(D), (E) and (F) following for price band rates and 31.26.1(D), (E) and (F) following for all other rates.

Service availability limited. See # footnote on Page 26-1.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# Cont'd)

(E) Application of Rates (Cont'd)

(4) Premises Nodes

The Premises Node rate applies for each Premises Node provided and is differentiated by the bandwidth capacity of the Premises Node.

A Nonrecurring Charge applies only when a new Premises Node is installed on a ring subsequent to the initial installation of the ring or when a Premises Node which is included in the ring is moved to a new location. The nonrecurring charge does not apply to install a new Premises Node subsequent to the initial installation of the ring if the new Premises Node is not part of the ring. For example, when an OC-3 Premises Node is installed subsequent to the installation of the customer's IDSR ring, and the new node is not part of the customer's existing IDSR ring, the nonrecurring charge is not applicable.

The rates and charges for Premises Nodes are set forth in Section 30.26.1(M) following for price band rates and charges and 31.26.1(M) following for all other rates and charges.

(5) Central Office Extensions

The Central Office Extension rate applies for each asynchronous service which is connected to IDSR at a CO Node; for each synchronous OC-3 or OC-12 which is derived from a CO Node in the provision of a two-point service; for each STS1 which is connected to IEF service; or for each OC-3 or OC-12 which is connected to IBT service. The rate is differentiated by the data rate of the asynchronous service being connected (e.g., an asynchronous DS1 will require a DS1 Central Office Extension) or the capacity of the synchronous derived channel (i.e., OC-3). For two-point service configurations, as set forth in (B) preceding, an OC-3 Central Office Extension applies for each OC-3 derived from an OC-12 or OC-48 CO Node and an OC-12 Central Office Extension applies for each OC-12 derived from an OC-48 central office node.

An OC-3 or OC-12 Central Office Extension applies to connect an OC-3/3c or OC-12/12c capacity of a IDSR to IEF service as set forth in 26.1.4 following or IBT service as set forth in 26.1.5 following. Additionally, an STS1 Central Office Extension applies to connect to an STS1 provided from a IEF service.

The rates for Central Office Extensions are set forth in Section 30.26.1(L) following for price band rates and 31.26.1(L) following for all other rates.

(6) Premises Ports

The Premises Port rate applies for each Premises Port provided and is differentiated by the data rate of the service being terminated. Premises Ports are not applicable when the customer provides the Premises Node equipment.

The rates and charges for Premises Ports are set forth in Section 30.26.1(O) following for price band rates and charges and 31.26.1(O) following for all other rates and charges.

Service availability limited. See # footnote on Page 26-1.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# Cont'd)

(E) Application of Rates (Cont'd)

(7) Optional Features and Functions

(a) Premises Node Diversity

The rates and charges for Premises Node Diversity are the rates and charges for the two Premises Nodes being provided as specified in (4) preceding and one SONET Distribution Channel as specified in (1) preceding.

(8) Two-Point Service Configurations*

The rates and charges for two-point service configurations are differentiated by the manner in which two-point service is configured. For two-point service which is derived from a Telephone Company provided OC-12 or OC-48 premises node, an OC-3 or OC-12 Premises Port as specified in (6) preceding applies for each OC-3 or OC-12 derived from the premises node. For two-point service which is derived from an OC-12 or OC-48 Central Office Node, an OC-3 or OC-12 Central Office Extension as specified in (5) preceding and an OC-3 or OC-12 SONET Distribution Channel as specified in (1) preceding applies to each OC-3 or OC-12 extended. In addition, the rates for the OC-12 or OC-48 CO Node(s) as specified in (2) preceding and any associated Channel Mileage as set forth in (3) preceding also applies.

Additionally, all other applicable rate elements associated with the higher speed ring or service as set forth in (1) through (6) preceding apply.

(9) Shared Use Arrangements on IDSR

When IDSR is arranged to carry both Switched Access and Special Access Services, the regulations set forth in Section 5.2.7 preceding apply.

\# Service availability limited. See # footnote on Page 26-1.

* As of December 9, 1999, IDSR two-point service configurations which do not include a minimum of three nodes are no longer available. See footnote on Page 26-1 for complete details.

ACCESS SERVICE

26. SONET Services (Cont'd)

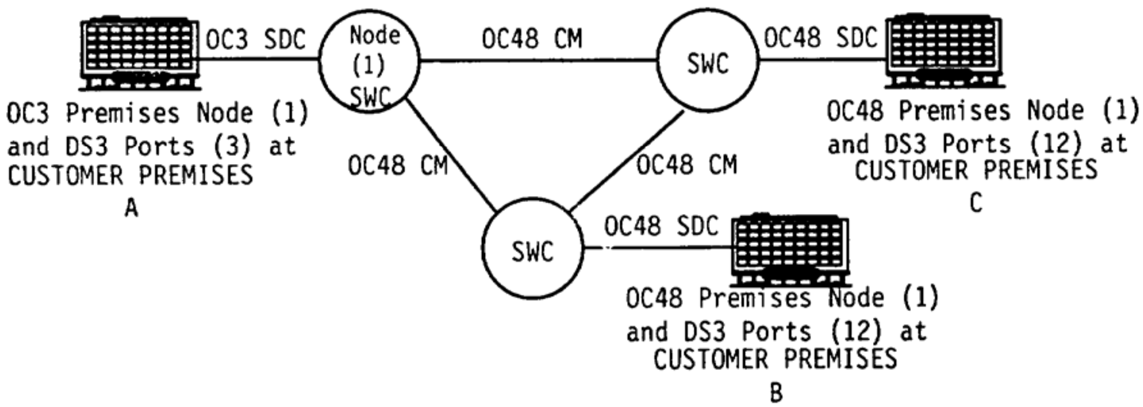
26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(E) Application Of Rates (Cont'd)

EXAMPLE OF A RING CONNECTING 3 CUSTOMER DESIGNATED PREMISES
UTILIZING TELEPHONE COMPANY PREMISES NODES

DIAGRAM OF APPLICABLE RATES



SDC - SONET Distribution Channel
CM - Channel Mileage
SWC - Serving Wire Center

Applicable Rate Elements

- OC3 Basic Design SDC (1 applies)
- OC48 Reduced SDC (2 apply)
- OC48 Reduced CM (1 First CM Component and 2 2nd and over CM components apply)
- OC3 Premises Node (1 applies)
- OC48 Premises Node (2 apply)
- OC48 CO Node (1 applies))

Service availability limited. See # footnote on Page 26-1.

ACCESS SERVICE

26. SONET Services (Cont'd)

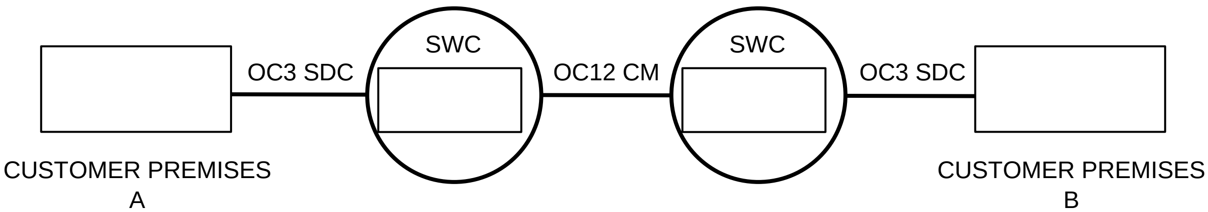
26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(E) Application Of Rates (Cont'd)

EXAMPLE OF A IDSR two-point service which is derived from two OC-12 Central Office Nodes*

DIAGRAM OF APPLICABLE RATES



SDC – SONET Distribution Channel

CM – Channel Mileage

SWC – Serving Wire Center

■ - OC3 Central Office Extension

Applicable Rate Elements

OC3 Basic Design SDC (2 apply)

OC12 Channel Mileage (1 component applies)

OC12 CO Node (2 apply)

OC3 Central Office Extension (2 apply)

* As of December 9, 1999, IDSR two-point service configurations which do not include a minimum of three nodes are no longer available. See footnote on Page 26-1 for complete details.

Service availability limited. See # footnote on Page 26-1.

26. SONET Services (Cont'd)

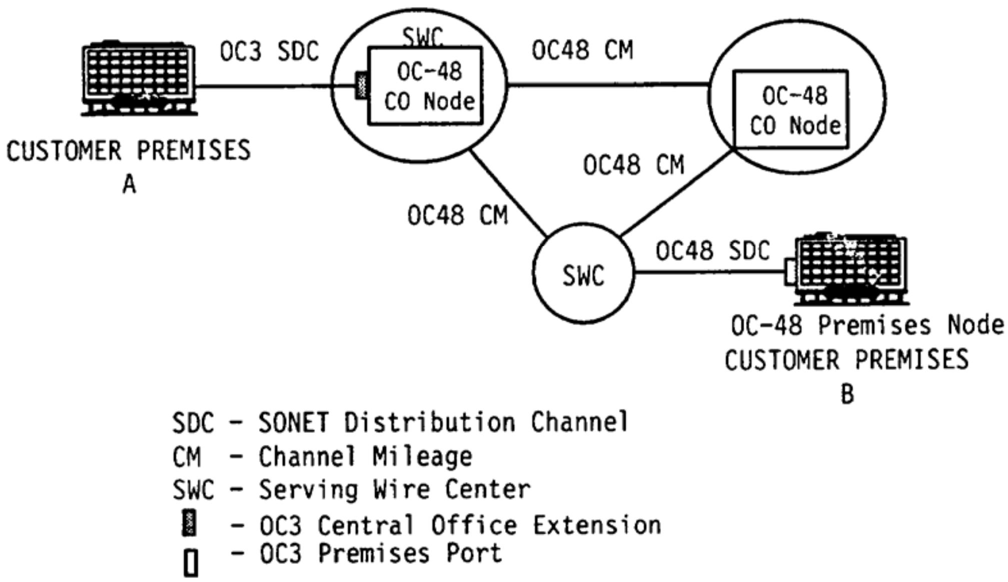
26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(E) Application Of Rates (Cont'd)

EXAMPLE OF A IDSR two-point service which is derived from a combination of one Telephone Company provided OC-48 Premises Node and an OC-48 Central Office Node

DIAGRAM OF APPLICABLE RATES



Applicable Rate Elements

OC48 Ring SDC (1 applies)
OC48 Channel Mileage (3 components apply)
OC48 CO Node (2 apply)
OC48 Premises Node (1 applies)
OC3 Central Office Extension (1 applies)
OC3 Premises Port (1 applies)
OC3 SDC (1 applies)

Service availability limited. See # footnote on Page 26-1.

ACCESS SERVICE

26. SONET Services (Cont'd)

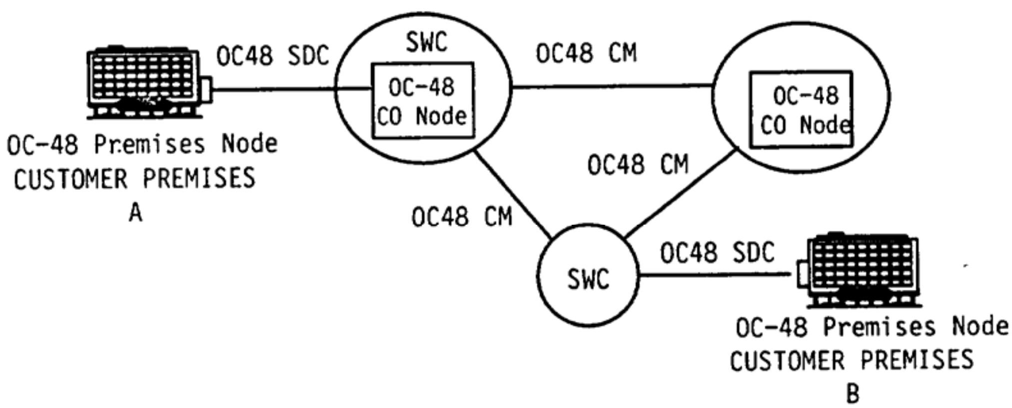
26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(E) Application Of Rates (Cont'd)

EXAMPLE OF A IDSR two-point service which is derived from two Telephone Company provided OC-48 Premises Nodes

DIAGRAM OF APPLICABLE RATES



SDC - SONET Distribution Channel
CM - Channel Mileage
SWC - Serving Wire Center
▯ - OC3 Premises Port

Applicable Rate Elements

OC48 Ring SDC (2 apply)
OC48 Channel Mileage (3 components apply)
OC48 CO Node (2 apply)
OC48 Premises Node (2 apply)
OC3 Premises Port (2 apply)

\# Service availability limited. See # footnote on Page 26-1.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeam Dedicated SONET Ring (IDSR)# (Cont'd)

(F) Terms and Conditions

(1) Commitment Periods

Available Service Discount Plans and associated termination liabilities are set forth in Section 7.4.10 preceding for Special Access Services.

(2) Access Order Service Date Intervals

IDSR is provided on a negotiated interval basis as set forth in 5.2.1(B) preceding.

(3) Minimum Period

The minimum period for IDSR is twenty-four months, with the exception of the Premises Ports and Central Office Extensions for which a three month minimum period applies. The minimum period for IDSR is subject to the regulations set forth in Section 5.2.5 preceding.

Service availability limited. See # footnote on Page 26-1.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.1 IntelliBeamDedicated SONET Ring (IDSR)# (Cont'd)

(F) Terms and Conditions (Cont'd)

(4) Design Layout Reports are provided as set forth in Sections 6.1.5 and 7.1.6 preceding for Switched Access and Special Access Service, respectively.

(5) Acceptance Testing is performed as set forth in Sections 6.1.5 and 7.1.7 preceding for Switched Access and Special Access Service, respectively.

(6) IDSR is ordered under the Access Order provisions set forth in Section 5. preceding. Also included in that section are other charges which may be associated with ordering IDSR (e.g., Service Date Change Charges, Cancellation Charges, etc.)

(7) Channel Interface and Network Channel Codes for asynchronous services which are connected to IDSR are specified in Section 7.3 preceding. Premises Interface Codes and Interface Groups for Switched Access Services which are connected to IDSR are specified in Section 6.1.3(A) preceding.

(8) The application of rates and charges for asynchronous Switched and Special Access Services which are connected to IDSR are specified in Sections 6. and 7. preceding, respectively. The same terms and conditions that apply to Switched Access Entrance Facility Channel Terminations and Special Access Service Channel Terminations also apply to SONET Distribution Channels.

(9) Surcharges are applicable to IDSR, subject to the regulations set forth in Section 7.4.2 preceding.

(10) Channel Mileage measurement for IDSR is in accordance with the regulations specified in Section 7.4.6 preceding.

(11) Shared Billing Arrangements which include IDSR are subject to the regulations set forth in Sections 5.2, 6.7.14, 7.2.9, 7.2.13 and 7.4.11 preceding.

Service availability limited. See # footnote on Page 26-1.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.2 Enterprise SONET Service

(A) Basic Service Description

Enterprise SONET Service (ESS) is a managed, high capacity network service provided over fiber optic facilities and SONET network elements configured in ring architectures. The type of facilities and use of a ring architecture allow for high performance and reliability parameters with a level of redundancy and diversity which limit a single service affecting event from interrupting service.

The Telephone Company will transport DS1 and DS3 signals over the ESS ring(s) and manage delivery of such signals to the customer's premises which has been designated as its Network Access Point. The Network Access Point is the premises at which the customer has designated that the DS1 and DS3 signals which are carried over the ESS ring(s) will be delivered to/from the customer over an OC-3 or OC-12 interface. The Network Access Point must have SONET based loop facilities to its serving wire center which must be an ESS Hub as specified in (B) following.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.2 Enterprise SONET Service (Cont'd)

(B) Service configuration

ESS is provided over fiber optic facilities and SONET network elements configured in ring architectures allowing for entrance to the Network Access Point and transport between ESS Hubs. An ESS Hub is a wire center assigned to ESS at which DS1 and DS3 signals may be added to, or dropped from, the ring using SONET add/drop multiplexing equipment (i.e., a Node) located in that wire center. Several ESS Hubs will be connected together to create an ESS serving area, as determined by the Telephone Company. The ESS serving area is the geographic location in which the Telephone Company will collect the customer's DS1 and DS3 signals for delivery over the ESS ring to the associated Network Access Point. Service may be provided as a single ring or as two interconnected rings (i.e., entrance ring and transport ring) based on the interface requirements at the Network Access Point.

Where ESS is requested in a geographic area which the Telephone Company has not yet identified as being within the ESS serving area, or in the event that suitable facilities are not available within an ESS serving area to construct the entrance ring, Special Construction charges as set forth in Section 5.1.3 preceding may also apply.

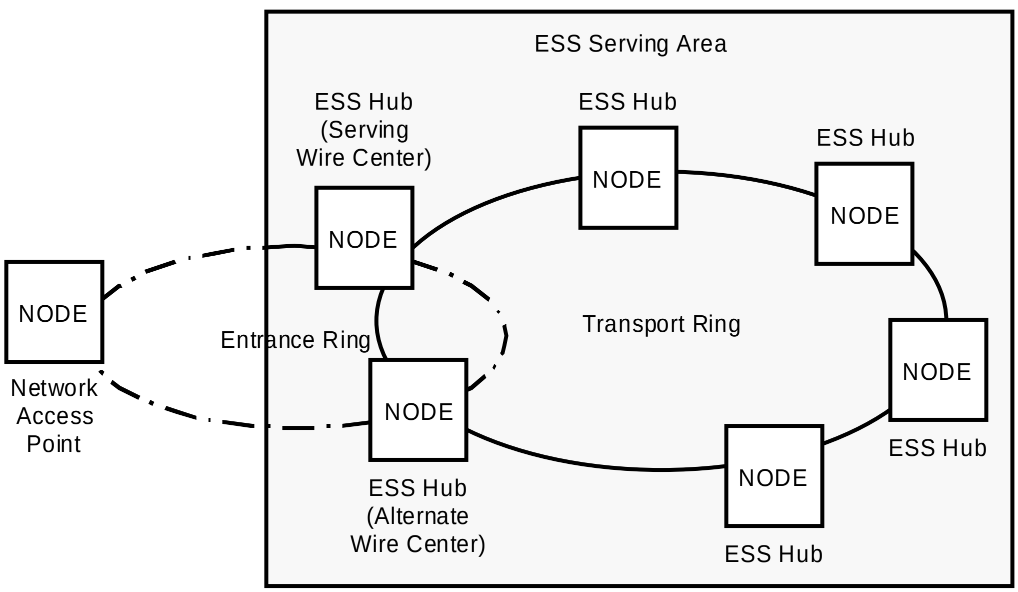
26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.2 Enterprise SONET Service (Cont'd)

(B) Service configuration

The following depicts ESS configured as an entrance ring which is interconnected with a transport ring. The entrance ring is comprised of fiber optic transmission facilities connecting three (3) SONET nodes located at the customer's designated Network Access Point, at the serving wire center and at the alternate wire center as selected by the Telephone Company. At the customer's designated Network Access Point, the customer must provide SONET equipment which is compatible with the Telephone Company's SONET network equipment as delineated in Technical Reference GR-253-CORE, Issue 2. The entrance ring is interconnected with the transport ring at the ESS Hub located in the serving wire center of the Network Access Point.



26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.2 Enterprise SONET Service (Cont'd)

(C) Ring Transport

Ring Transport Services are DS1 and DS3 services which are transported over the ESS ring to the customer designated Network Access Point. For purposes of rating DS1 and DS3 Ring Transport Services, the DS1 or DS3 provides the transmission path from the Network Access Point to the serving wire center of the other customer designated premises involved. Calculation of the mileage measurement for Ring Transport Services are as described in (H) following. The connection to the other customer designated premises must be asynchronous, non-channelized, Special Access DS1 or DS3 Service channel termination. The Alternate Serving Wire Center optional feature as set forth in Section 7. preceding is not available on 1.544 Mbps or 44.736 Mbps High Capacity Service channel terminations provided in conjunction with Enterprise SONET Service. The asynchronous Special Access Service will be added to, or dropped from, the ring at an ESS Hub. The Telephone Company will manage delivery of such services from the ESS Hub to the OC-3 OC-12 channel interface at the Network Access Point. Only DS1 and DS3 signals will be transported over the ring.

(D) Minimum Service Commitment

The minimum service commitment for ESS is the greater of 336 equivalent DS1s or ninety percent (90%) of the customer's equivalent DS1s within the service area associated with the designated Network Access Point as defined in (B) preceding. When determining the number of equivalent DS1s, each DS1 level service represents one equivalent DS1 and each DS3 level service represents twenty-eight equivalent DS1s. The minimum service commitment must be met within the first eighteen months of service (i.e., conversion period). The minimum service commitment will be the commitment used when determining any shortfall charges as set forth following or any termination liability as set forth in Section 7.4.10 preceding. ESS will not be provided with a commitment that is less than 336 equivalent DS1s.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.2 Enterprise SONET Service (Cont'd)

(D) Minimum Service Commitment

If the customer has not met its minimum service commitment at the end of the conversion period (i.e., first eighteen months of service or the month after the customer has satisfied its minimum service commitment, whichever occurs first), shortage charges apply for each month that the total number of equivalent ESS DS1 Ring Transport Services is short of the minimum service commitment. The charge to be applied each month that is short of the minimum service commitment is calculated as follows.

- First, determine the number of equivalent DS1s for the month which are short of the minimum service commitment.

- Then, determine the monthly rate for DS1 Ring Transport. The monthly rate to be used is the discounted monthly rate for a DS1 Ring Transport based on the lowest mileage band (i.e., "0 Mile" mileage band). DS3 Ring Transport Service monthly rates are not utilized when calculating the shortfall charge for failure to maintain the minimum service commitment. The monthly rates for DS1 Ring Transport are set forth in Section 30.26.2 following for price band rates and 31.26.2 following for all other rates. Service Discount Plan discount percentages are set forth in Section 7.4.10(B) preceding.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.2 Enterprise SONET Service (Cont'd)

(E) Minimum Service Period

The minimum service period for the committed number of equivalent ESS DS1 Ring Transport Services is thirty-six months or sixty months (i.e., the commitment period selected by the customer), as applicable. In addition, each of the committed ESS Ring Transport Services are individually subject to a minimum service period of three months. All remaining ESS DS1 and DS3 Ring Transport Services are individually subject to a minimum service period of three months. When the minimum service period has not been satisfied, a minimum service charge applies for the balance of the minimum service period. The charge for each month or fraction thereof remaining in the minimum service period is the applicable monthly rate for the service.

(F) Technical Specifications

The technical specifications for DS1 and DS3 level services provided over SONET ring configurations are delineated in Technical Reference GR-253 CORE, Issue No. 1. The technical specifications for DS1 and DS3 signals are delineated in the technical references set forth for High Capacity Services and FairPoint Enterprise Service as set forth in Section 7.2.9.

(G) Channel Interface Codes

The channel interface code at the Network Access Point for OC-3 or OC-12 interface requirements is 04SOF.E.

The channel interface codes at the customer designated premises other than Network Access Points are the channel interface codes as specified in Section 7.3 preceding for the specific type of Special Access Service being provided (e.g., FairPoint Enterprise DS1 Service).

Compatible CIs

04SOF.E	04DU9.DN
04SOF.E	04DU9.BN
04SOF.E	04DS9.1KN
04SOF.E	04DS9.1SN
04SOF.E	04DS6.44

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.2 Enterprise SONET Service (Cont'd)

(H) Application of Rates and Charges

The monthly rates and nonrecurring charges for ESS are comprised of DS1 and DS3 Ring Transport Services which are subject to mileage bands. There are two rates that apply per band, i.e., a fixed per band and a rate per mile. The mileage band is determined by calculating the airline distance between the serving wire center associated with the Network Access Point and the serving wire center associated with the other customer designated premises involved. Mileage bands for ESS DS1 and DS3 Ring Transport Services are shown in Section 30.26.2 following for price band rates and 31.26.2 following for all other rates. To determine the rate to be billed, first compute the mileage using the V&H coordinates method as set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION INC., TARIFF F.C.C. NO. 4, then find the band into which the computed mileage falls and apply the rates shown for that band. When the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage band and apply the rates for that band.

In addition to Ring Transport charges, monthly rates and nonrecurring charges apply for each asynchronous Special Access Service which provides the channel termination to the customer designated premises which is not the Network Access Point. Such asynchronous Special Access Service shall be added to, or dropped from, the ring at the closest ESS Hub.

26. SONET Services (Cont’d)

26.1 Service Descriptions (Cont'd)

26.1.2 Enterprise SONET Service (Cont'd)

(H) Application of Rates and Charges (Cont'd)

ESS is provided under a Service Discount Plan of 36 months or 60 months as set forth in Section 7. preceding. Asynchronous services which are added to, or dropped from, the ring must be provided under a Service Discount Plan for 36 months or 60 months as determined by the number of months selected by the customer for its ESS Ring Transport Services. The discount to be applied to the channel termination associated with the asynchronous service is the discount percentage for the type of asynchronous service provided. For all other requirements under the Service Discount plan, the associated asynchronous Special Access Service channel termination is subject to the requirements specified for ESS DS1 and DS3 Ring Transport Services as set forth in Section 7.4.10 preceding, in lieu of the service discount plan requirements which would normally apply to that service.

(I) Inter-operability Testing

At no additional charge, the Telephone Company will, within the first sixty days following notification from the customer that it is ready to begin the testing phase of ESS, cooperatively test inter-operability between the customer's SONET based network elements and the Telephone Company's ESS ring(s). During the test period, the Telephone Company will only accept orders associated with testing inter-operability between the customer's network and that of the Telephone Company. Orders to rearrange existing services on to ESS or to install new services on to ESS will not be accepted until such time as the customer and the Telephone Company mutually agree that such orders may be placed.

In the event that the customer and the Telephone Company can not mutually agree that the results of the test period constitute approval to allow orders for other than test purposes, either (i) the customer may cancel its request for ESS without the application of termination liability charges or satisfying minimum period requirements; or (ii) the Telephone Company will inform the customer that its request for ESS can not be satisfied, in which case no termination liability charges or minimum period charges will be applicable.

26.1.3 Reserved for Future Use

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.4 IntelliBeam Entrance Facility (IEF)#

(A) General

IntelliBeam Entrance Facility (IEF) provides customers with high capacity access between their designated premises and the associated serving wire center over a self-healing, SONET ring. The SONET ring will pass through the customer's serving wire center and one other wire center as determined by the Telephone Company. The customer is assured a continuity of communication between its designated premises and the serving wire center, even if there is a fiber facility failure between that premises and the serving wire center.

(B) Service Description

IEF is provisioned over a shared Telephone Company self-healing SONET ring that passes through Telephone Company wire centers and the customer's location. One of the wire centers must be the wire center serving the customer's designated premises; the other wire center is selected by the Telephone Company. When IEF is provided with an OC48 optical fiber interface, the entire bandwidth of the OC48 interface is committed to the customer. Additionally, the customer's SONET facilities are spliced with the Telephone Company's SONET facilities at a designated meet point (i.e., midspan meet).

Effective August 30, 2007, new orders for IEF utilizing STS1 Terminations that are associated with OC3 or OC12 bandwidth are no longer permitted. The Telephone Company will continue to provide IEF pursuant to this Section 26.1.4 on any existing IEF that is already in-service as of August 30, 2007, or on any order for IEF that is placed with the Telephone Company prior to August 30, 2007 (collectively, Existing IEF), subject to the following conditions:

a. For any Existing IEF that is currently subscribed to a term plan (i.e., commitment periods of 3- and 5-years), the Telephone Company will continue to provide Existing IEF for an additional six (6) months beyond the expiration date of the customer's current commitment period, or until the customer replaces the Existing IEF with a comparable Telephone Company provided service, or discontinues service, whichever occurs first. Orders involving additions and/or changes to Existing IEF are not permitted after August 30, 2007.

b. For any Existing IEF whose term plan expired prior to August 30, 2007, but the Existing IEF continues on a month-to-month basis at prevailing rates, the Telephone Company will continue to provide the Existing IEF until February 29, 2008, or until the customer replaces the Existing IEF with a comparable Telephone Company provided service, or discontinues service, whichever occurs first. Orders involving additions and/or changes to such Existing IEF are not permitted after August 30, 2007.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.4 IntelliBeam Entrance Facility (IEF)# (Cont'd)

(B) Service Description (Cont'd)

IEF service consists of an IntelliBeam Entrance Facility Termination and an Interface, when applicable. Technical specifications for IEF service are set forth in Technical Reference GR-253-CORE, Issue 2.

The IEF Termination rate category provides STS1 bandwidth between the customer's designated premises and the serving wire center of that premises.

Each IEF termination requires the customer to specify the type of electrical or SONET optical interface.

Electrical IEF Interfaces:

The electrical IEF interface defines the type of service that is to be provided as follows:

Three Special Access electrical interface types are available: DS1 (1.544 Mbps), DS3 (44.736 Mbps) and STS1 (51.84 Mbps). If the customer orders a DS3 or STS1 interface, there will be one interface per termination. If the customer orders a DS1 Interface, then up to 28 DS1 interfaces can be accommodated for each IEF STS1 termination.

Two Switched Access electrical interface types are available:DS3 (44.736 Mbps) and STS1 (51.84 Mbps). One interface per termination will apply.

Service availability limited. Refer to # footnote on Page 26-33.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.4 IntelliBeam Entrance Facility (IEF)# (Cont'd)

(B) Service Description (Cont'd)

Optical IEF Interfaces:

The optical IEF interfaces define the optical transmission rate of the Switched Access and Special Access interface to be provided. Three optical interfaces are available: OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2.488 Gbps). The optical interfaces are provided in a manner that allows fractional capacity to be activated in increments of STS1s. Fractional optical interface terminations can be connected to lower speed Switched and Special Access Services as set forth in Sections 6. and 7. preceding, and to Special Access and advanced data services that are equal to the bandwidth of the interface. Additionally, IEF provided with interfaces at STS1, OC3 and OC12 can be connected to:

- STS1 central office extensions or ports of an IDSR, as set forth in Section 26.1.1 preceding, or of a DSR, As set forth in Section 34.1 following;
- IntelliBeam Broadband Transport (IBT) services (OC3 and OC12 interfaces only) or multiplexed IBT services (connection to an IBT OC3 and OC12 multiplexing nodes can only occur from an IEF OC48 arrangement) as set forth in Section 26.1.5 following; or
- IntelliBeam Shared Single Path (STS1 only) as set forth in 26.1.6 following.

IEF provided with interfaces at STS1, OC3 and OC12 can also be connected to Optical Network STS1, OC3c and OC12c Ethernet-to-SONET mapped services as described in 7.2.20 preceding.

Interface charges, as set forth in Section 30.26.4 following for price band rates and 31.26.4 following for all other rates, do not apply when IEF is provided with an optical interface.

Service availability limited. Refer to # footnote on Page 26-33.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.4 IntelliBeam Entrance Facility (IEF)# (Cont'd)

(B) Service Description (Cont'd)

The IEF OC48 is an optical fiber interface option in which SONET based transport is provided between SONET-based equipment at the Telephone Company serving wire center offering a fiber interconnection (midspan meet) and the associated customer designated premises. The entire bandwidth of the IEF OC48 optical fiber interface is committed to the customer. It operates in a terminal/linear mode with diversely routed fiber between the serving wire center and the customer's designated premises. At the customer's designated premises, the customer must provide SONET based equipment which complies with Telephone Company SONET based equipment located in the Telephone Company serving wire center and with the requirements for SONET transmission in Technical Reference GR-253-CORE, Issue 2. Mapping over the IEF OC48 interface is allowed at DS3, STS1 and OC#s as well, however, mapping at OC48 is prohibited. The customer's optical cable will be spliced to the Telephone Company's optical cable (i.e., midspan meet) at a site which is considered the best use of existing Telephone Company and customer facilities and contains a suitable environment for the midspan meet. The customer's fiber for the midspan meet must be compatible with the fiber employed by the Telephone Company. The physical interface for the connecting fiber optic cables will be at a fiber connector panel situated in a location which is mutually agreeable to both the Telephone Company and the customer. The handoff will be 4-fiber, 1 x 1 protection.

Each IEF Termination can be connected to other Special Access Service channel terminations or to advanced data services via the Telephone Company's interoffice facilities and Hubs. IEF can also be substituted for certain Switched Access Entrance Facilities. One STS1 can be connected to an IDSR STS1 central office extension or port or to a channel of a multiplexed IBT facility*. Three STS1s can be connected to an IBT OC3 service. Twelve STS1s can be connected to an IBT OC12 service or forty-eight STS1s can be connected to an IBT OC48 service. The transmission rate of the IEF interface must be equal to, or greater than, the transmission rate of the connecting service.

* Not available when IEF is associated with FMS.

Service availability limited. Refer to # footnote on Page 26-33.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.4 IntelliBeam Entrance Facility (IEF)# (Cont'd)

(B) Service Description (Cont'd)

Channel mileage, when applicable, will apply at ISSP STS1 channel mileage rates or at other channel mileage rates for the appropriate High Capacity, FairPoint Enterprise DS3 Service or IntelliBeam Broadband Transport (IBT) being transported over the Telephone Company's interoffice facilities.

An IEF Termination with an IEF DS3 interface is transported over the Telephone Company's interoffice facilities as DS3 service and is billed the applicable DS3 channel mileage rates set forth in Section 31.6 and Section 30.7 following for price band rates and 31.7 following for all other rates. An IEF Termination with an IEF STS1 interface is transported over the Telephone Company's interoffice facilities as ISSP STS1 and is billed the ISSP STS1 mileage charge as set forth in Section 30.26.6 following for price band rates and 31.26.6 following for all other rates.

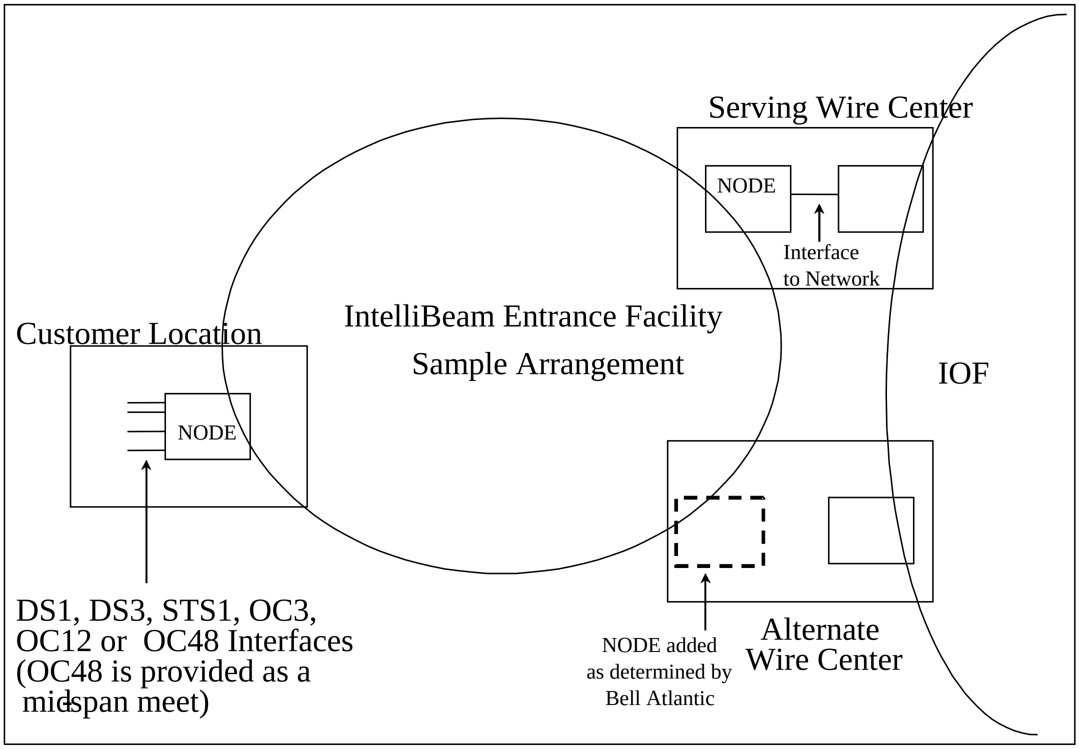
Service availability limited. Refer to # footnote on Page 26-33.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.4 IntelliBeam Entrance Facility (IEF)#(Cont'd)

(B) Service Description (Cont'd)



Rate Structure:

- STS1/DS1 Multiplexing
- STS1 Mileage
- Nonrecurring Charges
- Terminations & Interfaces at customer's location

Service availability limited. Refer to # footnote on Page 26-33.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.4 IntelliBeam Entrance Facility (IEF)#(Cont'd)

(C) Optional Features and Functions

Survivability for the IEF DS3 Special Access termination can be provided by ordering the Alternate Serving Wire Center optional feature as set forth in Section 7.2.9 preceding for High Capacity Special Access Service.

Service availability limited. Refer to # footnote on Page 26-33.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.4 IntelliBeam Entrance Facility (IEF)#(Cont'd)

(D) Terms and Conditions

(1) IEF is available for a 3 year or 5 year term plan. The rates for IEF include terminations, interfaces (when IEF is provided with an electrical interface), optional features and functions and channel mileage. Additionally, nonrecurring charges apply for IEF Terminations and Interfaces. The rates and charges for any other Switched Access, Special Access or SONET service connected to IEF are subject to the rates and charges for the specific service being provided.

Once the term plan for IEF has expired, the rates of the expiring term plan will continue until the customer either cancels service or requests a new term plan for its IEF services.

(2) The minimum service period for IEF is twelve months.

(3) Additional IEF terminations and interfaces may be added to the term plan on a co-terminus basis for the balance of the term selected by the customer, provided that there is at least twelve months remaining in the term period. IEF term plans with less than twelve months remaining in the term period are not eligible for additional terminations or interfaces in that plan.

When additional Interfaces and Terminations are added, subject to the criteria specified preceding, they must remain in service to the end of the commitment period of the IEF service plan to which they are added or termination liability will apply.

Customers who order an STS1 interface must specify how the signal is to be mapped, i.e., VT1.5 or DS3 mapped (see definitions for Virtual Tributary and SONET in Section 2.6 preceding).

Service availability limited. Refer to # footnote on Page 26-33.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.4 IntelliBeam Entrance Facility (IEF)#(Cont'd)

(D) Terms and Conditions (Cont'd)

(4) Asynchronous multiplexing of DS1s into a DS3 occurs outside the SONET network and requires DS3 to DS1 Multiplexing at the rates specified in Section 31.6.1(E) and Section 30.7.9 following for price band rates and 31.7.9 following for all other rates, or grooming of FairPoint Enterprise DS1s into a FairPoint Enterprise DS3 as described in Section 7.2.13 preceding.

Synchronous mapping of DS1s as VT1.5s occurs inside the SONET network and requires the ISSP optional feature STS1 to DS1 Multiplexing at the rates specified in Section 30.26.6 following for price band rates and 31.26.6 following for all other rates.

(5) The service date for the installation of IEF service is provided on a negotiated interval as specified in Section 5.2.1 preceding.

(6) If the customer designated premises is located in the same building as one of the connecting wire centers, diversity between the wire center and the customer designated premises may be limited by the physical paths available to connect the wire center and the premises.

(7) Any additional charges levied to the Telephone Company for space and power which are required to place ADMs on the Company's side of the network interface will be passed through to the customer.

(8) IEF service may be used in conjunction with High Capacity Services (including the Special Access Alternate Serving Wire Center optional feature), advanced data services and FairPoint Enterprise DS3 Services.

IEF service may also be used in conjunction with:

(i) IntelliBeam Dedicated SONET Ring (IDSR) as set forth in Section 26.1.1 preceding;
(ii) IntelliBeam Broadband Transport (IBT) or multiplexed IBT services as set forth in Section 26.1.5 following;
(iii) IntelliBeam Shared Single Path (ISSP) as set forth in Section 26.1.6 following; and
(iv) Dedicated SONET Ring (DSR) as set forth in Section 34.1 following.

IEF service may also be connected to the following Telephone Company provided services, provided that such connections are technically and operationally feasible, as determined by the Telephone Company:
(i) point-to-point SONET service
(ii) Optical Network service
(iii) dedicated SONET ring service

(9) IEF service may be included in, and concurrently subscribed to, under a Commitment Discount Plan as specified in Section 25.1 preceding and/or under a National Discount Plan as set forth in Section 25.2 preceding.

Service availability limited. Refer to # footnote on Page 26-33.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.4 IntelliBeam Entrance Facility (IEF)#(Cont'd)

(E) Termination Liability

IEF Service may be cancelled without termination liability when cancellation of the IEF Service occurs within thirty (30) days of the effective date of a Telephone Company initiated rate increase and the customer's total monthly rate for the affected IEF Service increased by 8% or more.

Termination liability will not apply for conversions to a longer term plan.

Termination liability will not apply if the customer meets the requirements for portability which is defined as the replacement of a IEF Termination with another IEF Termination for the balance of the commitment period. Portability requirements are as follows:

(1) The replacement IEF Termination must not already be in a term plan.

(2) The orders to accomplish the replacement are placed with the Telephone Company at the same time with due dates which are within 90 days of each other, and are related by a related purchase order number.

(3) The Interface quantities associated with the Termination replacement are equal to, or greater than, the service being disconnected.

(4) The service may be moved to another location in the same Telephone Company operating territory, provided that the service was maintained in the initial location for one year.

(5) The replacing service is subject to all applicable nonrecurring charges and minimum period requirements.

Service availability limited. Refer to # footnote on Page 26-33.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.4 IntelliBeam Entrance Facility (IEF)#(Cont'd)

(E) Termination Liability (Cont'd)

Except as set forth above, the customer must fulfill its term plan for the entire capacity, or be subject to termination liability for that portion of the capacity which was not in place for the entire term. Termination liability charges are in addition to any charges associated with the customer satisfying the minimum service requirement of one year on its IEF services.

Termination charges are calculated as follows:

- If the disconnect occurs during the first year of service, termination liability is calculated at 100% of the monthly charges for the unexpired portion of the first year, and at 15% of the monthly charges for the remainder of the term plan.
- If the disconnect occurs after the first year of service, termination liability is calculated at 15% of the monthly charges from the date of disconnection through the remainder of the term plan.

(F) Conversions

Customers who wish to convert existing High Capacity or FairPoint Enterprise Special Access Services or Switched Access Services to IEF may do so without Service Discount Plan termination liability charges as long as the total capacity of Special Access or Switched Access Service at the affected premises does not decrease. Termination liability for services provided under a Service Discount Plan are set forth in Sections 6.7.16 and 7.4.10(C) preceding. A new commitment period on the IEF term plan will commence with the conversion to IEF. No time-in-service credit shall be granted on the new term plan. All applicable nonrecurring charges for new installations, rearrangements or moves will apply.

Service availability limited. Refer to # footnote on Page 26-33.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.4 IntelliBeam Entrance Facility (IEF)# (Cont'd)

(G) Deployment

IEF Service is provided where suitable SONET facilities and bandwidth are available to provide the requested service and interfaces. The Telephone Company will work cooperatively with the customer in determining the availability of such facilities and if service can be provided.

(H) Rate Regulations

(1) Monthly rates, as set forth in Section 30.26.4 following for price band rates and charges and Section 31.26.4 for all other rates and charges, apply to IEF Terminations. The monthly rates are differentiated by the term plan and IEF Interface selected by the customer. Nonrecurring charges, as set forth in Section 30.26.4(A)(3) and (B)(3) following for price band rates and charges and Section 31.26.4(A)(3) and (B)(3) for all other rates and charges, apply to initial and subsequent installations of IEF Terminations.

(2) Additionally, the monthly rates for IEF Terminations apply on a tapered schedule basis as set forth in Section 30.26.4(A)(1) and (B)(1) following for price band rates and Section 31.26.4(A)(1) and (B)(1) following for all other rates. The rate to be billed for each IEF Termination is based on the total number of IEF Terminations that are in-service as of each billing date, on a per customer designated premises and per Billing Account Number (BAN) basis. To determine the total number of IEF Terminations for the bill period, the Telephone Company will count (i) all IEF Terminations; and (ii) all Telephone Company provided SONET entrance facilities that are provided in connection with a Telephone Company provided point-to-point SONET service or Optical Network service that terminate at such customer designated premises, inclusive of all such IEF Terminations and SONET entrance facilities that are in service and billed under the same BAN.

(3) For example, a customer purchases five (5) IEFs that are in-service at three (3) different customer designated premises, with the 5 IEFs being billed under two (2) different BANs.

(a) The first customer designated premises has two (2) IEFs, one with fifteen (15) in-service STS1 IEF Terminations and the other with five (5) in-service STS1 IEF Terminations for a total of twenty (20) STS1 IEF Terminations. Both IEFs are billed under the same BAN. The monthly rate to be billed for each IEF Termination in the 2 IEFs at the first customer designated premises is the monthly rate shown for 20 STS1 IEF Terminations. Monthly rates for STS1 IEF Terminations are as set forth in Section 30.26.4(A)(1) and (B)(1) following for price band rates and Section 31.26.4(A)(1) and (B)(1) following for all other rates and apply in accordance with Section 15.3 preceding.

Service availability limited. Refer to # footnote on Page 26-33.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.4 IntelliBeam Entrance Facility (IEF)# (Cont'd)

(H) Rate Regulations (Cont'd)

(3) (Cont'd)

(b) The second customer designated premises has two (2) IEFs, one with twenty (20) in-service STS1 IEF Terminations and the other with twenty-two (22) in-service STS1 IEF Terminations, for a total of forty-two (42) STS1 IEF Terminations. Each IEF at the second customer designated premises is billed under a separate BAN. The monthly rate to be billed for the IEF with 20 STS1 Terminations is the monthly rate shown for 20 STS1 IEF Terminations. The monthly rate to be billed for the IEF with 22 STS1 Terminations is the monthly rate shown for 22 STS1 IEF Terminations. Monthly rates for STS1 IEF Terminations are as set forth in Section 30.26.4(A)(1) and (B)(1) following for price band rates and Section 31.26.4(A)(1) and (B)(1) following for all other rates and apply in accordance with Section 15.3 preceding.

(c) The third customer designated premises has one (1) IEF with nine (9) in-service STS1 IEF Terminations billed under the same BAN. The monthly rate to be billed for each such IEF Termination is the monthly rate shown for 9 STS1 IEF Terminations. Monthly rates for STS1 IEF Terminations are as set forth in Section 30.26.4(A)(1) and (B)(1) following for price band rates and Section 31.26.4(A)(1) and (B)(1) following for all other rates and apply in accordance with Section 15.3 preceding.

(4) Monthly rates for electrical IEF Interfaces are set forth in Section 30.26.4(A)(2) and (B)(2) following for price band rates and Section 31.26.4(A)(2) and (B)(2) following for all other rates and apply in accordance with Section 15.3 preceding. When a customer orders an IEF with an STS1 IEF Termination and an electrical interface, both the monthly rate for the electrical IEF Interface (as set forth in Section 30.26.4(A)(2) and (B)(2) following for price band rates and Section 31.26.4(A)(2) and (B)(2) following for all other rates) and the monthly rate for the STS1 Termination (as set forth in Section 30.26.4(A)(1) and (B)(1) following for price band rates and Section 31.26.4(A)(1) and (B)(1) following for all other rates) apply. The monthly rates are differentiated by the term plan selected by the customer. Nonrecurring charges as set forth in Section 30.26.4(A)(2) and (B)(2) following for price band rates and Section 31.26.4(A)(2) and (B)(2) following for all other rates apply to each electrical IEF Interface installed.

Service availability limited. Refer to # footnote on Page 26-33.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT) #

(A) General

IntelliBeam Broadband Transport (IBT) provides high speed, synchronous optical fiber-based, full duplex data transmission capabilities. IBT is provisioned over the Telephone Company's shared SONET network and provides customers with SONET based broadband access transport with the following capabilities.

OC3, OC3c or STM-1	Transmission services operating at the terminating bit rate of 155.52 Mbps
OC12, OC12c	Transmission services operating at the terminating bit rate of 622.08 Mbps
OC48, OC48c	Transmission services operating at the terminating bit rate of 2.488 Gbps
OC192, OC192c	Transmission services operating at the terminating bit rate of 9.953 Gbps

IBT services are provided where SONET facilities are available with sufficient bandwidth capacity to meet the customer's request. IBT may be substituted for certain High Capacity Switched Access entrance facilities.

The following footnote is not applicable to the Office Channel Termination, Virtual Office Channel Termination, DS1 Port, DS3/STS1 Port or Node Mapping Rearrangement Charge rate elements of IBT. Effective March 30, 2007, orders for new IBT are no longer permitted. The Telephone Company will continue to provide IBT pursuant to this Section 26.1.5 on any existing IBT that is in-service as of March 29, 2007, or any order for IBT that is placed with the Telephone Company prior to March 30, 2007 (collectively, Existing IBT), subject to the following conditions:

a. For any Existing IBT that is currently subscribed to a term plan (i.e., commitment periods of 3- and 5-years), the Telephone Company will continue to provide the Existing IBT for an additional six (6) months beyond the expiration date of the customer's current commitment period, or until the customer replaces the Existing IBT with a comparable Telephone Company provided service, or discontinues service, whichever comes first. Subject to availability of facilities and equipment, certain changes to the Existing IBT are permitted provided that such changes do not require a new commitment period or an extension to an existing commitment period.

b. For any Existing IBT provided on a month-to-month basis, the Telephone Company will continue to provide the Existing IBT until September 30, 2007, or until the customer replaces the Existing IBT with a comparable Telephone Company provided service, or discontinues service, whichever comes first. Changes are not permitted.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(A) General (Cont'd)

IBT services consist of ports, channel terminations, channel mileage*, and multiplexers. With IBT service, the same payload content is maintained throughout the transmission path (i.e., if DS1s are mapped at one end, than they must also be mapped at the other end). IBT Office Channel Terminations, IBT Virtual Office Channel Terminations, DS1 IBT Ports and DS3/STS1 IBT ports may also be used in combination with Telephone Company provided point-to-point SONET service.

The technical specifications for IBT service are delineated in Technical Reference GR-253-CORE, Issue 3. When provided with STM-1 transmission, the technical specifications are delineated in Technical References ITU G707, ITU G708 and ITU G709.

IBT services may connect to or between customer designated premises, Expanded Interconnection multiplexing nodes or virtual collocated arrangements, or other SONET services. IBT services are available with or without multiplexing capability. Multiplexing capability is not available with OC192 IBT service.

(1) When one or both of the end points of an IBT is a customer designated premises, each connection is subject to a Standard Channel Termination and a Port rate element as described in (D)(1)(a) and (D)(1)(c) following, respectively.

(2) When one end of an IBT connects to an Expanded Interconnection multiplexing node, an Office Channel Termination rate element applies as described in (D)(1)(a) following for that connection. When one end of an IBT connects to an Expanded Interconnection virtual collocation arrangement, a Virtual Office Channel Termination rate element applies as described in (D)(1)(a) following for that connection. The other end of the IBT must be a customer designated premises. Port rate elements do not apply at the end of the service that connects to an Expanded Interconnection arrangement. IBT may connect between two Expanded Interconnection arrangements for the purpose of connecting collocated equipment used for interconnection with the Telephone Company or for access to the Telephone Company's unbundled network elements pursuant to Section 251(C)(6) of the Communications Act of 1934, as amended, subject to the regulations set forth in Section 27 following for Dedicated Transit Service.

* IBT ports are not provided at an Expanded Interconnection multiplexing node or virtual collocation arrangement.

\# Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(A) General (Cont'd)

(3) When the end points of an IBT are served by different Telephone Company wire centers, Channel Mileage rate elements apply as described in (D)(1)(b) following. Except as allowed in (2) preceding, IBT connections within a wire center are limited to termination of an IBT facility as a multiplexing arrangement or connection to other Telephone Company services as described in (4) following.

(4) The following connections to other Telephone Company services are available for IBT. When IBT is provided without multiplexing capability, these services may be at one end, or both ends, of the service. When IBT is provided with multiplexing capability, these services will only be provided at one end of the service.

(a) IDSR – connection of IBT service to IDSR is only allowed when the Central Office Extension or port on the IDSR is an equal speed to that of the IBT service. IBT at STM-1 or OC192/OC192c transmission may not connect to IDSR.

(b) IEF – connection of IBT service to IEF service is allowed at all speeds, except for IBT OC192/OC192c and IBT OC48/OC48c when connecting to an IEF with a fractional OC48 interface. IEF STS1 Terminations apply in addition to the charges associated with the IBT service.

(c) Other IBT – connection of IBT service to another IBT service is only provided via an equal speed port of an IBT service derived from a higher speed IBT multiplexed service.

(d) Optical Network – connection of IBT service to Optical Network can only occur when IBT is provided as a multiplexed arrangement and the applicable low speed IBT port is offered. For example, IBT multiplexed service does not offer native Ethernet ports at 100 Mbps and therefore, Optical Network at a native Ethernet rate of 100 Mbps may not connect to IBT service.

(e) Advanced data services – IBT service may connect to advanced data services at wire centers designated for such connections.

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(A) General (Cont'd)

(4) (Cont'd)

(g) IOTS – connection of one or both ends of IBT to an IOTS ring or Telephone Company provided DWDM ring service is provided over OC3/OC3c, OC12/OC12c, OC48/OC48c or OC192/OC192c Protected or Unprotected Optical Transport Channels. For each connection to an IOTS or Telephone Company provided DWDM ring service Optical Transport Channel, the IOTS Optical Transport Channel rate element, described in 7.2.19 preceding, or Telephone Company provided DWDM ring service Optical Transport Channel rate element applies in lieu of the IBT Port rate element. The IBT Fiber Path Diversity optional feature is required when IBT service is connected to an IOTS or Telephone Company provided DWDM ring service Protected Optical Transport Channel.

(h) IBT may also be connected to the following Telephone Company provided services, where such connections are technically and operationally feasible, as determined by the Telephone Company:

- dedicated sonet ring service
- DWDM ring service
- optical hubbing service
- SONET entrance facility service
- Optical Network service
- point-to-point SONET service

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(A) General (Cont'd)

IBT services may be configured in any of the following:

OC3	3 STS1 channels which each contain: - a DS3 that is STS1 mapped - up to 28 DS1s that are VT mapped - an STS1 channel without constraint to payload mapping
OC3c	A single concatenated STS3c channel
STM1	SDH channel of 155.52 Mbps
OC12	12 STS1 channels which each contain: - a DS3 that is STS1 mapped - up to 28 DS1s that are VT mapped an STS1 channel without constraint to payload mapping
OC12c	A single concatenated STS12c channel
OC48	48 STS1 channels which each contain: - a DS3 that is STS1 mapped - up to 28 DS1s that are VT mapped - an STS1 channel without constraint to payload mapping; or 16 separate concatenated STS3c channels; or 4 separate concatenated STS12c channels; or any combination of the above configurations up to the total OC48 capacity
OC48c	A single concatenated STS48c channel
OC192	192 STS1 channels which each contain: - a DS3 that is STS1 mapped - up to 28 DS1s that are VT mapped - an STS1 channel without constraint to payload mapping; or 64 separate concatenated STS3c channels; or 16 separate concatenated STS12c channels; or any combination of the above configurations up to the total OC192 capacity
OC192c	A single concatenated STS192c channel

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(B) Optional Features and Functions

The following optional features are available with IBT services.

(1) Four Fiber 1 + 1 Port Protection

Four Fiber 1 + 1 Port Protection provides a standby protection card for automatic protection from a fault in the working card. It is only available with compatible CPE and is ordered on a per port basis.

Four Fiber 1 + 1 Port Protection is not available for IBT services that terminate at a customer location served by an IOTS or Telephone Company provided DWDM ring service Protected or Unprotected Optical Transport Channel.

(2) Fiber Path Diversity

This option provides additional loop and interoffice facility survivability with diverse routing of the working fiber pair and protect fiber pair. Fiber Path Diversity (FPD) with 1 x 1 protection insures survivability from fiber faults, except where common entrances exist. Fiber Path diversity is available for terminations and IOF mileage. If FPD is desired, each termination and IOF mile of the service is ordered with this feature. Services with FPD have a 1 hour service guarantee.

Dual entrances at a customer designated premises and Telephone Company wire centers are not considered standard with IBT, but may be provided where facilities are available. In instances where the customer designated premises and the serving wire center are located in the same building, there may not be physical diversity in the building.

Fiber Path Diversity is not available for IBT services that terminate at a customer location served by an IOTS or Telephone Company provided DWDM ring service Unprotected Optical Transport Channel.

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(B) Optional Features and Functions (Cont'd)

(3) Multiplexing Capability

Multiplexing of IBT can occur at either designated Telephone Company serving wire centers or at customer designated premises. When multiplexing occurs at designated Telephone Company serving wire centers, NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 identifies those serving wire centers where terminus, intermediate or super-intermediate multiplexing options are available. Terminus, intermediate or super-intermediate multiplexing is defined in Section 2.6 preceding. When multiplexing occurs at a customer designated premises, all channels derived from the IBT facility must terminate at that premises.

End to end services may be provided on channels of these facilities to the multiplexing node. The transmission performance for the end to end service provided between the locations will be that of the lower capacity or bit rate. Multiplexing capability will not be provided on an IBT that is connecting to IOTS or Telephone Company provided DWDM ring service.

The Telephone Company will commence billing the monthly rate for the facility to the IBT multiplexing node on the date specified by the customer on the service order. Individual services utilizing these facilities may be ordered and/or installed subsequent to the installation of the facility to the multiplexing node. The customer will be billed for the channel termination, channel mileage and IBT multiplexing node at the time the facility is installed. IBT port charges do not apply when IBT is provided as a facility to an Expanded Interconnection arrangement. Individual service rates (by service type) will apply for the channel termination, channel mileage, any optional features associated with the service, and the low speed port necessary to drop the lower capacity service from the IBT multiplexing node. These services will be billed as each individual service is installed.

Cascade multiplexing occurs when an IBT channel is de-multiplexed to channels of a lesser capacity and one of the lesser capacity channels is further de-multiplexed. For example, an IBT OC3 is de-multiplexed to three DS3 channels and then one of the DS3 channels is further de-multiplexed to DS1 channels. When cascade multiplexing is performed, a charge for the additional multiplexing unit also applies. When cascade multiplexing occurs at different locations, channel mileage and mid-link nonrecurring charges as described in Section 6.1.3(A) or 7.1.2(B) preceding also apply between the multiplexing arrangements. Cascade multiplexing may not occur at the customer's designated premises.

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(B) Optional Features and Functions (Cont'd)

(3) Multiplexing Capability (Cont'd)

The following IBT multiplexing nodes are available.

(a) OC3 Multiplexing Node

An arrangement that converts an OC3 (155.52 Mbps) channel to one of the following combinations.
- three groups of 28 DS1 channels
- one group of 28 DS1 channels and 2 DS3/STS1 channels
- two groups of 28 DS1 channels and 1 DS3/STS1 channel
- 3 DS3/STS1 channels

(b) OC12 Multiplexing Node

An arrangement that converts an OC12 (622.08 Mbps) channel to one of the following combinations.
- 12 DS3/STS1 channels
- 9 DS3/STS1 channels and 1 OC3/OC3c channel
- 6 DS3/STS1 channels and 2 OC3/OC3c channels
- 3 DS3/STS1 channels and 3 OC3/OC3c channels
- 4 OC3/OC3c channels

(c) OC48 Multiplexing Node

An arrangement that converts an OC48 (2.488 Gbps) channel to one of the following combinations.
- 48 DS3/STS1 channels
- 4 OC3/OC3c channels and 36 DS3/STS1 channels
- 8 OC3/OC3c channels and 24 DS3/STS1 channels
- 16 OC3/OC3c channels
- 1 OC12/OC12c channel, 4 OC3/OC3c channels and 24 DS3/STS1 channels
- 1 OC12/OC12c channel, 8 OC3/OC3c channels and 12 DS3/STS1 channels
- 2 OC12/OC12c channels and 24 DS3/STS1 channels
- 2 OC12/OC12c channels and 8 OC3/OC3c channels
- 4 OC12/OC12c channels

(d) OC192 Multiplexing Node

Multiplexing capability is not available with OC192.

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(B) Optional Features and Functions (Cont'd)

(4) Shared Billing Arrangements

A Shared Billing Arrangement allows for the connection of one or more Service User's Special Access, Switched Access or SONET Service to a Host Customer's multiplexed IntelliBeam Broadband Transport (IBT) in Telephone Company wire centers designated as Hubs capable of multiplexing IBT, with the Telephone Company maintaining separate records and billing for each. The Telephone Company will split the billing after the multiplexer for each service connected to the IBT multiplexer.

Each customer will be billed for those rate elements associated with its portion of the service configuration. Under no circumstances will the rates and charges for individual rate elements be split. Hubbing locations for IBT are set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C NO. 4.

Each customer may order its individual portion of the multiplexed service separately from the Telephone Company. The ordering customer must obtain and provide a copy of a signed letter(s) of authorization, as described in 5.2 preceding, to the Telephone Company when placing an order for a Shared Billing Arrangement. The letter of authorization (LOA) must be signed by both the Host customer and the Service User and include the applicable Connecting Facility Assignments and Billing Account Numbers of the customers involved.

When a Shared Billing Arrangement is requested on a ThruPath Service connection between two multiplexed IBT facilities, the ordering customer for the ThruPath Service Connection is designated as the Service User under the Shared Billing Arrangement. In addition to the requirements for the LOA set forth above, the Service User also must obtain and provide to the Telephone Company the appropriate BAN and CFA of its own multiplexed service.

Each customer will be billed the applicable tariff rates and charges for its individual service(s). The rates and charges for Multiplexing Capability will be the responsibility of the Host Customer.

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(B) Optional Features and Functions (Cont'd)

(4) Shared Billing Arrangements (Cont'd)

Each customer shall be responsible for reporting service outages for its portion of the multiplexed service. Out of service adjustments will be handled in accordance with Credit Allowance for Service Interruptions as set forth in Section 2.8.1.1 preceding. The Maintenance of Service charge applies, as set forth in Section 13.3.1 preceding, to the customer whose service is reported in trouble.

Under a Shared Billing Arrangement, the Telephone Company may share with the host Customer record information pertaining to the multiplexed service(s) of the Service User(s). Such disclosure will be at the sole discretion of the Telephone Company as necessary to perform billing reconciliation or other functions required in connection with maintaining separate account records.

Shared Billing Arrangements for IBT are provided at no charge to either the Host Customer or Service User.

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(C) Terms and Conditions

(1) IBT is available on a month-to-month basis, or for a term period of 3 or 5 years. In either case, the minimum service period for IBT is one year. When customers who subscribe to Optical Network or Telephone Company provided Optical Network service under a one-year commitment period connect their Optical Network or Telephone Company provided Optical Network service Ethernet-to-SONET mapped service to IBT, the IBT Port will be billed at month-to-month rates. When customers who subscribe to Optical Network or Telephone Company provided Optical Network service under a seven-year commitment period connect their Optical Network or Telephone Company provided Optical Network service Ethernet-to-SONET mapped service to IBT, the IBT Port will be billed at 5-year rates and the commitment period for the IBT Port may be extended to be coterminous with the Optical Network commitment period. When IBT service connects to an IOTS or Telephone Company provided DWDM ring service Optical Transport Channel, the IBT port and the IOTS or DWDM ring service Optical Transport Channel must be provided under the same length commitment period (i.e., either 3 year or 5 year term plan).

When IBT is arranged for Switched Access transport, term period billing is available only in states where Expanded Interconnection has become operational and either:

- a total within the state of 100 DS1 equivalent Entrance Facility Office Channel Terminations have been provided in the Zone 1 serving wire centers, access tandems or remote nodes in that state or;
- an average of 25 DS1 equivalent Entrance Facility Office Channel Terminations have been provided per Zone 1 serving wire center, access tandem or remote node in that state.

The month-to-month billing option is available on IBT arranged as Switched Access transport. For IBT arranged as Special Access transport, month-to-month and term period billing options are available.

(2) At the expiration of a 3 or 5-year term plan, the rates for the expiring term plan will continue until the customer either cancels service or requests a new term plan for its IBT services.

(3) All rate elements associated with an IBT service that is provided on a point-to-point basis between customer designated premises must be in the same rate plan.

(4) OC3/OC3c, STM1, OC12/OC12c and OC48/OC48c point-to-point IBT service arrangements (without the Multiplexing Capability described in Section 26.1.5(B)(3)) are provided subject to standard intervals. The installation of all other IBT service arrangements is based on a negotiated interval as described in 5.2.1 preceding.

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(C) Terms and Conditions (Cont'd)

(5) Any additional charges levied to the Telephone Company for space and power which are required to place ADMs on the Company's side of the network interface will be passed through to the customer.

(6) The customer is responsible to specify, in its order for service, what service configuration is to be contained in each service connection. For multiplexed services, the customer must also specify the IBT multiplexing location involved. Any Switched Access, Special Access or SONET service derived from the IBT facility to the Expanded Interconnection arrangement is subject to the terms and conditions and rates and charges for the type of service involved.

(7) IBT services are covered by a service guarantee as set forth in Section 2.8.1.1(B)(11) preceding.

(8) A change in port or channel termination will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service.

(9) Connections of IBT service to an Expanded Interconnection multiplexing node or virtual collocation arrangement may be a 2-fiber or 4-fiber connection.

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(C) Terms and Conditions (Cont'd)

(10) IBT services which are provided on a month-to-month basis are subject to a one year minimum service requirement. If service is disconnected during the first year, the minimum period charge is 100% of the monthly rate from the date of disconnection through the end of the first year.

(11) IBT services which are provided under 3 or 5 year term plans are subject to termination liability if service is disconnected prior to the end of the term plan. Termination charges are calculated as follows:

- If the disconnect occurs during the first year of service, termination liability is calculated at 100% of the monthly charges for the unexpired portion of the first year, and at 15% of the monthly charges for the remainder of the term plan.
- If the disconnect occurs after the first year of service, termination liability is calculated at 15% of the monthly charges from the date of disconnection through the remainder of the term plan.

(12) When IBT is ordered with STM transmission, both of the customer designated premises involved must use STM transmission.

Termination liability will not apply:

- When cancellation of the IBT Service occurs within thirty (30) days of the effective date of a Telephone Company initiated rate increase and the customer's total monthly rate for the affected IBT Service increased by 8% or more.

- When the service is converted to an IntelliBeam Dedicated SONET Ring as set forth in Sections 6, 7, or 26.1.1 preceding.

- When service is changed to an IBT service of a higher bit rate (i.e., IBT OC3/OC3c to IBT OC12/OC12c, IBT OC48/OC48c, or IBT OC192/OC192c).

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(C) Terms and Conditions (Cont'd)

(12) (Cont'd)

- When the service is changed to an IBT Term Plan with a longer commitment period.
- When the service is changed from a 2-fiber interface to/from a 4-fiber interface.
- When the service is changed from a point-to-point IBT service to a multiplexed IBT facility.

(13) Compatible Channel Interface Codes

The following compatible channel interface combinations are used with IBT.

Compatible CIs

02SOF*	04SMF*
04SOF*	04SMF*
02SOF*	04SNF*
04SOF*	04SNF*
02SOF.D	02CXF.A, B, or C
04SOF.D	02CXF.A, B, or C
04SMF*	04SMF*
04SMF*	04SOF*
04SNF*	04SNF*
04SNF*	02SOF*
04SNF*	04SOF*
02QBF.LL	
04QBF.LL	
02QEF.LL	

* B,D, or F

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(D) Rate Categories

(1) Monthly rates apply for IBT Channel Terminations, Ports*, Channel Mileage, and Multiplexing Capability.

(a) The IBT Channel Termination rate category is divided into three categories, IBT Standard Channel Termination, IBT Office Channel Termination Cross Connect and IBT Virtual Office Channel Termination. (See Note below.)

The IBT Standard Channel Termination rate category provides for the communications path between a customer designated premises and the serving wire center of that premises in the same manner as the Standard Channel Termination rate category applies to Special Access Services as set forth in Section 7.1.2(A) preceding.

The IBT Office Channel Termination Cross Connect rate category provides for the communications path between customer provided fiber optic or microwave facilities and transmission equipment and the Telephone Company serving wire center in the same manner as the Office Channel Termination applies to Special Access Services as set forth in Section 7.1.2(A) preceding. An OCT Termination Charge also applies for each Office Channel Termination cross-connected to either a Telephone Company-provided POT Bay or a customer-provided, Telephone Company-maintained POT Bay at an Expanded Interconnection multiplexing node. (See Note below.)

The IBT Virtual Office Channel Termination rate category provides for the communications path between customer provided fiber optic facilities and transmission equipment and the Telephone Company serving wire center in the same manner as the Virtual Office Channel Termination applies to Special Access Services as set forth in Section 7.1.2(A) preceding.

* IBT ports are not provided at an Expanded Interconnection multiplexing node or virtual collocation arrangement.

Note: See Section 28 for further information.

\# Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(D) Rate Categories (Cont'd)

(1) (Cont'd)

(b) The IBT Channel Mileage rate category provides for the transmission facilities between:
(i) the serving wire centers associated with the two locations involved (i.e., two customer designated premises; two Expanded Interconnection arrangements;
(ii) a customer designated premises and an IBT or point-to-point SONET ser multiplexing location;
(iii) a customer designated premises and an Expanded Interconnection multiplexing node, Expanded Interconnection virtual collocation arrangement or a port/central office extension of an IDSR or Telephone Company provided dedicated SONET ring service;
(iv) two IBT multiplexing locations or two IEF arrangements); or
(v) one IBT multiplexing location and one Telephone Company provided point-to-point SONET transport multiplexing location; or
(vi) one IEF arrangement and one Telephone Company provided SONET entrance facility service arrangement; or
(vii) a customer designated premises and an IOTS or Telephone Company provided DWDM ring service Protected or Unprotected Optical Transport Channel.

(c) The IBT port category provides for a 2-fiber or 4-fiber interface at the customer designated premises.

(d) The Multiplexing Capability optional feature provides for multiplexing of IBT OC3, OC12, and OC48 facilities to Switched Access, Special Access or SONET Service of a lesser capacity. A low speed port also applies for each lesser capacity service that is added to, or dropped from, an IBT multiplexing node.

(2) Nonrecurring charges for IBT apply for the installation of any Channel Termination, Port or Multiplexing Capability optional feature.

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(E) Rate Regulations

(1) IBT Services are subject to a guarantee for service interruptions under the regulations set forth in Section 2.8.1.1(B)(11) preceding.

Ports for IBT are provided as either two fiber network interfaces of the full service bandwidth, or as four fiber interfaces consisting of 2 cards, one working and a second for standby (four fiber 1+1 protection or 4F 1+1).

IBT ports are not provided at an Expanded Interconnection multiplexing node or virtual collocation arrangement.

(2) When mileage is applicable, Channel Mileage for IBT services applies as a Fixed rate per service and a rate Per Mile.

The manner in which the Channel Mileage rate element is measured and rates are applied is in accordance with the regulations set forth in Section 7.4.6 preceding for Special Access Service mileage measurement.

(3) When IBT is provided to a customer designated premises which utilizes IntelliBeam Entrance Facility (IEF) as specified in 26.1.4 preceding, IEF Termination and Interface rates and charges as set forth in Section 30.26.4 following for price band rates and charges and 31.26.4 following for all other rates and charges apply at that premises in lieu of IBT Channel Terminations and Ports.

(4) IBT to an Expanded Interconnection arrangement may be provided with an Enhanced Ordering Option (EOO) as specified in Section 5.2 preceding at the rates and charges set forth in Section 30.26.5(A)(4) following for price band rates and charges and 31.26.5(A)(4) following for all other rates and charges.

(5) IBT Office Channel Terminations and Virtual Office Channel Terminations also provide dark fiber cross-connection of Dedicated Transit Service to collocation arrangements subject to Section 251(C)(6) of the Communications Act of 1934, as amended, subject to the regulations set forth in Section 27 following. (See Note Below)

Note: See Section 28 for further information.

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.5 IntelliBeam Broadband Transport (IBT)# (Cont'd)

(E) Rate Regulations (Cont'd)

(6) When IBT is provided as a facility to an IBT or Telephone Company provided point-to-point SONET service multiplexing node, lower level services which are derived from that facility are subject to the rates and charges and terms and conditions for the type of service involved. The end-to-end transmission parameters for services provided over channels of the IBT facility will be those of the lower bit rate services involved.

(7) Shared Use of an IBT facility occurs when Switched Access and Special Access or SONET Services are provide over the same IBT facility through a common interface. Shared Use of an OC192 IBT facility is not permitted. The regulations governing Shared Use Arrangements are set forth in Section 5.2.7 preceding.

(8) When IBT is provided to a customer designated premises which utilizes IOTS as specified in 7.2.19 preceding, IOTS Protected Point-to-Point or Point-to-Fiber Meet Optical Transport Channel rates and charges, as set forth in Section 30.7.21 following for price band rates and charges and 31.7.21 following for all other rates and charges, apply at that premises in lieu of IBT Channel Terminations and Ports.

(9) When IBT is provided to a customer designated premises which utilizes Telephone Company provided SONET entrance facility service, SONET entrance facility termination and interface rates and charges apply at that premises in lieu of IBT Channel Terminations and Ports.

(10) When IBT is provided to a customer designated premises which utilizes Telephone Company provided DWDM ring service, DWDM ring service protected point-to-point or point-to-fiber meet optical transport channel rates and charges apply at that premises in lieu of IBT Channel Terminations and Ports.

Service availability limited. Refer to footnote on Page 26-46.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.6 IntelliBeam Shared Single Path (ISSP)

(A) General

IntelliBeam Shared Single Path (ISSP) is a Synchronous Transport Level 1 (STS1) channel for the transmission of 51.84 Mbps data between the following locations.

- Customer designated premises to customer designated premises
- Customer designated premises to Expanded Interconnection multiplexing node or virtual collocation arrangement
- Telephone Company wire centers associated with an IEF arrangement(s).
- An IEF arrangement and a customer designated premises, Expanded Interconnection multiplexing node, virtual collocation arrangement, or a Telephone Company wire center where STS1 to DS1 multiplexing is performed.
- An IDSR central office node and a customer designated premises, IEF arrangement, Expanded Interconnection multiplexing node, virtual collocation arrangement, access tandem, end office or Telephone Company wire center where STS1 to DS1 multiplexing is performed.
- Collocated equipment used for interconnection with the Telephone Company or for access to the Telephone Company's unbundled network elements pursuant to Section 251(C)(6) of the Communications Act of 1934, as amended, subject to the regulations set forth in Section 27 following for Dedicated Transit Service.
- Customer designated premises, Expanded Interconnection multiplexing node, Expanded Interconnection virtual collocation arrangement, IEF arrangement or IDSR central office port/extension and an IBT multiplexing node.

ISSP is provisioned over the Telephone Company's shared SONET network and provides customers with 51.84 Mbps which is the electrical equivalent of the Optical Carrier 1 (OC1) or DS3 with additional megabits devoted to SONET overhead information. An STS1 can carry up to 28 DS1s when specifically formatted (mapped). Synchronous mapping of DS1s as VT1.5 occurs inside the SONET network and is provided with the ISSP optional feature STS1 to DS1 multiplexing at the rates and charges set forth in Section 30.26.6 following for price band rates and charges and 31.26.6 following for all other rates and charges.

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.6 IntelliBeam Shared Single Path (ISSP) (Cont'd)

(A) General (Cont'd)

ISSP is provided where SONET facilities are available with sufficient bandwidth capacity to meet the customer's request. For
Special Access transmission to a customer designated premises, ISSP is provided with either an STS1 or DS3 interface. In all other cases, ISSP is provided with a STS1 interface only. The network channel interface defines the bit rate and characteristics of the channel. The following interface options used with ISSP.

Interface	Channel Interface
STS1	04ST6.A
DS3	04DS6.44

ACCESS SERVICE

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.6 IntelliBeam Shared Single Path (ISSP) (Cont'd)

(B) Optional Features and Functions

DS1s multiplexing up to DS3 occurs outside the SONET network and requires DS3 to DS1 multiplexing at Telephone Company wire centers capable of performing such functions as described in Sections 6. and Section 7. preceding for Switched Access and Special Access Services, respectively. DS1s mapped at VT1.5s up to a STS1 service can be multiplexed with the optional feature of STS1/DS1 multiplexing at designated wire centers.

(C) Terms and Conditions

(1) ISSP is available on a month-to-month basis or for a term period of 3 or 5 years. The rates and charges for ISSP include channel terminations, channel mileage and the optional feature of STS1 to DS1 Multiplexing, when applicable. The channel termination rate element is divided into three categories as being a Standard Channel Termination, an Office Channel Termination or a Virtual Office Channel Termination. The manner in which the channel termination rate element is applied is in accordance with the regulations set forth in Sections 6.1.3 or 7.1.2 preceding for the Switched Access Service Entrance Facility channel termination or the Special Access Service channel termination, respectively. The channel mileage rate element consists of a Fixed rate and a rate Per Mile. The manner in which the Channel Mileage rate element is measured and rates are applied is in accordance with the regulations set forth in Sections 6.7.11 and 7.4.6 preceding for Switched Access and Special Access Service mileage measurement, respectively.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.6 IntelliBeam Shared Single Path (ISSP) (Cont'd)

(C) Terms and Conditions (Cont'd)

(1) (Cont'd)

At the expiration of a 3 or 5 year term plan, the service will be converted to month-to-month billing and rated at the then prevailing rates for month-to-month service. The customer will also have the option of subscribing to any then effective term plan billing in lieu of service being provided as month-to-month.

(2) The rates and charges for any other Switched Access, Special Access or SONET service connected to ISSP are subject to the rates and charges for the specific service being provided.

The minimum service period for ISSP is twelve months.

(3) Customers who order an ISSP must specify how the signal is to be mapped, i.e., VT1.5 or DS3 mapped (see definitions for Virtual Tributary and SONET in Section 2.6 preceding).

(4) ISSP channel terminations, channel mileage and optional features are subject to the guarantees set forth in Section 2.8.1.1(B)(12) preceding for service interruptions.

(5) ISSP to an Expanded Interconnection multiplexing node or virtual collocation arrangement may be provided with an Enhanced Ordering Option (EOO) as specified in Section 5.2 preceding at the rates and charges set forth in Section 30.26.6 following for price band rates and charges and 31.26.6 following for all other rates and charges.

(6) ISSP Office Channel Terminations and Virtual Office Channel Terminations also provide STS1 cross-connection of Dedicated Transit Service to collocation arrangements subject to Section 251(C)(6) of the Communications Act of 1934, as amended, subject to the regulations set forth in Section 27 following.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.6 IntelliBeam Shared Single Path (ISSP) (Cont'd)

(D) Termination Liability

ISSP services which are provided on a month-to-month basis are subject to a one year minimum service requirement. If service is disconnected during the first year, the minimum period charge is 100% of the monthly rate from the date of disconnection through the end of the first year.

ISSP services which are provided under 3 or 5 year term plans are subject to termination liability if service is disconnected prior to the end of the term plan. Termination charges are calculated as follows:

- If the disconnect occurs during the first year of service, termination liability is calculated at 100% of the monthly charges for the unexpired portion of the first year, and at 15% of the monthly charges for the remainder of the term plan.
- If the disconnect occurs after the first year of service, termination liability is calculated at 15% of the monthly charges from the date of disconnection through the remainder of the term plan.

ISSP may be cancelled without termination liability when cancellation of the ISSP occurs within thirty (30) days of the effective date of a Telephone Company initiated rate increase and the customer's total monthly rate for the affected ISSP Service increased by 8% or more.

Termination liability will not apply for conversions to a longer term plan.

26. SONET Services (Cont'd)

26.1 Service Descriptions (Cont'd)

26.1.6 IntelliBeam Shared Single Path (ISSP) (Cont'd)

(D) Termination Liability (Cont'd)

Termination liability will not apply if the customer meets the requirements for portability which is defined as the replacement of an ISSP channel termination, channel mileage or optional feature with another ISSP channel termination, channel mileage or optional feature for the balance of the commitment period. Portability requirements are as follows:

(1) The replacement ISSP rate element must not already be in a term plan.

The orders to accomplish the replacement are placed with the Telephone Company at the same time with due dates which are within 90 days of each other, and are related by a related purchase order number.

The service may be moved to another location in the same Telephone Company operating territory, provided that the service was maintained in the initial location for one year.

The replacing ISSP rate element is subject to all applicable nonrecurring charges and minimum period requirements.

27. Interconnection Between Collocated Spaces

27.1 Dedicated Transit Service (DTS)

Unless otherwise specified herein, general regulations contained in other sections of this tariff apply in addition to the regulations contained in this section.

27.1.1 Description

(A) The Telephone Company provides Dedicated Transit Service (DTS) which allows a collocating telecommunications carrier to interconnect its network with that of another telecommunications carrier at the Telephone Company's premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same Telephone Company premises pursuant to Section 251(C)(6) of the Communications Act of 1934, as amended. DTS is provided between the collocated arrangements (physical and virtual) of the same or of two different collocated customers in the same Telephone Company premises, using Telephone Company provided distribution facilities. DTS is available at DS1 and DS3/STS1 electrical, or using dark fiber, provided that the collocated equipment is also used for interconnection with the Telephone Company or for access to the Telephone Company's unbundled network elements. In addition, the Telephone Company will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) basis as requested by a collocating telecommunications carrier.

(B) DTS is only available when both collocated arrangements (either physical, or virtual) are within the Telephone Company premises.

(C) The DTS arrangement requires one collocated customer to provide cable assignment information for itself as well as for the other collocated customer. The Telephone Company will not make cable assignments for DTS.

(TR 1)

27. Interconnection Between Collocated Spaces (Cont'd)

27.1 Dedicated Transit Service (DTS) (Cont'd)

27.1.1 Description (Cont'd)

(D) DTS also allows for one collocated customer to connect two of its virtual collocation arrangements in the same Telephone Company premises (virtual collocation cascading arrangement).

(E) DTS is provided at the same transmission level from collocated customer to collocated customer.

27.1.2 Responsibility of the Customer

(A) The ordering customer is responsible for all ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record.

(B) The customer ordering DTS must provide a letter of agency from the customer to which it is connecting authorizing the connection and facility assignment.

(C) The ordering customer must submit to the Telephone Company written certification that more than ten percent (10%) of the amount of traffic to be transmitted through its DTS connection will be interstate. The Telephone Company will accept the certification unless the Federal Communications Commission grants a Section 208 complaint filed by the Company that challenges the certification.

27. Interconnection Between Collocated Spaces (Cont'd)

27.1 Dedicated Transit Service (DTS) (Cont'd)

27.1.3 Application of Rates and Charges

(A) Nonrecurring charges apply for the installation of DTS between collocated arrangements as follows:

(1) A Service Order Charge applies which includes the costs for order placement and issuance provided by the Telephone Company.

(2) A Circuit Provisioning Charge applies which includes the costs for circuit engineering, circuit wiring and turn-up, etc. Provisioning charges apply per DS1 or DS3/STS1 or for the provision of dark fiber.

The Service Order Charge and the Circuit Provisioning Charge apply in lieu of the applicable nonrecurring charge for the type of cross-connect involved (i.e., Office Channel Termination Cross-Connect or Virtual Office Channel Termination). (See Note below.)

(B) Monthly rates apply as a transmission-specific recurring rate to each collocated arrangement included in the DTS arrangement.

The monthly rate for DS1 or DS3/STS1 DTS is the applicable Office Channel Termination or Virtual Office Channel Termination monthly rates for the type and speed of service involved. The monthly rates for DS1 and DS3 channel terminations are set forth in Section 31.7.9 following and in Section 31.26.6 following for STS1 channel terminations.

For dark fiber DTS, a Dark Fiber DTS Connecting Channel Termination monthly rate will apply for each fiber connection to a collocation arrangement. The monthly rates for Dark Fiber DTS Connecting Channel Terminations are set forth in Section 31.27 following.

(C) When DTS is provided using lit fiber or other technically feasible cross-connection arrangement for which general tariff rates and charges do not already exist, the rates and charges for DTS will be developed on an Individual Case Basis and filed in Section 31.27 following.

Note: See Section 28 for further information.

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28. Expanded Interconnection

Expanded Interconnection is available to customers in either physical* or virtual interconnection arrangements.

Fiber Optic Expanded Interconnection provides a customer with space and associated requirements such as power and environmental conditioning within a Telephone Company serving wire center, access tandem or certain remote nodes to locate certain fiber optic facilities and transmission equipment#, and a connection to certain Telephone Company provided services. Fiber Optic Expanded Interconnection is available to customers in either physical or virtual interconnection arrangements utilizing their own fiber optic facilities, Telephone Company facilities (i.e., High Capacity Access Services) or facilities of a third party.

Microwave Expanded Interconnection provides a customer with space and associated requirements such as power and environmental conditioning upon a Telephone Company serving wire center, access tandem or certain remote nodes to locate certain terrestrial point to point microwave facilities and transmission equipment, and a connection to certain Telephone Company provided services. Microwave Expanded Interconnection is available to customers in physical interconnection arrangements only.

Hereinafter in this Section 28 following, the term customer facilities shall include facilities provided by the customer, facilities which are leased by the customer to the Telephone Company or a third party (i.e., Competitive Fiber Provider), or facilities provided by the customer for which a Bill of Sale is executed as described in Section 28.1.6(B)(2) following. The provision of facilities involving a third party are set forth in 28.11 following.

Customer provided microwave facilities and transmission equipment may be located in, on or above the exterior walls and roof of Telephone Company serving wire centers, access tandems or certain remote nodes. Microwave antenna support structures may be provided by the Telephone Company or the customer and may also be located in, on or above the exterior walls and roof of the Telephone Company serving wire centers, access tandems or certain remote nodes.

* See Section 28.1, 28.6 and 28.10 for further information.

The following provision applies with regard to IntelliBeam Optical Transport Service (IOTS) Partial Ring Service provided by the Telephone Company pursuant to Section 7 of this tariff. Because the collocation of customer-provided transmission equipment within close proximity to the Telephone Company's IOTS device (node or amplifier) may interfere with the operation of IOTS, notwithstanding anything in this tariff limiting Expanded Interconnection collocation to transmission equipment, customer-provided fiber optic cross connect equipment may be collocated in an Expanded Interconnection collocation arrangement in a Telephone Company central office, in lieu of collocated transmission equipment, for interconnection with an IOTS Partial Ring Service provided by the Telephone Company, in accordance with the rates and other provisions of this tariff applicable to the collocation of transmission equipment.

28. Expanded Interconnection# (Cont'd)

Fiber Optic and Microwave Expanded Interconnection is available in the FairPoint Telephone Companies' serving wire centers, access tandems or certain remote nodes as specified in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF F.C.C. NO. 4. In addition, the Telephone Company maintains the Collocation Space Summary, which associates the central offices contained in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF F.C.C. NO. 4 with their designations as Physical, SCOPE, or Virtual and may be found on the Telephone Company's Internet website at http://www.fairpoint.com/

Expanded Interconnection alternatives will be provided subject to the provisions specified in 28.10 following.

The Telephone Company will file with the Federal Communications Commission rates and charges for space and associated requirements in a serving wire center, where Expanded Interconnection rates and charges have not been established under this tariff within forty-five (45) days' of a written request for Expanded Interconnection in that serving wire center, to become effective upon forty-five (45) days' notice.

In addition, the Telephone Company will file with the Federal Communications Commission rates and charges for space and associated requirements in a remote node that serves as a rating point for switched transport, provided that the remote node is capable of routing outgoing traffic to a customer and in which customers can route terminating traffic to the Telephone Company provided the remote node has the necessary space and technical capabilities required to provide Expanded Interconnection within forty-five (45) days' of a written request for Expanded Interconnection in that remote node, to become effective upon forty-five (45) days' notice.

Fiber Optic Expanded Interconnection will be provided subject to the provisions specified in Section 28.1 through 28.5 and 28.9 following and 2.1 preceding.

Microwave Expanded Interconnection will be provided subject to the provisions specified in Section 28.6 through 28.8 and 28.9 following and 2.1 preceding.

See Page No. 28-3 for further information.

28. Expanded Interconnection (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General

The regulations set forth in this Section 28.1 apply to the following:

(1) Virtual Expanded Interconnection arrangements

(2) Fiber Optic Expanded Interconnection arrangements which are in-service or on order (i.e., an Expanded Interconnection application has been submitted to the Telephone Company) prior to February 17, 2004 and have not converted under 28.1.1(H) following.

Except as set forth above, physical collocation is available pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003.

Interconnections are available on a first-come first-served basis subject to the availability of space and facilities in each serving wire center, access tandem or remote node on a negotiated interval. Specific designations for Physical, Virtual and SCOPE arrangements are shown on the Collocation Space Summary, which can be found on the Telephone Company's Internet website at http://www.fairpoint.com/. The minimum period for which Fiber Optic Expanded Interconnection is provided is three months.

The Telephone Company will provide Expanded Interconnection to the collocated customer for the following types of Special Access Service as specified in Section 7. preceding, SONET Service as specified in 26.1.5 preceding and advanced data services as specified in Section 14.

- High Capacity Service
  - 1.544 Mbps
  - 44.736 Mbps (Electrical)
- FairPoint Enterprise DS1 Service
- FairPoint Enterprise DS3 Service
- IntelliBeam Shared Single Path (ISSP)
- IntelliBeam Broadband Transport (OC-3, OC-3c, OC-12, OC-12c or OC48c)
- LAN Extension Service (LES)
- IntelliBeam Optical Transport Service (IOTS) Partial Ring
- IntelliBeam Dedicated SONET Ring (IDSR) Partial Ring Service
- IP Port service
- TransConnect LAN Service
- Optical Network

(TR 1)

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

In addition, the Telephone Company will provide Expanded Interconnection to the collocated customer for the following types of Switched Access Service as specified in Section 6. preceding:

- Feature Groups B, C and D provided with a DS1 or DS3 Entrance Facility
- Circuit Switched Trunk bsa - Options 1, 2, 3 and 4 provided with a DS1 or DS3 Entrance Facility
- Directory Access Service
- IntelliBeam Shared Single Path (ISSP)

Either the collocated customer or another customer under common ownership with the collocated customer may order service to that collocated customer's Expanded Interconnection multiplexing node or virtual collocation arrangement. The ordering customer will be considered to be under common ownership with the collocated customer if the ordering customer (directly or indirectly) owns or controls, or is owned or controlled by, or is under common ownership or control with, the collocated customer. For purposes of ordering on a common ownership basis, the term "own" means to own an equity interest (or the equivalent thereof) of more than fifty (50) percent.

Within forty-five (45) days of receipt of a written request for interconnection of Special Access or Switched Access Services other than those listed above, the Telephone Company will file to allow interconnection of such service(s) to be effective upon forty-five (45) days' notice.

In addition, the Telephone Company will provide an Enhanced Ordering Option (E00), as specified in Section 5.2 preceding, which allows a customer other than the collocated customer or a customer under common ownership with that collocated customer to order service to an Expanded Interconnection multiplexing node or virtual collocation arrangement as agent for the collocated customer.

Customer's facilities shall not physically, electronically, or inductively interfere with the Telephone Company's or other customer's or tenant's facilities and must comply with the Technical Specifications specified in Section 28.1.5 following.

The customer must perform all work using vendors that meet the same requirements as vendors who perform work for the Telephone Company. Such vendors must comply with the requirements specified in the Certification Process for Central Office Detail Engineering and Installation/Removal Services (NIP-74166, Issue No. 1).

The Telephone Company may provide shared conduit with dedicated inner duct.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.1 Provision of Service - Multiplexing Node

(A) Reserved for future use.

(B) The customer will pay a maintenance of service charge, as specified in Section 13.3.1 preceding, whenever Telephone Company personnel are required to identify a trouble as being on the customer's side of the point of termination, e.g., in the connection cabling or associated cross connection.

(C) If at any time the Telephone Company determines that any customer facilities or equipment or the installation of the customer's facilities or equipment does not meet the requirements outlined n this tariff, the customer will be responsible for the costs associated with the removal of such facilities or equipment or modifications of the facilities or equipment or installation thereof to render if compliant. If the customer fails to correct any non-compliance with these standards within fifteen (15) days' written notice to the customer, the Telephone Company may have the facilities or equipment removed or the condition corrected at the customer's expense.

(D) If the Telephone Company reasonably determines that any customer activities, equipment or facilities are unsafe, do not meet the specifications described in 28.1.7 following or are in violation of any applicable fire, environmental or other laws or regulations, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment or place it on hold. When such conditions do not pose an immediate threat to the safety of the Telephone Company's employees, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities of the Telephone Company, the Telephone Company will provide the customer fifteen (15) days written notice to correct the condition. However, when such conditions pose an immediate threat to the safety of the Telephone Company's employees, interfere with the performance of the Telephone Company's service obligations, or pose and immediate threat to the physical integrity of the conduit system or the cable facilities of the Telephone Company, the Telephone Company may perform such work and/or take such action that the Telephone Company deems necessary without prior notice to the customer. In performing any such work and/or action, the Telephone Company will take reasonable steps to minimize disruption to the customer's services and perform its work in a manner similar to comparable work performed by the Telephone Company on its own facilities, equipment or services. The cost of this work and/or actions will be subject to the charges set forth in Section 31.13.2 following

(E) Where the customer intends to modify, move, replace or add to equipment or facilities within or about the multiplexing node and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the customer must request and receive written consent from the Telephone Company. Such consent will not be unreasonably withheld.

See Page No. 28-3 for further information.

28 Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.1 Provision of Service - Multiplexing Node (Cont'd)

(F) The reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted.

(G) Reserved for future use.

(H) The customer may convert a physical Expanded Interconnection multiplexing node to a physical collocation arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, and subject to (1) through (5) following.

(1) The multiplexing node must have been in service on February 17, 2004 or on order (i.e., an Expanded Interconnection application has been submitted to the Telephone Company) under this tariff prior to February 17, 2004.

(2) No later than March 18, 2004, the customer must notify the Telephone Company of its intent to convert its physical Expanded Interconnection multiplexing node by submitting written or electronic notification at the same address/website it would normally submit applications for collocation. The notification must include the 11 character CLLI for the multiplexing node, the total square footage of the multiplexing node, and the tariff or Interconnection Agreement to which it is being converted. Customers in the states of Maine, New Hampshire, and Vermont must also specify if any adjustment due under (4) following should be applied as a one-time credit or as an annual credit of nine (9) installments.

(3) The Telephone Company will convert rates and charges for the physical Expanded Interconnection multiplexing node as set forth in Section 31.28 of this tariff pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22,2003 and subject to (5) following. The effective date for converted arrangements will be March 18, 2004, regardless of the actual date that the customer provided notification to the Telephone Company pursuant to (2) preceding.

\# See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.1 Provision of Service - Multiplexing Node (Cont'd)

(H) (Cont'd)

(4) In the states of Maine, New Hampshire, and Vermont, eligible customers will receive an adjustment to offset the difference between the Space and Facility Charges for space preparation and construction of the multiplexing node assessed and paid under this tariff and the corresponding rates and charges applicable under the state rates, terms, and conditions to which the multiplexing node is converted. The customer has the option to have the adjustment applied as a one-time credit or as an annual credit payable over the first nine (9) years following conversion. The one-time credit amounts and annual credit amounts are set forth in 31.28.1(E)(1) and (E)(2) following, respectively.

(5) The following activities related to the conversion of a multiplexing node pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003 will be completed by the Telephone Company within a timeframe that is reasonable to compete such activities.

(a) Convert the customer’s service records and associated monthly billing to physical collocation in accordance with the applicable state rates, terms, and conditions; and

(b) Convert the associated cross-connects (or Office Channel Terminations, as applicable) to cross-connect services subject to state rates, terms, and conditions; and

(c) Apply either the one-time credit or first installment of the nine (9) year annual credit as requested by the customer pursuant to (H)(2) preceding. When an annual credit is requested, each annual installment will be applied in the same bill period as the first installment was applied. The adjustment amounts are specified in Section 31.28.1(E)(1) and (E)(2) following. The amounts shown for the annual credit include interest at 5.45%.

See Page No. 28-3 for further information.

28 Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.1 Provision of Service - Multiplexing Node (Cont'd)

(H) (Cont'd)

(5) (Cont'd)

For customers who choose to convert their existing collocation arrangements under this tariff to state arrangements, both the one-time credit and the annual credit will be applied against and as reductions in the amounts paid by the customers in the past under this tariff for space preparation in the accounts in which those payments were made. If, as a result of such credit, there is a net balance payable from the Telephone Company to the customer, taking into account all accounts of the customer and all liabilities of the customer to the Telephone Company, the customer will have the option of receiving the net balance as a payment from the Telephone Company or as a continuing credit against future charges.

Credits will not be applied to converted Expanded Interconnection arrangements for which the customer has previously waived claims or executed releases that subsume claims for refund of nonrecurring charges related to Expanded Interconnection under this tariff.

Payment of the annual incentive will continue to the original customer if the multiplexing node is disconnected or the multiplexing node is assigned to a new billing party under the terms specified in 28.9.16 following.

In all cases, the annual adjustment shall cease after nine (9) years.

(I) For customers who do not convert an existing physical collocation arrangement under (H) preceding to a state arrangement, the Telephone Company will provide DC power and other supporting services other than existing cross-connects and existing cable racking and entrance cabling to such arrangements pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003. Charges for cable space, other space, and cross-connects under this tariff will continue to apply to such arrangements for facilities in place as of February 17, 2004.

See Page No. 28-3 for further information.

28 Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.2 Provision of Service - Virtual

(A) Virtual expanded interconnections is offered via a range of OC3, OC12 and OC48 transmission equipment with electrical connections to STS1, DS3 and DS1 services at digital system cross connect (DSX) bays and optical connections to certain OC3, OC12 and OC48 Services. Appropriate Virtual Office Channel Termination rates and charges set forth in 31.6, 31.7 and 31.26 following will apply for these connections.

If the customer requires lower speed interfaces than its terminating equipment provides, the customer has an option to connect its equipment within the same virtual collocation arrangement at electrical DS1, DS3 or STS1 or optical OC3, OC12 and OC48 transmission levels. Such optical connections are provided solely for the connection of equipment dedicated for the customer's specific use. Connecting Virtual Office Channel Termination rates and charges set forth in 31.28 following will apply from the customer's equipment to each of the associated Telephone Company distribution/cross connect frame.

The Expanded Interconnection Access Cable (EIAC) Nonrecurring Charge as set forth in 31.28 following, provides for the cost of engineering, furnishing, and installing the cabling between the collocated equipment and the Telephone Company's distribution/cross connect frames, along with associated termination block or panel. The EIAC Nonrecurring Charge applies.

28.1.3 Description and Use of Multiplexing Node

A customer may establish a multiplexing node in the Telephone Company serving wire center, access tandem or remote node to which the customer constructs fiber optic interconnection cable(s) subject to the following provisions:

(A) The customer may use the multiplexing node solely for the purpose of installing, maintaining and operating customer - provided telecommunications transmission equipment to interconnect with telecommunications services and facilities provided by the Telephone Company in accordance with the rates and regulations specified in this tariff and for no other purpose.

(B) The customer may use the multiplexing node to place transmission equipment owned or leased, installed, operated and maintained by a customer, which interconnects with Telephone Company facilities or transmission equipment in accordance with the rates and regulations specified in this tariff.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.3 Description and Use of Multiplexing Node (Cont’d)

(C) Customers may order multiplexing node that is a minimum of 25 square feet, with a height of approximately eight (8) feet, which may be expanded by an additional 25 square feet (maximum 50 square feet in total); or a customer may order a multiplexing node that is a minimum of 80 square feet, with a height of approximately eight (8) feet, which may be expanded in 20 square foot increments. When expanding the size of a multiplexing node, the additional space will be contiguous to the space associated with the existing multiplexing node.

The charge for a multiplexing node is set forth in Section 31.28.1(A) following as an Expanded Interconnection Space and Facility per office charge which applies for the first 100 square feet. When the multiplexing node is less than 100 square feet, the Expanded Interconnection Space and Facility per office charge will be adjusted by multiplying the difference in the square footage by the Expanded Interconnection Space and Facility additional square foot charge set forth in Section 31.28 following and subtracting that amount from the charge for 100 square feet. When the multiplexing node is more than 100 square feet, the Expanded Interconnection Space and Facility per office charge will be adjusted by multiplying the difference in the square footage by the Expanded Interconnection Space and Facility additional square foot charge set forth in Section 31.28 following and adding that amount to the charge for 100 square feet.

The following example describe the calculation performed to determine the charge for a multiplexing node which is greater than 100 square feet.

Customer requests 120 sq. ft. multiplexing

- For applications received prior to December 26, 1998

	$51,440.20	-	Standard Space and Facility per office charge (first 100 square feet)
+	5,144.00	-	add'l cost (20 sq. ft. X $257.20) of contiguous space
	56,584.20	-	Adjusted Space and Facility per office charge for 120 sq.ft. multiplexing node.

- For applications received after December 26, 1998

	$47,686.20	-	Standard Space and Facility per office charge (first 100 square feet)
+	4,768.60	-	add'l cost (20 sq. ft. X $238.43) of contiguous space
	52,454.80	-	Adjusted Space and Facility per office charge for 120 sq.ft. multiplexing node.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.3 Description and Use of Multiplexing Node (Cont'd)

(C) (Cont'd)

The following example describes the calculation performed to determine the charge for a multiplexing node which is less than 100 square feet.

Example 2: Customer requests 25 sq. ft. multiplexing node

- For applications received prior to December 26, 1998

$51,440.20	-	Standard Space and Facility per office charge (first 100 square feet)
- 19,290.00	-	Reduction (75 sq. ft. x $257.20)
32,150.20	-	Space and Facility per office charge for 25 sq.ft. multiplexing node.
		(When expanded by an additional 25 square feet of contiguous space, the additional cost is 25 sq. ft. x $257.20).

- For applications received after December 26, 1998

$47,686.20	-	Standard Space and Facility per office charge (first 100 square feet)
- 17,882.25	-	Reduction (75 sq. ft. x $238.43)
29,803.95	-	Adjusted Space and Facility per office charge for 25 sq.ft. multiplexing node.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.3 Description and Use of Multiplexing Node (Cont’d)

(C) (Cont’d)

Additional space will be provided as needed, where feasible, if the customer's existing space is being "efficiently used" as described following. The Telephone Company will make reasonable efforts to provide additional space contiguous with customer's existing multiplexing node; however, the Telephone Company makes no guarantee to that effect.

The customer may select from the following options regarding the termination of its facilities at its multiplexing node. However, the customer is limited to only one option per multiplexing node.

(1) The Telephone Company will provide the Point of Termination (POT) Bay in a common area located at or near the multiplexing node. Appropriate Office Channel Termination (OCT) charges as set forth in Section 31. following will apply.

(2) The customer will provide the POT Bay, which the Telephone Company will own, install and maintain in a common area located at or near the multiplexing node. Appropriate OCT charges as set forth in Section 31. following will apply.

(3) The customer will provide the POT Bay inside the multiplexing node and will be responsible for installing and maintaining all facilities at the POT Bay. The Telephone Company will deliver the cross connect cable to the multiplexing node with sufficient length to allow the customer to bring it into the multiplexing node and terminate it on the POT Bay. Appropriate OCT charges as set forth in Section 31. following will apply.

Installation of the POT Bay under Option 2 or Option 3 preceding will be subject to the charges set forth in Section 31.13.2 following.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.3 Description and Use of Multiplexing Node (Cont'd)

(D) "Efficiently used" shall mean that the customer has interconnected with Telephone Company Special or Switched Access Services and that substantially all of the floor space is taken up by the transmission equipment as specified in this tariff, metal storage cabinets or work surfaces as needed to provide service. Such transmission equipment must be placed no greater than 20% above the minimum distances permitted by Bellcore Network Engineering Building System (NEBS) Generic Equipment Requirements (GR-63-CORE) and Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE). The determination as to whether or not this criterion is met is solely within the reasonable judgment of the Telephone Company.

If space is needed to accommodate another customer or the Telephone Company's service, the Telephone Company will take back from the customer space that is not being efficiently used. The customer will have one hundred eighty (180) days from notice by the Telephone Company to either meet the criterion for efficient use established preceding or vacate the portion of such space which is not being efficiently used.

(E) The customer provided enclosure must conform with Telephone Company specifications and standards for health, safety and security to which the Telephone Company presently adheres within a serving wire center environment.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.3 Description and Use of Multiplexing Node (Cont'd)

(F) The customer will be permitted to locate customer-provided central office equipment needed to terminate basic transmission facilities within its multiplexing node, including:

- Optical Line Terminating Multiplexers (OLTM)
- Central Office Multiplexers

The customer may not place in its multiplexing node other types of equipment (such as enhanced services or customer premises equipment) except as specified in 28.1.3.(Q) following. A customer may place in its multiplexing node ancillary equipment such as cross connect frames, as well as metal storage cabinets and work surfaces (e.g., tables). Metal storage cabinets and work surfaces must meet Telephone Company serving wire center environmental standards. To help ensure the availability of sufficient space for all customers, the storage cabinets and work surfaces must not take up more than the amount of space specified in 28.1.3(D) preceding which describes the efficient use of space and must meet the Telephone Company's central office environmental standards.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.3 Description and Use of Multiplexing Node (Cont’d)

(G) The Telephone Company will designate the floor space within each serving wire center, access tandem or remote node which will constitute the multiplexing node.

(H) Upon request, where there are two entry points for the Telephone Company cable facilities, the Telephone Company will provide two separate points of entry to the serving wire center, access tandem or remote node for the customer's fiber optic cable except where one entry of a two entry office is filled to capacity.

(I) The Telephone Company is not required to purchase additional plant or equipment, relinquish forecasted space or facilities, or to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a customer's request.

(J) If space and facilities for interconnection in certain serving wire centers, access tandems or remote nodes becomes filled to capacity, the Telephone Company will work cooperatively with the customer to accommodate the customer's request for Expanded Interconnection.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.3 Description and Use of Multiplexing Node (Cont'd)

(K) When a customer occupies more than one multiplexing node within the same serving wire center, access tandem or remote node the customer may interconnect its transmission equipment contained in such spaces. The customer may also interconnect its transmission equipment contained in such space with transmission equipment located in another Interexchange Carrier point of presence already located in the same Telephone Company building as the serving wire center, access tandem or remote node (i.e., a point of presence established under terms other than those specified for Expanded Interconnection). The customer will be responsible for supplying the cabling which the Telephone Company will install and maintain between the multiplexing nodes or multiplexing node and another Interexchange Carrier point of presence using Telephone Company-designated supporting structures at these locations, subject to the charges set forth in Section 31.13.2 following.

The Cable Space rate set forth in Section 31.28 following will apply, per cable, per linear foot.

(L) When a customer utilizes facilities provided by a CFP, the Cable Space rates as set forth in Section 31.28.1(B)(1) following will apply for the support structure between the CATT and the physical Expanded Interconnection arrangement. Specifically, the Cable Space Fixed monthly rate will apply to the CFP and the Cable Space Per Linear Foot, per cable monthly rate will apply to the ordering Expanded Interconnection customer. Provision of service involving a CATT is further described in Section 28.11 following.

(M) Except as set forth in 28.10 following, a customer may not provide or make available to any third party space within its multiplexing node.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.3 Description and Use of Multiplexing Node (Cont’d)

(N) The Telephone Company reserves to itself, its successors and assigns, the right to utilize the space within its serving wire center(s), access tandem(s) or remote node(s) in such a manner as will best enable it to fulfill its own service requirements.

(O) The customer may not construct improvements or make alterations or repairs to the multiplexing node without prior written approval of the Telephone Company which the Telephone Company will not reasonably withhold.

(P) A customer may use the same multiplexing node for both Switched and Special Access Fiber Optic and Microwave Expanded Interconnection.

(Q) The customer may order from the Telephone Company Business Message Rate Service as specified in the Telephone Company's exchange tariffs for its own use (i.e., for administrative purposes) within the multiplexing node. Radio frequency radiating devices (e.g., walkie-talkies, cellular phones, etc.) are not permitted to be used in Telephone Company serving wire centers, access tandems or remote nodes.

28.1.4 Reservation of Space

(A) A customer can request additional space in Telephone Company serving wire centers, access tandems and remote nodes by completing new application form. Customers may only reserve multiplexing node space.

(B) A customer with an existing multiplexing node may reserve space in the same serving wire center, access tandem or remote node which may be used at some future date. If space is available the Telephone Company will reserve the space until such time as it requires the reserved space. The Telephone Company will make reasonable efforts to assign the reserved space so that it is contiguous with the customer's existing multiplexing node, however, the Telephone Company makes no guarantee to that effect.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.4 Reservation of Space (Cont'd)

(C) The Telephone Company reserves the right to manage its own serving wire center, access tandem and remote node conduit requirements and to reserve vacant space as its primary use for facility additions planned within seven years.

28.1.5 Reclamation of Space

(A) The Telephone Company shall have the right, upon six month's notice or a shorter period if required by law as determined by the Telephone Company, to reclaim any multiplexing node, cable space or conduit in order to fulfill its obligations under state and Federal laws and the Telephone Company's tariffs, to provide telecommunications services to its customers. In the event of a reclamation, the Telephone Company will reimburse the customer for reasonable direct costs in connection with the removal of the customer's equipment.

In addition, the Telephone Company shall have the right, upon 180 days' written notice, to terminate this arrangement at any time with respect to any multiplexing node and associated cable and conduit when a state commission requires the Telephone Company to move its serving wire center, access tandem or remote node; when an unsafe or hazardous condition makes abandonment of a serving wire center, access tandem or remote node necessary; or when the Telephone Company makes a reasonable business decision to sell a serving wire center, access tandem or remote node due to network engineering considerations.

(B) The Telephone Company shall have the right to terminate this arrangement at any time with respect to any multiplexing node and associated cable and conduit where the serving wire center, access tandem or remote node premises becomes the subject of a taking by eminent authority having such power. The Telephone Company shall provide the customer with 180 days' written notice of such termination and identify the schedule by

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.5 Reclamation of Space (Cont'd)

(B) (Cont'd)

which the customer must proceed to have customer-provided equipment or property removed from the multiplexing node and associated cable and conduit. The customer shall have no claim against the Telephone Company for any relocation expenses or any part of any award that may be made for such taking that results from a termination by the Telephone Company under this provision, or any loss of business from full or partial interruption of interference due to any termination. However, nothing herein shall be construed as preventing a customer from making its own claim against the eminent authority ordering the taking of the serving wire center, access tandem or remote node premises.

(C) The Telephone Company will negotiate a schedule with the customer under such relocation could be effected. If the Telephone Company provided the multiplexing node enclosure, the Telephone Company will bear only the costs of relocating the multiplexing node enclosure, point of termination and associated Telephone Company cabling. The customer will be responsible for relocating its transmission equipment, facilities and any other property. If the customer provided the multiplexing node enclosure, the Telephone Company will bear only the costs of relocating the point of termination and associated Telephone Company cabling. The customer will be responsible for relocating its multiplexing node enclosure, transmission equipment, facilities and any other property. The customer and the Telephone Company will work together in good faith to minimize any disruption of the customer's services as a result of such relocation.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.5 Reclamation of Space (Cont’d)

(D) The Telephone Company will negotiate a schedule with the customer under which such relocation could be effected. The Telephone Company will bear only the costs of relocating the multiplexing node enclosure, point of termination and associated Telephone Company cabling. The customer will be responsible for relocating its transmission equipment, facilities and any other property. The customer and the Telephone Company will work together in good faith to minimize any disruption of the customer's services as result of such relocation.

(E) Should the Telephone Company need to install additional facilities to any conduit system in which the customer occupies conduit for the purpose of meeting the Telephone Company's own service requirements or for providing for another customer's Expanded Interconnection, the Telephone Company will, after notifying the customer of the additional occupancy, rearrange the customer's facilities in the conduit system as reasonably determined by the Telephone Company, so that additional facilities of the Telephone Company or other Expanded Interconnection customer, may be accommodated.

(F) In an emergency, the Telephone Company reserves the right to rearrange a customer's facilities occupying a conduit, manhole, cable vault, riser system or cable support structure. The Telephone Company will use reasonable efforts to notify the customer prior to rearranging a customer's facilities. If such emergency is a result of the customer's occupancy of space(s) under this tariff or as a result of any act or omission on the part of the customer, its employees, agents or vendors, such rearrangement will be subject to the charges set forth in Section 31.13.2 following.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.6 Description and Use of Virtual Arrangement

(A) The customer shall provide, own, and operate the terminal equipment at their site outside the Telephone Company's central office.

(B) Reserved for future use.

See Page No. 28-3 for further information.

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.6 Description and Use of Virtual Arrangement (Cont'd)

(C) The Telephone Company will exclusively handle the engineering and installation of the virtual collocation arrangement. All physical servicing of the equipment will be done by the Telephone Company or its agents. Any Telephone Company-provided engineering, installation and/or servicing of equipment will be provided in the same manner that it provides this work for itself. The Engineering and Implementation Fee, set forth in 31.28 following, will apply.

(D) When providing its own transport fiber for the virtual collocation arrangement, the customer will arrange placement of the fiber into manhole zero with enough length (as designated by the Telephone Company) to reach the first splice point or a transition splice point (Alternate Splice Area) determined by the Telephone Company at its sole discretion where it will be spliced to Telephone Company-provided fire retardant cable. The customer may also provide its own transport fiber to interconnect its virtual collocation arrangement with transmission equipment located in another Interexchange Carrier point of presence already located in the same Telephone Company building as the serving wire center, access tandem or remote node (i.e., a point of presence established under terms other than those specified for Expanded Interconnection). The Cable Space rate, set forth in 31.28 following, will apply per cable, per linear foot.

(E) The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole toward the customer's location the fiber optic cable remains the customer's responsibility, with the customer performing all servicing and maintaining full ownership.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.6 Description and Use of Virtual Arrangement (Cont'd)

(F) Upon termination of the virtual arrangement, the customer will disconnect and remove its equipment from its collocated space up to the demarcation point and from all other areas identified as common between the customer and the Telephone Company.

(G) Performance and surveillance monitoring and trouble isolation shall be the responsibility of the customer. The customer is not permitted entry into the Telephone Company's central office.

(H) When the customer isolates a trouble and determines that a Telephone Company technician should be dispatched to the equipment location, the customer shall enter a trouble ticket with the Telephone Company. The customer shall provide standard trouble information, including the virtual collocation arrangement's circuit identification, nature of the activity request, and the name and telephone number of the customer's technician/contact. Responses to all equipment servicing needs will be at the customer's direction. Maintenance will not be performed without the customer's direct instruction and authorization. The Telephone Company will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.6 Description and Use of Virtual Arrangement (Cont'd)

(I) A clear distinction must be made by the customer when submitting reports of troubles on the Telephone Company services connected to standard virtually collocated equipment and reports of troubles with non-standard virtually collocated equipment. The former can be handled using Telephone Company technicians and standard processes subject to additional labor charges set forth in 31.13.2 following. The latter will require specially trained technicians familiar with the collocated equipment and is also subject to additional labor charges set forth in 31.13.2 following.

(J) The customer shall provide shop-wired transmission equipment fully pre-equipped with working plug-ins/cards. In addition, the customer shall provide the Telephone Company with maintenance spares for each plug-in/card type. The number of maintenance spares shall be the manufacturer's recommended amount, unless otherwise mutually agreed by the Telephone Company and the customer, provided however, that in no event shall the number of spare plug-ins/cards be less than two (2) of each type. The Telephone Company shall not be held responsible if the customer provides an inadequate supply of plug-ins/cards. In addition to maintenance spares, the customer will also provide any unique tools or test equipment required to maintain, turn-up, or repair the equipment. The customer may, upon request, provide shop-wired transmission equipment that has been partially equipped with working plug-ins/cards. The Telephone Company will provide the proportionate amount of frame terminations for any partially equipped transmission equipment.

(K) The customer shall provide a rack-mountable spare cabinet, in accordance with Telephone Company specifications, to be placed and installed in the central office to contain customer-provided spare plug-ins/cards. The spare plug-in/cabinet(s) and minimum number of maintenance spares must be provided before the virtual collocation arrangement is completed and service is established. These spares must be tested by the customer prior to delivery to the Telephone Company. The amount of spare plug-ins/cards required will be based on the manufacturer's recommended amount, unless otherwise mutually agreed by the Telephone Company and the customer. The Spare Cabinet rate set forth in 31.28 following will apply, per half rack or fraction thereof, for the space required for the cabinet.

See Page No. 28-3 for further information.

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.6 Description and Use of Virtual Arrangement (Cont'd)

(L) Upon request, where there are two entry points for the Telephone Company cable facilities, the Telephone Company will provide two separate points of entry to the serving wire center, access tandem or remote node for the customer's fiber optic cable except where one entry of a two entry office is filled to capacity.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.7 Technical Specifications

(A) Customer equipment must conform to the technical specifications set forth in (F) following.

(B) Customer equipment and the installation of customer's equipment must also comply with the Network Equipment Installation Standards Information Publication (IP-72201).

(C) Customer equipment must also comply with the NYNEX Digital Environmental Requirements (NIP 74165), as they relate to fire, safety, health, environmental, and network safeguards, and ensure that customer provided equipment and installation activities do not act as a hindrance to Telephone Company services or facilities.

(D) Customer or competitive fiber provider facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (C), rules and regulations of the Occupational Safety and Health Act (OSHA), and any governing authority having jurisdiction.

(E) All customer or competitive fiber provider entrance facilities and splices must comply with Bellcore Generic Specification for Optical Fiber and Optical Fiber Cable (GR-20-CORE), Generic Requirements for Cable Entrance Splice Closures for Copper Cable (TR-NWT-001058), Cable Entrance Facility (CEF) and Building Planning Provisions (BR-760-200-030) and Blue Book Manual of Construction Procedures (SR-TAP-001421) as they relate to fire, safety, health, environmental safeguards and interference with the Telephone Company services and facilities. For virtual arrangements, such requirements include but are not limited to:

- The fibers must be single mode.
- The fibers optic units must be of loose tube (12 fibers) or ribbon (12 fibers) design.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.7 Technical Specifications (Cont'd)

(E) (Cont'd)

- The fiber cable must be marked according to the cable marking requirements in GR-20-CORE, Section 6.2.1-4.
- The fiber must be identified according to the fiber and unit identification (color codes) in GR-20-CORE, Section 6.2.5.
- Unless otherwise mutually agreed, the outer cable jacket shall consist of a polyethylene resin, carbon black, and suitable antioxidant system.
- Silica Fibers shall be fusible with a commercially available fusion splicer(s) that is commonly used for this operation.

See Page No. 28-3 for further information.

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.7 Technical Specifications (Cont'd)

(F) The equipment located within the customer's multiplexing node must comply with the Bellcore Equipment Requirements (GR-63-CORE), Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE), Generic Physical Design Requirements for Telecommunications Products and Equipment (TR-NWT-000078), Power (TR-NWT-000513) and Isolated Ground Planes: Definition and Application to Telephone Central Offices (TR-NWT-000295). This equipment must also comply with the Network Equipment Installation Standards Information Publication (IP-72201), NYNEX Central Office and Electronic Equipment Enclosures (EEEs) Grounding Requirements (NIP-74162), Workmanship Requirement Profile and the Telephone Company's Central Office Engineering Environmental and Transmission Standards as they relate to fire safety, health, environmental safeguards, or interference with Telephone Company services or facilities.

Where a difference in specification may exist, the more stringent shall apply.

The Telephone Company does not assume responsibility for the design, engineering, testing, or performance of the customer's equipment and facilities.

(G) The Telephone Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE).

(H) The customer, at its own cost, shall comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of any Board of Fire Underwriters or any similar body which shall impose any violation, order or duty upon the Telephone Company or customer with respect to the serving wire center, access tandem or remote node whether or not arising out of the customer's use or manner of use.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.8 Telephone Company Access to Multiplexing Node

The customer will provide emergency access to its multiplexing node at all times to allow the Telephone Company to react to emergencies, to maintain the space (where applicable) and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health and environmental safeguards. If conditions permit, notification of access will be provided and the customer will have the option to be present at the time of access.

28.1.9 Mixed Use Expanded Interconnection

Customers who interconnect interstate services provided under the regulations specified in this tariff at a multiplexing node or virtual collocation arrangement established under an intrastate tariff will be subject to the regulations specified in Section 2.3.10 preceding.

28.1.10 Rates and Charges

The customer is subject to nonrecurring charges and/or recurring rates for use of Telephone Company owned space and facilities and for the provisioning of customer provided facilities within the serving wire center, access tandem or remote node. The rates and charges for Fiber Optic Expanded Interconnection are set forth in Section 31.28 following.

Office Channel Termination monthly rates as set forth in Sections 31.6, 31.7 or 31.26 following also apply for connection of Switched Access, Special Access or SONET service, respectively, to the physical Expanded Interconnection arrangement which has not converted under 28.1.1(H) preceding. The Office Channel Termination cross-connect nonrecurring charge applies to each Switched Access, Special Access or SONET service terminated to a physical collocation arrangement.

Virtual Office Channel Termination rates and charges as set forth in Sections 31.6, 31.7 or 31.26 following also apply for connection of Switched Access, Special Access or SONET service, respectively, to the Expanded Interconnection virtual collocation arrangement.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.1.11 Special Construction of Facilities

When Special Construction of facilities is required for the provision of Expanded Interconnection, the regulations, rates, charges and liabilities for Special Construction apply as set forth in Section 20.

28.2 Undertaking of the Telephone Company - Fiber Optic - Physical

The regulations set forth in this Section 28.2 apply to Expanded Interconnection arrangements which are in-service or on order (i.e., an Expanded Interconnection application has been submitted to the Telephone Company) prior to February 17, 2004 and have not converted under 28.1.1(H) preceding.

Except as set forth above, physical collocation is available pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003.

The Telephone Company will provide floor space, commercial AC power and DC power with battery and generator back-up, heat, air conditioning and other environmental support to the customer's equipment, in the same manner that it provides such support items to its own equipment within that serving wire center, access tandem or remote node.

28.2.1 Power

(A) The Telephone Company will supply the space and 110V AC power as well as work and services which support the overall operation of the serving wire center, access tandem or remote node.

(B) The Telephone Company will provide 110V AC power for two electrical outlets and lighting for frames within the multiplexing node.

(C) -48V battery-backed DC Power is not available.

28.2.2 Provision of Space

(A) The Telephone Company will provide space within the cable riser, cable rack support structure and cable vault needed to reach the multiplexing node or to connect a multiplexing node with another Interexchange Carrier point of presence already located in the same Telephone Company building as the serving wire center, access tandem or remote node (i.e., a point of presence established under terms other than those specified for Expanded Interconnection).

(B) The Telephone Company will provide cable space within the serving wire center, access tandem or remote node Entrance Manhole and the access conduit to the serving wire center, access tandem or remote node.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.2 Undertaking of the Telephone Company - Fiber Optic - Physical (Cont'd)

28.2.3 Occupancy

(A) The Telephone Company will grant access to space, for purposes of placing equipment, upon:

- the completion of the design and construction work including cut down of Telephone Company cabling at the point of termination based on the type of service requested.

The Telephone Company will grant occupancy for all spaces upon:

- the completion of the Telephone Company's post installation inspection to visually determine if the customer's installation of transmission equipment and facilities complies with the regulations specified in this tariff.

(B) The Telephone Company will use reasonable efforts to provide occupancy of the multiplexing node(s) on time and will keep the customer advised of any delays.

(C) The Telephone Company shall not be liable to a customer in any way as a result of failure to provide occupancy, provided that the Telephone Company has used its reasonable efforts to provide occupancy within the negotiated interval.

(D) In the event the Telephone Company is delayed in providing occupancy to the customer for any reason other than the acts or omissions of the customer, the customer shall not be obliged to pay the rates and charges specified in Section 31.28 following until the date the Telephone Company provides occupancy of the multiplexing node to the customer.

28.2.4 Provision of Service

(A) The Telephone Company, upon receipt of a customer's application, will make available to the customer at cost any Telephone Company-specific documentation listed in Section 28.1.7 preceding and shall advise the customer how to obtain Bellcore documentation and all other specifications listed in that section of the tariff.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.2 Undertaking of the Telephone Company - Fiber Optic - Physical (Cont'd)

28.2.4 Provision of Service (Cont'd)

(B) The Telephone Company will work cooperatively with the customer to develop an equipment layout that complies with the specifications described in Section 28.1.7 preceding to be placed within the multiplexing node, in order to minimize space requirements.

(C) The Telephone Company will conduct a pre-construction survey for each customer request for a multiplexing node, cable space and conduit for which occupancy is requested to determine the availability of such spaces to accommodate a customer's facilities. In determining the availability of space in the Telephone Company's conduit system, serving wire center, access tandem or remote node, the Telephone Company will consider, and give preference to, its present and foreseeable needs for such spaces in order to fulfill its obligations to provide its tariffed services to its other customers.

(D) The Telephone Company will use reasonable efforts to notify the customer within fourteen (14) business days as to whether or not the request can be met. If space is available, the Telephone Company will negotiate a date with the customer as to when construction of the multiplexing node as set forth in Section 5.2.1(B) preceding may commence.

(E) The Telephone Company shall designate all spaces to be occupied by the customer's facilities.

(F) The Telephone Company will charge the customer for the design and construction work associated with Expanded Interconnection as set forth in Section 31.28 following.

See Page No. 28-3 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.2 Undertaking of the Telephone Company - Fiber Optic - Physical (Cont'd)

28.2.4 Provision of Service (Cont'd)

(G) The Telephone Company will notify the customer, in writing, of the completion of the design and construction work. Design and construction work includes all work performed by or on behalf of the Telephone Company, including but not limited to, all space design and preparation, the rearrangement of existing facilities, design and construction of the multiplexing node enclosure (for Expanded Interconnection applications received prior to December 26, 1998 only), design and placement of required support structures penetration of the building envelope or any other activity required to accommodate the installation of the customer's facilities in the Telephone Company space(s) covered under this tariff, including participation and work by the Telephone Company on behalf of the customer as part of the process to obtain any necessary permits, licenses or variances.

(H) The Telephone Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure.

(I) The Telephone Company will allocate common riser ducts and common racking where possible.

(J) When the Telephone Company maintains the POT Bay for the customer, the Telephone Company will designate point(s) of termination on cross connect frames or similar devices within the serving wire center, access tandem or remote node as the point(s) of physical demarcation between the customer's facilities and the Telephone Company's facilities. The cross connect frames where the point of termination(s) are located will be provided at or near the multiplexing node. The customer may designate specific cross connects within the frame on a service by service basis when the order for such service is placed.

(K) When the Telephone Company maintains the POT Bay for the customer, the Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company side of the point of termination.

See Page No. 28-3 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.2 Undertaking of the Telephone Company - Fiber Optic - Physical (Cont'd)

28.2.4 Provision of Service (Cont'd)

(L) The Telephone Company is responsible for the installation and maintenance of the customer-provided fiber optic cable from the serving wire center, access tandem or remote node Entrance Manhole to the multiplexing node or from the multiplexing node to another Interexchange Carrier point of presence already located in the same Telephone Company building as the serving wire center, access tandem or remote node (i.e., a point of presence established under terms other than those specified for Expanded Interconnection) and for the customer provided fiber optic feeder cable in the conduit. The Telephone Company will extend the customer's fiber optic cable to the cable vault and splice the cable to customer-provided fire retardant riser cable and deliver it to the customer's multiplexing node or from the multiplexing node to another Interexchange Carrier point of presence already located in the same Telephone Company building as the serving wire center, access tandem or remote node (i.e., a point of presence established under terms other than those specified for Expanded Interconnection) subject to the charge specified in Section 31.13.1 following. The Telephone Company will also tag all entrance facilities to indicate ownership.

(M) The Telephone Company will work cooperatively with the customer to accommodate as many Expanded Interconnection arrangements as possible at serving wire centers, access tandems or remote nodes where there is limited physical space available.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.2 Undertaking of the Telephone Company - Fiber Optic - Physical (Cont'd)

28.2.5 Business Integrated Timing Supply (BITS

(A) Business Integrated Timing Supply (BITS) provides a synchronized timing source for the customer’s electronic communication equipment from a central source within the Telephone Company's network. BITS is the synchronization architecture which the Telephone Company utilizes to distribute and synchronize timing throughout its network. With BITS, timing is distributed from a primary timing reference source to Stratum level clocks or other timing devices within Telephone Company central offices. Timing is extended to various network elements within the central office over cabling from output cards on Timing Signal Generator (TSG) units installed in the central offices. Timing output cards are provided with automatic switching to protect timing should the primary card fail. The BITS/TSG regenerates the primary reference source synchronization signal and reformats the signal into either DS1 or 64 kbps Composite Clock format, as required by the digital network elements to which timing is extended.

(B) The Telephone Company will extend timing from output ports on the TSG to the customer’s network elements within its Virtual collocation arrangement or to the Point of Termination (POT) Bay of its Physical or SCOPE Collocation arrangement. Cabling from the POT Bay to the network elements located within the Physical or SCOPE arrangement are the responsibility of the customer. The maximum cable distance and type of cable to be used are determined by the type of timing signal required (i.e., DS1 or Composite Clock). Distance limitations, cable requirements, and other technical requirements are contained in technical references GR-436-CORE, GR-1244-CORE, and ANSI T1.101.

(C) The customer must specify BITS timing in its initial or augment Collocation application and is subject to the appropriate Design and Planning fee for the type of application involved.

(D) BITS is only available to customers for DS1 and Composite Clock timing requests, subject to the availability of the timing source in the central office involved.

(E) The rates for BITS when extended to a physical Expanded Interconnection arrangement are set forth in Section 31.28.1(B)(4) following and include monthly and nonrecurring charges. Both charges are applied per timing output port requested by the customer.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.3 Obligations of the Customer - Fiber Optic - Physical

The regulations set forth in this Section 28.3 apply to Expanded Interconnection arrangements which are in-service or on order (i.e., an Expanded Interconnection application has been submitted to the Telephone Company) prior to February 17, 2004 and have not converted under 28.1.1(H) preceding.

Except as set forth above, physical collocation is available pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003.

28.3.1 Requests for Service

(A) Customers must request Expanded Interconnection through their Telephone Company point of contact. The point of contact will provide the customer with an Expanded Interconnection Application (EIA) through which they must convey their requirements for space and associated requirements such as power and environmental conditioning, and any other matters of a special nature pertaining to customer occupancy.

(B) The customer shall complete a written application for occupancy of any multiplexing node, cable space or conduit.

(C) The customer must pay the Telephone Company 20% of the total Space and Facility nonrecurring charges, as specified in Section 31.28 following at the time the customer submits to the Telephone Company the completed application for occupancy of any multiplexing node, cable space or conduit. Receipt of the application and payment will determine the order of priority of customer's request.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.3 Obligations of the Customer - Fiber Optic - Physical

28.3.1 Requests for Service (Cont'd)

(C) (Cont'd)

At the time that the Telephone Company provides the customer with its proposal for the design and construction work, the customer must review and sign the proposal, indicating acceptance of the plan and pay the Telephone Company an additional 30% of the total Space and Facility nonrecurring charges. If the Telephone Company does not receive the signed proposal and the additional 30% of the total Space and Facility nonrecurring charge within 30 days of the customer receiving the proposal from the Telephone Company, the Telephone Company will consider the offer rejected and will cancel the application and make available the space allocated for that application to meet additional Expanded Interconnection arrangement requests. The Telephone Company will refund any unused portion of the customer's initial payment of 20% of the total Space and Facility nonrecurring charge which was submitted with the Expanded Interconnection Application.

The balance of the Space and Facility nonrecurring charges will be billed to the customer at the time the Telephone Company grants occupancy of or 30 days from the date the Telephone Company provides access to the multiplexing node, cable space and/or conduit to the customer as specified in Section 28.2.3(A) preceding.

Should a customer vacate its multiplexing node, the customer will be credited with the remaining unamortized amount of the Space and Facility nonrecurring charge upon subsequent occupancy of the same multiplexing node by another customer or if the same multiplexing node is used by the Telephone Company. The subsequent customer will be responsible for payment of the remaining unamortized amount of the Space and Facility nonrecurring charge prior to occupying the multiplexing node.

A customer that chooses to enclose its multiplexing node must arrange with a Telephone Company approved contractor to construct the enclosure.

(D) If a customer withdraws its request, the customer is responsible for any nonrecurring costs incurred by the Telephone Company on behalf of the customer.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.3 Obligations of the Customer - Fiber Optic - Physical (Cont'd)

28.3.2 Installation of Customer Provided Equipment/Facilities

(A) The customer will be responsible for supplying the fiber optic cable(s). In addition, the customer will be responsible for servicing, supplying, repairing, installing and maintaining its transmission equipment located in the multiplexing node.

(B) The customer will provide, install and maintain in its multiplexing node any repeaters which may be necessary as a result of the physical distance between the multiplexing node and the serving wire center, access tandem or remote node terminations of Telephone Company facilities and services. The Telephone Company will employ the same procedures, aimed at minimizing this distance, as it does in conjunction with its own equipment.

(C) The customer will meet with the Telephone Company as needed to review the design and construction work plans and schedules for the multiplexing node, and installation of the customer's equipment within its multiplexing node to ensure that services are installed in accordance with the service request.

See Page No. 28-3 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.3 Obligations of the Customer - Fiber Optic - Physical (Cont'd)

28.3.2 Installation of Customer Provided Equipment/Facilities (Cont'd)

(D) The customer must sign the Design and Construction Work Completion Notice as set forth in Section 28.2.4 preceding, indicating acceptance of the design and construction work and provide the Telephone Company with a deposit, as set forth in Section 28.9.11 following, prior to beginning installation work or occupancy.

(E) Customer access to the multiplexing node will be provided only after receipt of the deposit, and execution of the Design and Construction Work Completion Notice.

(F) The customer must meet all Telephone Company fire, safety and housekeeping requirements.

(G) The customer is responsible for bringing its fiber optic facility to the serving wire center, access tandem or remote node Entrance Manhole. The customer must provide a length of underground fiber optic cable in the serving wire center, access tandem or remote node Entrance Manhole specified by the Telephone Company of sufficient length to be pulled through the serving wire center, access tandem or remote node conduit and into the serving wire center, access tandem or remote node cable vault splice location.

(H) The customer must be required to provide a three year forecast for planning and duct allocation purposes.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.3 Obligations of the Customer - Fiber Optic - Physical (Cont'd)

28.3.2 Installation of Customer Provided Equipment/Facilities (Cont'd)

(I) For Fiber Optic Expanded Interconnection, the Telephone Company reserves the right to prohibit all equipment and facilities, other than cable, form its serving wire center, access tandem or remote node Entrance Manholes. No splicing will be permitted in the serving wire center, access tandem or remote node Entrance Manhole.

(J) The customer must size the facilities to meet three-year forecasted demand, where feasible, in order to avoid unnecessary reinforcements or rearrangements.

(K) The customer is responsible for providing fire retardant riser cables which must comply with the normal Telephone Company practices and safety requirements for Central Office Cabling (TR-NWT-000409 and National Electrical Code) as they relate to fire, safety, health and environmental safeguards.

(L) The customer and the Telephone Company will jointly determine the length of fire retardant cable needed to reach from the splice in the cable vault to the customer's multiplexing node. Special arrangements will be agreed upon to meet unusual conditions such as midspan splicing requirements.

(M) The customer must obtain the Telephone Company’s written approval of customer proposed scheduling of work prior to beginning any construction of its multiplexing node enclosure, delivery, installation, replacement or removal work for equipment and/or facilities located within the customer’s multiplexing node, in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval, and may require scheduling changes. Such approval will not be unreasonably withheld.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.3 Obligations of the Customer - Fiber Optic - Physical (Cont'd)

28.3.2 Installation of Customer Provided Equipment/Facilities (Cont'd)

(N) The customer will be responsible for accepting delivery, installation and maintenance of its equipment. The customer shall have the right to use a portion of the serving wire center, access tandem or remote node and loading areas designated by the Telephone Company, if available, on a temporary basis during the customer's equipment installation work in the multiplexing node. These temporary staging areas will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of its installation work.

(O) The customer is responsible for protecting the Telephone Company's equipment and serving wire center, access tandem or remote node flooring within the staging area and along the staging route.

(P) The customer must store equipment and materials within the multiplexing node when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area(s).

(Q) The customer or its approved vendor or contractor will have access to its multiplexing node and any room or area required by them to necessitate the installation during the installation phase, or for subsequent maintenance. The customer may be escorted in areas outside its multiplexing node by qualified Telephone Company employees for these occasions, subject to the charges set forth in Section 31.13.2 following.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.4 Obligations of the Customer - Fiber Optic - Virtual

28.4.1 Requests for Service

(A) Customers must request virtual collocation through their Telephone Company point of contact.

(1) The point of contact will provide the customer a virtual collection application through which they must convey their requirements for space and equipment to be installed in the central office.

Completed applications for collocation must be sent directly to the Telephone Company collocation project manager at the following address:

Regulatory
521 East Morehead St., Suite 250
Charlotte, NC 28202
Tel: 207-648-3081

(2) The rates and charges for virtual collocation are as follows.

(a) An application fee, as set forth in Section 31.28 following, applies in order to process the customer's completed application. This fee applies per virtual collocation requests, per central office where the customer requests to establish virtual collocation. The application fee is differentiated as being associated with the initial application or an application for an augment.

- An Initial Application Fee is to be submitted by the customer with their application to establish virtual collocation. This fee applies for all new virtual collocation arrangements as well as subsequent equipment additions to an existing arrangement, and provides for application processing, and for the Telephone Company's performance of an initial site visit and an engineering evaluation.

- An Augment Application Fee applies when the customer requests that the Telephone Company recable existing transmission equipment or install cabling of partially equipped transmission equipment. The fee must be submitted along with an augment application. The fee applies per request, per central office where the customer requests additional equipment.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.4 Obligations of the Customer - Fiber Optic - Virtual (Cont'd)

28.4.1 Requests for Service (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(a) (Cont'd)

No application fee applies in association with software upgrades or the addition of cards to partially equipped transmission equipment.

If a customer cancels its request prior to installation, any unused portion of the application fee will be refunded.

(b) An Engineering and Implementation Fee, as set forth in Section 31.28 following, will apply upon completion of site implementation. These fees recover the expenses associated with the planning, Telephone Company engineering, and project management of the virtual collocation arrangement, as well as the engineering project management functions performed during the installation of the virtually collocated equipment. If the collocated equipment is non-standard, the fee will be quoted for the customer-specific equipment on a case-by-case basis.

- For initial installations, Initial Engineering and Implementation fees apply for installation of new virtual collocation equipment. The charge is differentiated by the party which is performing the installation as being either the Telephone Company or a customer selected, Telephone Company approved vendor.

- For subsequent installations Subsequent Engineering and Implementation fees apply for installation of additional virtual collocation equipment.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.4 Obligations of the Customer - Fiber Optic - Virtual (Cont'd)

28.4.1 Requests for Service (Cont'd)

(A) (Cont'd)

(2) (Cont'd)

(b) (Cont'd)

- For augments to existing virtual collocation arrangements, Augment Engineering and Implementation Fees apply for either (i) rearrangement of equipment or cabling or (ii) software upgrades or cards. The Rearrangement of Equipment or Cabling charge applies to an existing collocation arrangement that was partially cabled and/or equipped at the time of the initial installation and for requests to further equip a virtual collocation arrangement by adding additional equipment and/or cabling. This charge also applies if the customer has elected to have transmission equipment reconfigured. The Software Upgrade or Cards charge applies on a per shelf basis for upgrading software or replacing or adding cards to existing equipment.

Rates as set forth in Section 31.28.2(J) following will apply for OC3, OC12 and OC48 installations. An installation fee will be developed on an individual case basis for customer-specific equipment which can not be adequately classified as OC3, OC12 or OC48.

(B) The Telephone Company will retain project management responsibility and authority related to actual installation work done in the central office (i.e., decisions as to specific location of the equipment bay, termination panel appearance assignments, etc.). The customer and its chosen vendor will work cooperatively with the Telephone Company representatives with project management responsibility.

Any and all expenses associated with placing the customer's fiber in manhole zero, including license fees shall be the responsibility of the customer.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.4 Obligations of the Customer - Fiber Optic - Virtual (Cont'd)

28.4.1 Requests for Service (Cont'd)

(C) All services shall be connected to the output cables of the virtual collocation arrangement using Telephone Company designated cable assignments, not channel assignments. The selection and assignment of pairs for specific connections shall be done by the customer as each service is ordered. This assignment information shall be submitted with each service order.

(D) When a customer requests a virtual collocation arrangement consisting of equipment which the Telephone Company does not use in that particular central office to provide service to itself or another customer (non-standard virtual collocation arrangement), the customer shall be responsible for training fifty percent (50%), but no fewer than five (5) of the Telephone Company technicians in the administrative work unit responsible for servicing the equipment. Any special tools or electronic test sets that the Telephone Company does not have at such location(s) must be provided by the customer with adequate manufacturer's training. No virtual collocation arrangement will be deemed ready for service until necessary training has been completed. In the event of an equipment upgrade, the customer must provide any required secondary training.

(E) The customer is responsible to arrange and pay all costs (including but not limited to transportation and lodging for Telephone Company technicians) to have Telephone Company technicians professionally trained by appropriate trainers certified on the specific equipment to be used to provide the virtual collocation arrangement to the customer. The customer shall also pay for the Telephone Company's technicians' time subject to the labor rates as set forth in 31.13.2 following. When travel is required, travel expenses associated with training will be charged to the customer based on ticket stubs and/or receipts. This includes paying for mileage according to the IRS rates for personal car mileage or airfare, as appropriate. The customer also has the option of arranging and paying for all travel expenses for the Telephone Company technicians directly.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.4 Obligations of the Customer - Fiber Optic - Virtual (Cont'd)

28.4.1 Requests for Service (Cont'd)

(F) If a customer cancels or withdraws its request prior to turn-up, the customer is responsible for all costs and liabilities incurred by the Telephone Company in the developing, establishing or otherwise furnishing the virtual collocation arrangement up to the point of cancellation or withdrawal.

(G) Once a customer has established a virtual collocation arrangement, changes to the existing configuration, including growing, upgrading, and/or reconfiguring the current equipment are considered rearrangements to that virtual collocation arrangement. If a customer decides to rearrange an existing virtual collocation arrangement, the customer must submit a new application outlining the details of the rearrangement.

Rearrangements are subject to the Application Fee (Augment) and the Engineering and Implementation Fee (Augment) as set forth in Section 31.28 following. The application of these fees is dependent upon whether the rearrangement involves the installation of additional equipment and/or cabling, the reconfiguration of existing equipment, the addition of cards to existing equipment or a software upgrade.

See Page No. 28-3 for further information.

Vice President, Regulatory
521 East Morehead St., Suite 250, Charlotte, NC 28202

28. Expanded Interconnection# (Cont'd)

28.5 Undertaking of the Telephone Company - Fiber Optic - Virtual

28.5.1 Provision of Service

(A) Customer requests received by the Telephone Company for virtual interconnection arrangements will be processed by the Telephone Company on a first come - first served basis.

(B) Upon receipt of a completed application and associated application fee, the Telephone Company will conduct an application review, engineering review and site survey at the requested central office location. The Telephone Company will notify the customer of the results of this review and site survey.

(C) The Telephone Company and the customer shall work cooperatively to jointly plan the implementation milestones. The Telephone Company and the customer shall work cooperatively in meeting those milestones and deliverables as determined during the joint planning process. A preliminary schedule will be developed outlining major milestones including anticipated delivery dates for the customer-provided transmission equipment and for training. The Telephone Company will notify the customer of issues or unanticipated delays as they become known. The Telephone Company and the customer shall conduct additional joint planning meetings to ensure all known issues are discussed and to address any that may impact the implementation process. Planning meetings shall include establishment of schedule, identification of tests to be performed, spare plug-in/card requirements, test equipment, and determination of the final implementation schedule.

(D) The Telephone Company exercises exclusive physical control over the central office-based transmission equipment that terminates the customer's circuits and provides the installation, maintenance and repair services necessary to assure proper operation of the virtually collocated facilities and equipment. Any Telephone Company-provided installation, maintenance and/or repair servicing of equipment will be provided in the same manner that it provides this work for itself. Such work will be performed by the Telephone company under the direction of the customer.

(E) The Telephone Company is responsible for pulling the fiber from manhole zero into and through the Cable Entrance Facility (i.e., vault) to the splice point, for providing and mounting the appropriate splice enclosure or shelf and for performing the splice to Telephone Company provided Optical Fiber Non-metallic Riser-rated (OFNR) type cable. The customer will be subject to Additional Labor Charges will apply as set forth in 31.13.2 following.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.5 Undertaking of the Telephone Company - Fiber Optic - Virtual (Cont'd)

28.5.1 Provision of Service (Cont'd)

(F) The physical point of interface for connection to the virtual arrangement is referred to as manhole zero. From this manhole into the central office, the Telephone Company shall assume ownership of and maintain the fiber.

(G) The Telephone Company will provide and maintain the OFNR type fibers, associated fiber distribution frame termination, splice enclosure and that portion of the Telephone company-owned, customer-provided cable between manhole zero and the central office splices. The Entrance Fiber Termination Rate as set forth in Section 31.28 following will apply to the customer on a per termination basis in units of twelve (12) strands of fiber.

(H) The Telephone Company will provide and maintain cross connections between the entrance fiber terminations and the virtual collocation equipment. The customer will be subject to the Equipment Fiber Distribution Frame to Virtual Collocation Arrangement rate, per two strands of fiber, as set forth in 31.28 following.

(I) The Telephone Company will provide -48VDC protected power to the customer's equipment. The DC Power rate as set forth in 31.28 following will apply per amp provided and will be based on manufacturer's specifications as to the required current draw.

(J) The Telephone Company shall provide monthly support services for the customer, subject to the Equipment Support Rate set forth in 31.28 following, which includes the cost of providing floor space, rack space for the equipment to be mounted, environmental support, and central office and environmental alarming to directly support the equipment itself. Rack space excludes DC power and fuse panel. The Telephone Company will notify the customer if a local office alarm detects an equipment affecting condition.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.5 Undertaking of the Telephone Company - Fiber Optic - Virtual (Cont'd)

28.5.1 Provision of Service (Cont'd)

(K) The Telephone Company will process and prioritize the trouble ticket in the same manner it does for its own equipment, including the dispatch of a technician to the equipment. The technician will contact the customer at the number provided and service the equipment as instructed and directed by the customer.

(L) The Telephone Company will provide segregated and secured spare cabinet racks for the customer-provided maintenance spares in the customer-provided spare plug-in/card cabinet at the rates set forth in Section 31.28 following.

(M) When a plug-in/card is determined by the Telephone Company to be defective, the Telephone Company will label the plug-in as DEFECTIVE and place it in the customer-dedicated plug-in/card storage cabinet. The customer will be notified as the plug-in/card is replaced. The customer is then responsible to contact the Telephone Company operations manager to arrange exchange and replacement of the plug-in/card. Exchanged, pre-tested spares shall be provided within one week of replacement of a defective plug-in/card. The Telephone Company will not provide spare plug-ins/cards under any circumstances, nor is the Telephone Company responsible for the customer's failure to replace defective plug-ins/cards.

(N) The Telephone Company will commence billing for virtual collocation arrangements (e.g., nonrecurring and recurring rates for entry fiber, power, etc., as set forth in 31.28 following) upon completion of the installation, when it shall have finished all elements of installation under its control. The readiness of the customer to utilize the completed virtual collocation arrangement will not impair the right of the Telephone Company to commence billing.

(O) If a customer wishes to view its virtual collocation arrangement in a Telephone company central office, the customer's personnel will be allowed access only when a qualified Telephone Company escort is available. The Telephone Company shall provide an escort on reasonable notice subject to the charges set forth in 31.13.2 following.

(P) Whenever work is performed on a virtual collocation arrangement that is not a part of implementing or provisioning a standard virtual collocation arrangement, additional labor charges as specified in 31.13.2 following will apply.

See Page No. 28-3 for further information.

28. Expanded Interconnection# (Cont'd)

28.5 Undertaking of the Telephone Company - Fiber Optic - Virtual (Cont'd)

28.5.1 Provision of Service (Cont'd)

(Q) The CATT to Virtual Fiber Distributing Frame (FDF) rate applies to the customer subscribing to a Virtual Expanded Interconnection arrangement who has elected to have cabling provided to its Expanded Interconnection arrangement under the provisions set forth in 28.11 following. The CATT to Virtual Fiber Distributing Frame (FDF) rate applies for each twelve stands of fiber terminated at the Fiber Distributing Frame as set forth in Section 31.28.2(H) following.

28.5.2 Business Integrated Timing Supply (BITS)

(A) Business Integrated Timing Supply (BITS) provides a synchronized timing source for the customer’s electronic communication equipment from a central source within the Telephone Company's network. BITS is the synchronization architecture which the Telephone Company utilizes to distribute and synchronize timing throughout its network. With BITS, timing is distributed from a primary timing reference source to Stratum level clocks or other timing devices within Telephone Company central offices. Timing is extended to various network elements within the central office over cabling from output cards on Timing Signal Generator (TSG) units installed in the central offices. Timing output cards are provided with automatic switching to protect timing should the primary card fail. The BITS/TSG regenerates the primary reference source synchronization signal and reformats the signal into either DS1 or 64 kbps Composite Clock format, as required by the digital network elements to which timing is extended.

(B) The Telephone Company will extend timing from output ports on the TSG to the customer’s network elements within its Virtual collocation arrangement or to the Point of Termination (POT) Bay of its Physical or SCOPE Collocation arrangement. Cabling from the POT Bay to the network elements located within the Physical or SCOPE arrangement are the responsibility of the customer. The maximum cable distance and type of cable to be used are determined by the type of timing signal required (i.e., DS1 or Composite Clock). Distance limitations, cable requirements, and other technical requirements are contained in technical references GR-436-CORE, GR-1244-CORE, and ANSI T1.101.

(C) The customer must specify BITS timing in its initial or augment Collocation application and is subject to the appropriate Design and Planning fee for the type of application involved.

(D) BITS is only available to customers for DS1 and Composite Clock timing requests, subject to the availability of the timing source in the central office involved.

(E) The rates for BITS when extended to a virtual collocation arrangement are set forth in Section 31.28.2(I) following and include monthly and nonrecurring charges. Both charges are applied per timing output port requested by the customer.

See Page No. 28-3 for further information.

28. Expanded Interconnection (Cont'd)

28.6 Microwave Expanded Interconnection - General

28.6.1 Provision of Service

The regulations set forth in this Section 28.6 apply to Microwave Expanded Interconnection arrangements which are in-service or on order (i.e., an Expanded Interconnection application has been submitted to the Telephone Company) prior to February 17, 2004 and have not converted under 28.6.1(K) following.

Except as set forth above, physical collocation is available pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003.

(A) Microwave Expanded Interconnection is available on a first-come first-served basis where feasible in each Telephone company serving wire center, access tandem or remote node on a negotiated interval.

The minimum period for which Microwave Expanded Interconnection is provided is three months.

(TR 1)

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont’d)

28.6.1 Provision of Service (Cont’d)

(B) The Telephone Company will provide interconnection to the collocated customer for the following types of Special Access Service as specified in Section 7. preceding and SONET Service as specified in Section 26.1.5 preceding:

- High Capacity Service
- 1.544 Mbps
- 44.736 Mbps (Electrical)
- FairPoint Enterprise DS1 Service
- FairPoint Enterprise DS3 Service
- IntelliBeam Shared Single Path (ISSP)
- IntelliBeam Broadband Transport (OC-3, OC-3c, OC-12, OC-12c, OC48 or OC48c)

In addition, the Telephone Company will provide Expanded Interconnection to the collocated customer for the following types of Switched Access Service as specified in Section 6. Preceding:

- Feature Groups B, C and D provided with a DS1 or DS3 Entrance Facility
- Circuit Switched Trunk BSA - Option 1, 2,3 and 4 provided with a DS1 or DS3 Entrance Facility
- Directory Access Service
- IntelliBeam Shared Single Path (ISSP)

Either the collocated customer or another customer under common ownership with the collocated customer may order service to that collocated customer's Expanded Interconnection multiplexing node. The ordering customer will be considered to be under common ownership with the collocated customer if the ordering customer (directly or indirectly) owns or controls, or is owned or controlled by, or is under common ownership or control with, the collocated customer. For purposes of ordering on a common ownership basis, the term "own" means to own an equity interest (or the equivalent thereof) of more than fifty (50) percent.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.1 Provision of Service (Cont'd)

Within forty-five (45) days of receipt of a written request for interconnection of Special Access or Switched Access Services other than those listed above, the Telephone Company will file to allow interconnection of such service(s) to be effective upon forty-five (45) days' notice.

In addition, the Telephone company will provide an Enhanced Ordering Option (E00), as specified in Section 5.2 preceding, which allows a customer other than the collocated customer or a customer under common ownership with that collocated customer to order service to an Expanded Interconnection multiplexing node as agent for the collocated customer.

(C) Customer's facilities shall not physically, electronically, or inductively interfere with the Telephone Company's or other customer's or tenant's facilities and must comply with the Technical Specifications specified in Section 28.6.5 following.

Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state and/or local regulations governing the safe levels of R.F. radiation. The "American National Standard Safety Levels With Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 300 KHs to 100 GHZ" (ANSI C95.1-1982) is the minimum standard to be met by the customer in all cases.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont’d)

28.6.1 Provision of Service (Cont’d)

(C) (Cont’d)

Prior to installation of customer facilities or transmission equipment, the customer must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the particular microwave system and equipment, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.

(D) The customer must perform all work using vendors that meet the same requirements as vendors who perform work for the Telephone Company. Such vendors must comply with the requirements specified in NYNEX Certification Process for Central Office Detail Engineering and Installation/Removal Service, (NIP-74166, Issue No. 1).

(E) The customer must pay a maintenance of service charge as specified in Section 13.3.1 preceding whenever Telephone Company personnel are required to identify a trouble as being on the customer's side of the point of termination e.g., in the connection cabling or associated cross connection or customer antenna and associated microwave equipment.

(F) If at any time the Telephone Company reasonably determines that any customer's facilities or equipment or the installation of the customer's facilities or equipment does not meet the requirements outlined in this tariff, the customer will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it compliant. If the customer fails to correct any non-compliance with these standards within fifteen (15) days' written notice to the customer, the Telephone Company may have the facilities or equipment removed or the condition corrected at the customer's expense.

\# See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont’d)

28.6.1 Provision of Service (Cont’d)

(G) If the Telephone Company reasonably determines that any customer activities, equipment or facilities are unsafe, do not meet the specifications described in 28.6.5 or are in violation of any applicable fire, environmental, health, safety or other laws or regulations, the Telephone Company has the right to immediately stop such activities or the operation of such facilities or equipment or place it on hold. When such conditions do not pose an immediate threat to the safety of the Telephone Company's employees, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities of the Telephone Company, the Telephone Company will provide the customer fifteen (15) days written notice to correct the condition. However, when such conditions pose an immediate threat to the safety of the Telephone Company's employees or others, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the roof, the walls or the cable facilities of the Telephone Company, the Telephone Company may perform such work and/or take such action that the Telephone Company deems necessary without prior notice to the customer. The cost of this work and/or actions will be subject to the charges set forth in Section 31.13.2 following.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.1 Provision of Service (Cont'd)

(H) Where the customer intends to modify, move, replace or add to equipment or facilities within or about the multiplexing node, roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the customer must request and receive written consent from the Telephone Company. Such consent will not be unreasonably withheld.

The customer shall not make any changes from initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters or any other technical parameters without the prior written approval of the Telephone Company.

(I) The reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont’d)

28.6.1 Provision of Service (Cont’d)

(J) A customer may be escorted by a qualified Telephone company employee, subject to the charges set forth in Section 31.13.2 following, if a customer requires access to transmitter/receiver space or cable risers and racking for maintenance purposes.

At the option of the Telephone Company, the customer may be accompanied by a Telephone Company designated representative for access to roof space, subject to the charges set forth in Section 31.13.2 following.

The Telephone Company reserves the right to review wind or ice loadings, etc. for antennas over eighteen (18) inches in diameter or for any multiple antenna installations, and to require changes necessary to insure such loadings meet generally accepted engineering criteria for radio tower structures. The Telephone Company costs for such activities will be billed to the customer, subject to the charges set forth in Section 31.13.2 following.

The minimum height of equipment placement, such as microwave antennas, must be eight (8) feet from the roof. For masts, towers and/or antennas over ten (10) feet in height, the customer or if applicable, the Telephone Company, shall have the complete structure, including guys and supports, inspected every two (2) years by an acceptable licensed professional engineer of his choice specializing in this type of inspection. For customer owned structures that are solely for the use of one customer's antenna(s), such inspection will be at the customer's own cost and expense. For structures used by multiple customer, the costs associated with such inspection shall be apportioned based on relative capacity ratios as specified in 28.4.2(E) following. A copy of this report may be filed with the Telephone Company within ten (10) days of the inspection. the owner shall be responsible to complete all maintenance and/or repairs, as recommended by the engineer, within ninety (90) days.

The customer shall provide written notice to the Telephone Company of any complaint (and resolution of such complaint) by any governmental authority or others pertaining to the installation, maintenance or operation of the customer's facilities or equipment located in roof space or transmitter/receiver space. The customer also agrees to take all necessary corrective action.

See Page No. 28-51 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont’d)

28.6.1 Provision of Service (Cont’d)

(K) The customer may convert a microwave Expanded Interconnection multiplexing node to a microwave collocation arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003 and subject to (1) through (5) following.

(1) The multiplexing node must have been in service on February 17, 2004 or on order (i.e., an Expanded Interconnection application has been submitted to the Telephone Company) under this tariff prior to February 17, 2004.

(2) No later than March 18, 2004, the customer must notify the Telephone Company of its intent to convert its microwave Expanded Interconnection multiplexing node by submitting written or electronic notification at the same address/website it would normally submit applications for collocation. The notification must include the 11 character CLLI for the multiplexing node, the total square footage of the multiplexing node, and the tariff or Interconnection Agreement to which it should be converted. Customers in the states of Maine, New Hampshire, and Vermont must also specify if any adjustment due under (4) following should be applied as a one-time credit or as an annual credit of nine (9) installments.

(3) The Telephone Company will convert rates and charges for microwave Expanded Interconnection multiplexing nodes set forth in Section 31.28 of this tariff pursuant to the order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003. The effective date for converted arrangements will be March 18, 2004, regardless of the actual date that the customer provided notification to the Telephone Company pursuant to (2) preceding.

See Page No. 28-51 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.1 Provision of Service (Cont'd)

(K) (Cont'd)

(4) In the states of Maine, New Hampshire, and Vermont, eligible customers will receive an adjustment to offset the difference between the Space and Facility Charges for space preparation and construction of the multiplexing node assessed and paid under this tariff and the corresponding rates and charges applicable under the state rates, terms, and conditions to which the multiplexing node is converted. The customer has the option to have the adjustment applied as a one-time credit or as an annual credit payable over the first nine (9) years following conversion. The one-time credit amounts and annual credit amounts were set forth in 31.28.1(E)(1) and (E)(2) following, respectively.

(5) The following activities related to the conversion of a physical collocation arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003 will be completed by the Telephone Company within a timeframe that is reasonable to complete such activities.

(a) Convert the customer's service records and associated monthly billing to microwave collocation in accordance with the applicable state rates, terms, and conditions; and

(b) Convert the associated cross-connects (or Office Channel Terminations, as applicable) to cross-connect services subject to state rates, terms, and conditions; and

(c) Apply either the one-time credit or first installment of the nine (9) year annual credit as requested by the customer pursuant to (K)(2) preceding. When an annual credit is requested, each annual installment will be applied in the same bill period as the first installment was applied. The adjustment amounts are specified in Section 31.28.1(E)(1) and (E)(2) following. The amounts shown for the annual credit include interest at 5.45%.

See Page No. 28-51 for further information.

28 Expanded Interconnection# (Cont'd)

28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

28.6.1 Provision of Service (Cont'd)

(K) (Cont'd)

(5) (Cont'd)

For customers who choose to convert their existing collocation arrangements under this tariff to state arrangements, both the one-time credit and the annual credit will be applied against and as reductions in the amounts paid by the customers in the past under this tariff for space preparation in the accounts in which those payments were made. If, as a result of such credit, there is a net balance payable from the Telephone Company to the customer, taking into account all accounts of the customer and all liabilities of the customer to the Telephone Company, the customer will have the option of receiving the net balance as a payment from the Telephone Company or as a continuing credit against future charges.

Credits will not be applied to converted Expanded Interconnection arrangements for which the customer has previously waived claims or executed releases that subsume claims for refund of nonrecurring charges related to Expanded Interconnection under this tariff.

Payment of the annual incentive will continue to the original customer if the multiplexing node is disconnected or the multiplexing node is assigned to a new billing party under the terms specified in 28.9.16 following.

In all cases, the annual adjustment shall cease after nine (9) years.

(L) For customers who do not convert an existing physical collocation arrangement under (K) preceding to a state arrangement, the Telephone Company will provide DC power and other supporting services other than existing cross-connects and existing cable racking and entrance cabling to such arrangements pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003. Charges for cable space, other space, and cross-connects under this tariff will continue to apply to such arrangements for facilities in place as of February 17, 2004.

See Page No. 28-51 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.2 Description and Use of Multiplexing Node and Associated Space

A customer may establish a multiplexing node at the specified Telephone Company serving wire center(s), access tandem(s) or remote node(s) at which the customer installs microwave antenna facilities on the exterior of the building subject to the following provisions:

(A) The customer may use the multiplexing node, transmitter/receiver space and roof space solely for the purposes of installing, maintaining and operating customer provided transmission equipment to interconnect with telecommunications services and facilities provided by the Telephone Company in accordance with the rates and regulations specified in this tariff and for no other purpose.

(B) The customer may use a multiplexing node, roof space and transmitter/receiver space to place equipment owned or leased, installed, operated and maintained by a customer, which interconnects with Telephone Company facilities or equipment in accordance with the rates and regulations specified in this tariff. Any microwave antenna supporting structure to be located in, on or above a Telephone Company building roof or exterior wall may be provided by the customer or the Telephone Company. Installation and ownership regulations pertaining to antenna support structures are set forth in Section 28.6.2(E) following.

(C) Customers may order a multiplexing node that is a minimum of 25 square feet, with a height of approximately eight (8) feet, which may be expanded by an additional 25 square feet (maximum 50 square feet in total); or a customer may order a multiplexing node that is a minimum of 80 square feet, with a height of approximately eight (8) feet, which may be expanded in 20 square foot increments. When expanding the size of a multiplexing node, the additional space will be contiguous to the space associated with the existing multiplexing node.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont'd)

(C) (Cont'd)

The charge for a multiplexing node is set forth in Section 31.28(A) following as an Expanded Interconnection Space and Facility per office charge which applies for the first 100 square feet. When the multiplexing node is less than 100 square feet, the Expanded Interconnection Space and Facility per office charge will be adjusted by multiplying the difference in the square footage by the Expanded Interconnection Space and Facility additional square foot charge set forth in Section 31.28 following and subtracting that amount from the charge for 100 square feet. When the multiplexing node is more than 100 square feet, the Expanded Interconnection Space and Facility per office charge will be adjusted by multiplying the difference in the square footage by the Expanded Interconnection Space and Facility additional square foot charge set forth in Section 31.28 following and adding that amount to the charge for 100 square feet.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont'd)

(C) (Cont'd)

The following example describes the calculation performed to determine the charge for a multiplexing node which is greater than 100 square feet.

Example 1: Customer requests 120 sq.ft. multiplexing node

-For applications received prior to December 26, 1998

	$51,440.20 -	Standard Space and Facility per office charge (first 100 square feet)
+	5,144.00 -	add'l cost (20 sq.ft. x $257.20) of contiguous space
	$56,584.20 -	Adjusted Space and Facility per office charge for 120 sq.ft. multiplexing node.

-For applications received after December 26, 1998

	$47,686.20 -	Standard Space and Facility per office charge (first 100 square feet)
+	5,144.00 -	add'l cost (20 sq.ft. x $257.20) of contiguous space
	$53,830.20 -	Adjusted Space and Facility per office charge for 120 sq.ft. multiplexing node.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont'd)

(C) (Cont'd)

The following example describes the calculation performed to determine the charge for a multiplexing node which is less than 100 square feet.

Example 1: Customer requests 80 sq.ft. multiplexing node

-For applications received prior to December 26, 1998

	$51,440.20 -	Standard Space and Facility per office charge (first 100 square feet)
-	5,144.00 -	Reduction (20 sq.ft. x $257.20)
	$46,296.20 -	Adjusted Space and Facility per office charge for 80 sq.ft. multiplexing node

-For applications received after December 26, 1998

	$47,686.20 -	Standard Space and Facility per office charge (first 100 square feet)
-	4,768.60 -	Reduction (20 sq.ft. x $238.43
	$42,917.60 -	Adjusted Space and Facility per office charge for 80 sq.ft. multiplexing node

The customer may select from the following options regarding the termination of its facilities at its multiplexing node. However, the customer is limited to only one option per multiplexing node.

(1) The Telephone Company will provide the Point of Termination (POT) Bay in a common area located at or near the multiplexing node. Appropriate Office Channel Termination (OCT) charges as set forth in Section 31. following will apply.

See Page No. 28-51 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont'd)

(C) (Cont'd)

(2) The customer will provide the POT Bay, which the Telephone Company will own, install and maintain in a common area located at or near the multiplexing node. Appropriate OCT charges as set forth in Section 31. following will apply.

(3) The customer will provide the POT Bay inside the multiplexing node and will be responsible for installing and maintaining all facilities at the POT Bay. The Telephone Company will deliver the cross connect cable to the multiplexing node with sufficient length to allow the customer to bring it into the multiplexing node and terminate it on the POT Bay. Appropriate OCT charges as set forth in Section 31. following will apply.

Customers in interconnection arrangements prior to August 12, 1997 may choose to have the Telephone-Company provided POT Bay disconnected and their own POT Bay installed as described in Option 2 or 3 preceding. Within thirty (30) days of such a request, the Telephone Company will file in its tariff, to become effective on 15 days' notice, general nonrecurring charges which will enable the Telephone company to recover the labor costs associated with the rewiring of the POT Bay. Installation of the POT Bay under Option 2 or Option 3 preceding will be subject to the charges set forth in Section 31.13.2 following.

Additional space will be provided on an as needed basis where feasible if the customer's existing space is being "efficiently used" as described following. The Telephone Company will make reasonable efforts to provide additional space contiguous with the customer's existing multiplexing node; however, the Telephone Company makes no guarantee to that effect.

(D) When used in connection with the multiplexing node, "efficiently used" shall mean that the customer has interconnected with Telephone Company Special or Switched Access Services and that substantially all of the floor space is taken up by the transmission equipment as specified in this tariff, metal storage cabinets or work surfaces as need to provide service. Such transmission equipment must be placed no greater than 20% above the minimum distances permitted by Bellcore Network.

\# See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont'd)

(D) (Cont'd)

Engineering Building System (NEBS) Generic Equipment Requirements (GR-63-CORE) and Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE). When used in connection with roof space and transmitter/receiver space, "efficiently used" shall mean that the customer's facilities occupying such space(s) are in operation in accordance with this tariff for substantial periods of time each month. The determination as to whether or not this criterion is met is solely within the reasonable judgment of the Telephone Company.

If space is needed to accommodate another customer or the Telephone Company's service, the Telephone Company will take back from the customer space that is not being "efficiently used". The customer will have one hundred eighty (180) days from notice by the Telephone Company to either meet the criterion for efficient use established preceding or vacate the portion of such space which is not being efficiently used.

(E) At the option of the Telephone Company, the antenna support structure shall be built, owned and maintained by either the Telephone Company of by the customer. The Telephone Company reserves the right to use existing support structures for a customer's antenna, subject to space and capacity limitations. The Telephone Company also reserves the right to use any unused portion of a support structure owned by a customer for any reason, subject to the provisions set forth below.

It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure. When the Telephone Company is the owner of the structure, it shall keep such records in accordance with the Federal Communications Commission's Part 32 - Uniform System of Accounts. When the customer is the owner of the structure, it shall keep such records in accordance with Generally Accepted Accounting Principles.

The owner of the support structure shall use reasonable efforts to accommodate all requests by other persons to use the support structure for Microwave Expanded Interconnection on a first-come first-served basis.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont'd)

(E) (Cont'd)

The owner of the support structure may charge persons proposing to use the structure, on a one-time basis, for: (i) any incremental costs associated with installing the user's antenna, including but not limited to, the costs of engineering studies, roof penetrations, structural attachments, support structure modification or reinforcement, zoning and building permits; and (ii) a portion of the net book value of the support structure based on the relative capacity ratio (RCR) of user's proposed antenna(s) to be mounted on the structure. A user's RCR represents the percent of the total capacity of the support structure used by user's antenna(s) on the structure. Spare capacity shall be deemed to be that of the owner of the structure. RCRs shall be expressed as a two place decimal number, rounded to the nearest whole percent. The sum of all user's RCRs and the owner's RCR shall at all times equal 1.00.

The owner of the structure may not assess other users of the structure any charges in addition to the one-time charge described above except that the owner of the structure may assess other user's a proportionate share of inspection costs as specified in Section 28.4.1(J) preceding and the Telephone Company may assess Microwave Expanded Interconnection customers monthly recurring charges for use of its roof space as set forth in Section 28.4.8 following.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont’d)

28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont’d)

(E) (Cont'd)

At the time a person (including the owner) proposes to attach additional antenna(s) to an existing support structure, it shall be the responsibility of that person to obtain, at their cost and expense, an engineering analysis by a registered structural engineer, the selection of which shall be agreed upon by all users of the structure, to determine the RCR of all antennas on the structure, including the proposed antenna(s). The person proposing to attach additional antenna(s) shall provide the Telephone Company and the owner of the structure (if not the same) the revised RCRs of all users and the owner of the structure prior to attaching the proposed antenna(s) to the structure.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont’d)

28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont’d)

(E) (Cont'd)

It shall be the responsibility of the owner of the structure to provide the proposed user the net book value of the structure at the time of the proposed use. Upon request, the owner shall also provide the proposed user accounting records or other documentation supporting the net book value.

When a customer is the owner of the structure, the proposed user shall pay the owner directly the one-time charge as set forth above. When the Telephone Company is the owner of the support structure, it shall file the one-time charge and subsequent inspection charges in its tariff on an individual case basis. In the event that a customer who owns the support structure fails to comply with these provisions, at the Telephone Company's option, ownership of the support structure shall transfer to the Telephone Company.

(F) At its own expense, contract directly with a Telephone Company approved contractor for a standard or non-standard enclosure for its multiplexing node. The customer provided enclosure must conform with Telephone Company specifications and standards for health, safety and security to which the Telephone Company presently adheres within a serving wire center environment.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont'd)

(F) The customer will be permitted to locate customer-provided central office equipment needed to terminate basic transmission facilities, including:

- Optical Line Terminating Multiplexers (OLTM)

- Central Office Multiplexers

The customer may not place in its multiplexing node other types of equipment (such as enhanced services or customer premises equipment) except as specified in 28.6.2(Q) following. In addition to the above, transmitter/receiver equipment may be located in the multiplexing node, or in a separate location inside or on the exterior of the building as determined by the Telephone Company.

A customer may place in its multiplexing node ancillary equipment such as cross connect frames, as well as metal storage cabinets and work surfaces (e.g., tables). Metal storage cabinets and work surfaces must meet Telephone Company serving wire center environmental standards. To help ensure the availability of sufficient space for all customers, the storage cabinets and work surfaces must not take up more than the amount of space specified in 28.6.2(D) preceding which describes the efficient use of space and must meet the Telephone Company's central office environmental standards.

(G) Where feasible, the Telephone Company will designate space on or above the exterior walls and roof of each serving wire center, access tandem or remote node which will constitute roof space.

\# See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont’d)

28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont’d)

(H) The Telephone Company will designate the space in, on or above the exterior walls and roof of the serving wire center, access tandem or remote node which will constitute the transmitter/ receiver space. The Telephone Company may require customer’s transmitter/ receiver equipment to be installed in a locked metal cabinet. The locked metal cabinet may be free-standing, wall-mounted or relay rack mounted. The Telephone Company may enclose the customer’s transmitter/receiver equipment.

(I) The Telephone Company will designate the floor space within each serving wire center, access tandem or remote node which will constitute the multiplexing node.

(J) Upon request, where feasible, the Telephone Company will provide two points of entry to the serving wire center, access tandem or remote node.

(K) When a customer occupies more than one multiplexing node, roof space, transmitter/receiver space or cable vault location within the same serving wire center, access tandem or remote node, the customer may interconnect its transmission equipment contained in such spaces. The customer will be responsible for supplying the cabling which the Telephone Company will install and maintain between the customer’s different space locations using Telephone Company-designated supporting structures, subject to the charges set forth in Section 31.13.2 following.

The Cable Space rate set forth in Section 31.28 following will apply, per cable, per linear foot.

(L) Reserved for future use.

See Page No. 28-51 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.2 Description and Use of Multiplexing Node and Associated Space (Cont'd)

(M) A customer may not provide or make available to any third party space within its multiplexing node, roof space or transmitter/ receiver space, except as provided in this tariff.

(N) The Telephone Company reserves to itself, its successors and assigns, the right to utilize space within or on the exterior of its serving wire center(s), access tandem(s) or remote node(s) in such a manner that will best enable it to fulfill its own service requirements.

(O) The customer may not construct improvements or make alterations or repairs to the multiplexing node, transmitter/receiver space, and roof space without the prior written approval the Telephone Company, which the Telephone Company will not unreasonably withhold.

(P) A customer may use the same multiplexing node for both Switched and Special Access Fiber Optic and Microwave Expanded Interconnection.

(Q) The customer may order from the Telephone Company Business Message Rate Service as specified in the Telephone Company's exchange tariffs for its own use (i.e., for administrative purposes) within the multiplexing node. Radio frequency radiating devices (e.g., walkie-talkies, cellular phones, etc.) are not permitted to be used in Telephone Company serving wire centers, access tandems or remote nodes.

28.6.3 Reservation of Space

(A) A customer can request additional space in Telephone Company serving wire centers, access tandems or remote nodes by completing a new application form. Customers may only reserve multiplexing node space.

(B) A customer with an existing multiplexing node may reserve space in the same serving wire center, access tandem or remote node which may be used at some future date. If space is available, the Telephone Company will reserve the space until such time as it requires the reserved space. The Telephone Company will make reasonable efforts to assign the reserved space so that it is contiguous with the customer's existing multiplexing node. However, the Telephone Company makes no guarantee that it can do so.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont’d)

28.6.4 Reclamation of Space

(A) The Telephone Company shall have the right, upon six months’ notice or a shorter period if required by law as determined by the Telephone Company, to reclaim any multiplexing node, transmitter/ receiver space, roof space or cable space in order to fulfill its obligations under state and Federal laws and the Telephone Company’s tariffs, to provide telecommunications services to its customers. In the event of a reclamation, the Telephone Company will reimburse the customer for reasonable direct costs in connection with the removal of the customer’s equipment.

(B) The Telephone Company shall have the right to terminate this arrangement at any time with respect to any multiplexing node and associated cable, transmitter/receiver space or roof space where the serving wire center, access tandem or remote node premises becomes the subject of a taking by eminent authority having such power. The Telephone Company shall provide the customer with 180 days’ written notice of such termination and identify the schedule by which the customer must proceed to have customer provided equipment or property removed from the multiplexing node(s) and associated cable, transmitter/receiver space and roof space. The customer shall have no claim against the Telephone Company for any relocation expenses or any part of any award that may be made for such taking that results from a termination by the Telephone Company under this provision, or any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing a customer from making its own claim against the eminent authority ordering the taking of the serving wire center, access tandem or remote node premises.

(C) In the event the use of the Telephone Company’s serving wire center, access tandem or remote node roof is limited by any authority having jurisdiction or due to physical constraints, the Telephone Company reserves the right to rearrange the customer’s facilities to accommodate either of these limitations at the customer’s expense.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.4 Reclamation of Space (Cont'd)

(D) The Telephone Company will negotiate a schedule with the customer under which such relocation could be effected. The Telephone Company will bear only the costs of relocating the multiplexing note enclosure, point of termination and associated Telephone Company cabling, and Telephone Company supplied microwave associated cabling, transmission equipment and structures. The customer will be responsible for relocating its transmission equipment, multiplexing node enclosure (if such enclosure was provided by the customer) facilities and any other property. The customer and the Telephone Company will work together in good faith to minimize any disruption of the customer's services as a result of such relocation.

(E) In an emergency the Telephone Company reserves the right to rearrange a customer's facilities occupying roof space, transmitter/receiver space, riser system or cable support structure. The Telephone Company will use reasonable efforts to notify the customer prior to rearranging a customer's facilities. If such emergency is a result of the customer's occupancy of space(s) under this tariff or as a result of any act or omission such rearrangement will be subject to the charges set forth in Section 31.13.2 following.

28.6.5 Technical Specifications

(A) Customer equipment must conform to the technical specifications set forth in (F) following.

(B) Customer equipment and installation of customer's equipment must also comply with the Network Equipment Installation Standards Information Publication (IP-72201).

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont’d)

28.6.5 Technical Specifications (Cont'd)

(C) The customer must also comply with NYNEX Technical Specifications for Microwave Collocation Interconnection (NIP 74171) and NYNEX Digital Environmental Requirements (NIP 74165), as they relate to fire safety, health, environmental, and network safeguards, and ensure that customer provided equipment and installation activities do not act as a hindrance to Telephone Company services or facilities. The customer equipment placed in or on roof space or transmitter/receiver space must also comply with all applicable rules and regulations of the Federal Communications Commission and the Federal Aviation Authority.

(D) Customer facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the NYNEX Technical Specifications for Microwave Collocation Interconnection (NIP 74171), National Electric Code (NEC), the National Electrical Safety Code (C), Rules and Regulations of the Occupational Safety and Health Act (OSHA), and any governing authority having jurisdiction.

(E) All customer facilities must comply with Bellcore Specifications Regarding Microwave and Radio-Based Transmission and Equipment, Cable Entrance Facility (CEF) and Building Planning Provisions (BR-760-200-030) and Blue Book Manual of Construction Procedures (SR-TAP-001421); and the Company’s practices as they relate to fire, safety, health, environmental safeguards transmission and electrical grounding requirements, or interference with the Telephone Company services or facilities.

See Page No. 28-51 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.5 Technical Specifications (Cont'd)

(F) The equipment located in, on, or above the exterior walls or roof of the Telephone Company building must either be on the Telephone Company's list of approved products or comply with the Bellcore Network Equipment Building system (NEBS) Generic Equipment Requirements (GR-63-CORE), Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE), Generic Physical Design Requirements for Telecommunications Products and Equipment (TR-NWT-000078), Power (TR-NWT-000513) and Isolated Ground Planes; Definition and Application to Telephone Central Offices (TR-NWT-000295), and NYNEX Technical Specifications for Microwave Collocation Interconnection (NIP 74171). This equipment must also comply with the Network Equipment Installation Standards Information Publication (IP-72201), NYNEX Central Office and Electronic Equipment Enclosures (EEEs) Grounding Requirements (NIP-74162) Central Office Engineering Environmental and Transmission Standards as they relate to fire, safety, health, environmental safeguards, or interference with Telephone Company services or facilities.

Where a difference in specification may exist, the more stringent shall apply.

The Telephone Company does not assume responsibility for the design, engineering, testing or performance of the customer's equipment or facilities.

(G) The Telephone Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE).

(H) The customer, at its own cost, shall comply with all present and future laws, ordinances, rules, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of any Board of Fire Underwriters or any similar body which shall impose any violation, order or duty upon the Telephone Company or customer with respect to the serving wire center, access tandem or remote node whether or not arising out of the customer's use or manner of use.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont'd)

28.6.6 Telephone Company Access to Multiplexing Node and Transmitter/Receiver Space

The customer will provide emergency access to its multiplexing node and transmitter/receiver space(s) at all times to allow the Telephone Company to react to emergencies, to maintain the space (where applicable) and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health, and environmental safeguards. If conditions permit, notification of access will be provided and the customer will have the option to be present at the time of access.

28.6.7 Mixed Use Expanded Interconnection

Customers who interconnect interstate services provided under the regulations specified in this tariff at a multiplexing node established under an intrastate tariff will be subject to the regulations specified in 2.3.10 preceding.

\# See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.6 Microwave Expanded Interconnection – General (Cont’d)

28.6.8 Rates and Charges

The customer is subject to nonrecurring charges and/or recurring rates for use of Telephone Company owned space and facilities and for the provisioning of customer provided facilities within the serving wire center, access tandem or remote node. The rates and charges for Microwave Expanded Interconnection are set forth in Section 31.28 following.

Monthly rates are applicable to each Microwave Expanded Interconnection customer for the space (generally on the serving wire center, access tandem or remote node roof) associated with Telephone Company or customer owned antenna support structures. The rate is calculated using the rate per square foot as specified in Section 31.28 following multiplied by the square footage of the foot print, which resultant is multiplied by the customer’s relative capacity ratios (RCRs), i.e., the sum of the RCRs of each of the customer’s antennas.

Square footage for the footprint will be based on the length times width of the entire footprint formed on the horizontal plane (generally the roof top) by the antenna(s), tower(s), mount(s), guy wires and/or support structures used by the customer. For a non-rectangular footprint, the length will be measured at the longest part of the footprint and the width will be the widest part of the footprint. The RCR is calculated as specified in Section 28.6.2 preceding.

\# See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.7 Undertaking of the Telephone Company - Microwave

The regulations set forth in this Section 28.7 apply to the following Microwave Expanded Interconnection arrangements which are in-service or on order (i.e., an Expanded Interconnection application has been submitted to the Telephone Company) prior to February 17, 2004 and have not converted under 28.6.1(K) preceding.

Except as set forth above, physical collocation is available pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003.

28.7.1 Power

The Telephone Company will supply the floor space, transmitter/receiver space and 110V commercial AC power, heat, air-conditioning and other environmental support, as well as work and services which support the overall operation of the serving wire center, access tandem or remote node in the same manner as it provides such support items to its own equipment within that serving wire center, access tandem or remote node.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.7 Undertaking of the Telephone Company - Microwave (Cont'd)

28.7.1 Power (Cont'd)

The Telephone Company will not generally provide power or environmental support to the roof space. If the Telephone Company agrees in response to a specific request by a customer to provide power or environmental support to the roof space, the customer will supply all associated materials, as specified by the Telephone Company, which the Telephone Company will have installed at the customer's cost.

(A) The Telephone Company will provide 110V AC commercial power for two electrical outlets and lighting for frames within the multiplexing node.

(B) -48V battery-backed DC Power is not available under this tariff.

(C) The Telephone Company will provide 110V commercial AC power for electrical outlets and lighting to the transmitter/receiver space. The customer will supply all associated materials, as specified by the Telephone Company, for the Telephone Company to bring 110V commercial AC power to the transmitter/receiver space. The customer will be charged the cost of installation incurred by the Telephone Company.

In the event special work is required to provide power or environmental support to the transmitter/receiver equipment, the customer will supply all associated materials which the Telephone Company will arrange to have installed and the costs incurred will be charged to the customer.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.7 Undertaking of the Telephone Company – Microwave (Cont'd)

28.7.2 Provision of Space

The Telephone Company will provide space within the cable riser, cable rack support structures and between the transmitter/receiver space and the roof space needed to reach the multiplexing node and to access the Telephone Company point of termination. However, waveguide may not be placed in Telephone Company cable risers or racks. The Telephone Company reserves the right to prohibit the running of waveguide, metallic conduit and coaxial cable through or near sensitive equipment areas.

28.7.3 Occupancy

(A) The Telephone Company will grant access to space, for purposes of placing equipment, upon:

- the completion of the design and construction work including cut down of Telephone Company cabling at the point of termination based on the type of service requested.

The Telephone Company will grant occupancy for all space upon:

- the completion of the Telephone Company's post installation inspection to visually determine if the customer's installation of transmission equipment and facilities complies with the regulations specified in this tariff.

(B) The Telephone Company will use reasonable efforts to provide occupancy of the multiplexing node(s) on time and will keep the customer advised of any delays.

(C) The Telephone Company shall not be liable to a customer in any way as result of failure to provide occupancy, provided that the Telephone Company has used reasonable efforts to provide occupancy within the negotiated interval.

(D) In the event the Telephone Company is delayed in providing occupancy to the customer for any reason other than the acts or omissions of the customer, the customer shall not be obliged to pay the rates and charges specified in Section 31.28 following until the date the Telephone Company provides occupancy of the multiplexing node to the customer.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.7 Undertaking of the Telephone Company – Microwave (Cont'd)

28.7.4 Provision of Service

(A) The Telephone Company, upon receipt of a customer's application, will make available to the customer at cost any Telephone Company-specific documentation listed in Section 28.6.5 preceding and shall advise the customer how to obtain Bellcore documentation and all other specifications listed in that Section of the tariff.

(B) The Telephone Company will work cooperatively with the customer to develop an equipment layout that complies with the specifications described in Section 28.6.5 preceding to be placed within the multiplexing node, roof space and transmitter/receiver space in order to minimize space requirements.

(C) The Telephone Company will conduct a pre-construction survey for each customer request for a multiplexing node, cable space, roof space and transmitter/receiver space for which occupancy is requested to determine the availability and viability of such spaces to accommodate a customer's needs and facilities. In determining the availability of space and safety considerations in the Telephone Company's serving wire center, access tandem or remote node, the Telephone Company will consider, and give preference to, its present and foreseeable needs for such spaces in order to fulfill its obligations to provide its tariffed services to its other customers.

(D) The Telephone Company will use reasonable efforts to notify the customer within twenty-three (23) business days whether or not the request can be met. If space is available, the Telephone Company will negotiable a date with the customer as to when construction of the multiplexing node as set forth in Section 5.2.1(B preceding may commence.

(E) The Telephone Company shall designate all spaces to be occupied by the customer's facilities.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.7 Undertaking of the Telephone Company – Microwave (Cont’d)

28.7.4 Provision of Service (Cont’d)

(F) The Telephone Company will charge the customer for the design and construction work associated with Expanded Interconnection as set forth in Section 31.28 following.

(G) The Telephone Company will notify the customer, in writing, of the completion of the design and construction work. Design and construction work includes all work performed by or on behalf of the Telephone Company, including but not limited to, all space design and preparation, the rearrangement of existing facilities, design and construction of the multiplexing node enclosure (for Expanded Interconnection applications received prior to December 26, 1998 only), design and placement of required support structures, penetration of the building envelope or any other activity required to accommodate the installation of the customer’s facilities in the Telephone Company space(s) covered under this tariff, including participation and work by the Telephone Company on behalf of the customer as part of the process to obtain any necessary permits, licenses or variances.

(H) The Telephone Company is responsible for providing the multiplexing node, roof space, cable space and transmitter/
receiver space in accordance with the rates and regulations specified in this tariff.

(I) The Telephone Company will allocate common racking where possible.

(J) When the Telephone Company maintains the POT Bay for the customer, the Telephone Company will designate point(s) of termination on cross connect frames or similar devices as the point(s) of physical demarcation between the customer’s facilities. The cross connect frames where the point of termination(s) are located will be provided at or near the multiplexing node. The customer may designate specific cross connects within the frame on a service by service basis when the order for such service is place.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.7 Undertaking of the Telephone Company – Microwave (Cont'd)

28.7.4 Provision of Service (Cont'd)

(K) When the Telephone Company maintains the POT Bay for the customer, the Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company side of the point of termination.

(L) The Telephone Company will install and maintain the customer's waveguide and/or coaxial cable from the point of entry to the building to the transmitter/receiver and from the transmitter/receiver to the customer's multiplexing node. The route of the waveguide and/or coaxial cable as well as any protection required will be discussed during the pre-construction survey.

(M) The Telephone Company will work cooperatively with the customer to accommodate as many Expanded Interconnection arrangements as possible at serving wire centers, access tandems or remote nodes where there is limited physical space available.

28.7.5 Business Integrated Timing Supply (BITS)

(A) Business Integrated Timing Supply (BITS) provides a synchronized timing source for the customer's electronic communication equipment from a central source within the Telephone Company's network. BITS is the synchronization architecture which the Telephone Company utilizes to distribute and synchronize timing throughout its network. With BITS, timing is distributed from a primary timing reference source to Stratum level clocks or other timing devices within Telephone Company central offices. Timing is extended to various network elements within the central office over cabling from output cards on Timing Signal Generator (TSG) units installed in the central offices. Timing output cards are provided with automatic switching to protect timing should the primary card fail. The BITS/TSG regenerates the primary reference source synchronization signal and reformats the signal into either DS1 or 64 kbps Composite Clock format, as required by the digital network elements to which timing is extended.

See Page No. 28-51 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.7 Undertaking of the Telephone Company – Microwave (Cont'd)

28.7.5 Business Integrated Timing Supply (BITS) (Cont'd)

(B) The Telephone Company will extend timing from output ports on the TSG to the customer's network elements within its Virtual collocation arrangement or to the Point of Termination (POT) Bay of its Physical or SCOPE Collocation arrangement. Cabling from the POT Bay to the network elements located within the Physical or SCOPE arrangement are the responsibility of the customer. The maximum cable distance and type of cable to be used are determined by the type of timing signal required (i.e., DS1 or Composite Clock). Distance limitations, cable requirements, and other technical requirements are contained in technical references GR-436-CORE, GR-1244-CORE, and ANSI T1.101.

(C) The customer must specify BITS timing in its initial or augment Collocation application and is subject to the appropriate Design and Planning fee for the type of application involved.

(D) BITS is only available to customers for DS1 and Composite Clock timing requests, subject to the availability of the timing source in the central office involved.

(E) The rates for BITS when extended to a microwave Expanded Interconnection arrangement are set forth in Section 31.28.1(B)(4) and include monthly and nonrecurring charges. Both charges are applied per timing output port requested by the customer.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.8 Obligations of the Customer - Microwave

The regulations set forth in this Section 28.8 apply to the following Microwave Expanded Interconnection arrangements which are in-service or on order (i.e., an Expanded Interconnection application has been submitted to the Telephone Company) prior to February 17, 2004 and have not converted under 28.6.1(K) preceding.

Except as set forth above, physical collocation is available pursuant to the Order in WC Docket no. 02-237, adopted October 17, 2003 and released October 22, 2003.

28.8.1 Requests for Service

(A) Customers must request Expanded Interconnection through their Telephone Company point of contact. The point of contact will provide the customer with an Expanded Interconnection Application (EIA) through which they must convey their requirements for space and associated requirements such as power and environmental conditioning, and any other matters of a special nature pertaining to customer occupancy.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.8 Obligations of the Customer – Microwave (Cont'd)

28.8.1 Requests for Service (Cont'd)

(B) The customer shall complete a written application for occupancy of any multiplexing node, cable space, roof space, or transmitter/receiver space.

(C) The customer must pay the Telephone Company 20% of the total Space and Facility nonrecurring charges, as specified in Section 31.28 following at the time the customer submits to the Telephone Company the completed application for occupancy of any multiplexing node, cable space, roof space or transmitter receiver space. Receipt of the application and payment will determine the order of priority of customer's requests.

At the time that the Telephone Company provides the customer with its proposal for the design and construction work, the customer must review and sign the proposal, indicating acceptance of the plan and pay the Telephone Company an additional 30% of the total Space and Facility nonrecurring charges. If the Telephone Company does not receive the signed proposal and the additional 30% of the total Space and Facility nonrecurring charge within 30 days of the customer receiving the proposal from the Telephone Company, the Telephone Company will consider the offer rejected and will cancel the application and make available the space allocated for that application to meet additional Expanded Interconnection arrangement requests. The Telephone Company will refund any unused portion of the customer's initial payment of 20% of the total Space and Facility nonrecurring charge which was submitted with the Expanded Interconnection Application.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.8 Obligations of the Customer - Microwave (Cont'd)

28.8.1 Requests for Service (Cont'd)

(C) (Cont'd)

The balance of the Space and Facility nonrecurring charges will be billed to the customer at the time that the Telephone Company grants occupancy of or 30 days from the date the Telephone Company provides access to the multiplexing node, cable space, roof space and/or transmitter/receiver space to the customer as specified in Section 28.7.3 preceding.

Should a customer vacate its multiplexing node, the customer will be credited with the remaining unamortized amount of the Space and Facility nonrecurring charge upon subsequent occupancy of the same multiplexing node by another customer. The subsequent Customer will be responsible for payment of the remaining unamortized amount of the Space and facility nonrecurring charge prior to occupying the multiplexing node.

A customer that chooses to enclose its multiplexing node must arrange with a Telephone Company approved contractor to construct the enclosure.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.8 Obligations of the Customer - Microwave (Cont'd)

28.8.1 Requests for Service (Cont'd)

(D) If a customer withdraws its request, the customer is responsible for any nonrecurring costs incurred by the Telephone Company on behalf of the customer.

28.8.2 Installation of Customer Provided Equipment/Facilities

(A) The customer will be responsible for supplying the waveguide and/or coaxial cable which the Telephone Company will install and maintain from the point of entry to the building to the transmitter/receiver and from the transmitter/ receiver to the customer’s multiplexing node. The customer is responsible to connect the waveguide and/or coaxial cable to the customer’s equipment within the multiplexing node and to the transmitter/receiver. In addition, the customer will be responsible for supplying, repairing, installing and maintaining the following:

- its transmission equipment located in the multiplexing node
- its antenna and associated equipment
- its transmitter/receiver equipment

At the option of the Telephone Company, the customer may also be responsible for building, owning and maintaining the antenna tower and support structure.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.8 Obligations of the Customer - Microwave (Cont'd)

28.8.2 Installation of Customer Provided Equipment/Facilities (Cont'd)

(A) (Cont'd)

The customer will be responsible for installing and maintaining the waveguide and/or coaxial cable which is used to connect the microwave antenna to the transmitter/receiver, up to the point where the waveguide and/or coaxial cable enters the building.

(B) The customer will provide, install and maintain in its multiplexing node any repeaters which may be necessary as a result of the physical distance between the multiplexing node and the serving wire center, access tandem or remote node terminations of Telephone Company facilities and services. The Telephone Company will employ the same procedures, aimed at minimizing this distance, as it does in conjunction with its own equipment.

(C) The customer will meet with the Telephone Company as needed to review the design and construction work plans and schedules for the multiplexing node, roof space, and transmitter/receiver space and installation of the customer’s equipment within such spaces.

(D) The customer must sign the Design and Construction Work Completion Notice as set forth in Section 28.7.4 preceding, indicating acceptance of the design and construction work and provide the Telephone Company with a deposit, as set forth in Section 28.9.11 following, prior to beginning installation work or occupancy.

(E) Customer access to the spaces will be provided only after receipt of the deposit, and execution of the Design and Construction Work Completion Notice.

(F) The customer will meet all Telephone Company fire, safety and housekeeping requirements.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.8 Obligations of the Customer - Microwave (Cont'd)

28.8.2 Installation of Customer Provided Equipment/Facilities (Cont'd)

(G) The customer will be responsible for accepting delivery, installation and maintenance of its equipment.

(H) The customer is not permitted to penetrate the building exterior wall or roof when installing or maintaining transmission equipment and support structures. All building penetration will be done by the Telephone Company or a hired agent of the Telephone Company. Costs for building penetration will be paid by the customer. When building penetration is performed by the Telephone Company, rates and charges will be filed on an individual case basis.

(I) Any customer's equipment used to produce or extract moisture must be connected to existing or newly constructed building or roof top drainage systems, at the expense of the customer.

(J) The customer must obtain the Telephone Company's written approval of customer proposed scheduling of work prior to beginning any delivery, installation, replacement or removal work for equipment and/or facilities located within the customer's multiplexing node, roof space or transmitter/receiver space, in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval, and may require scheduling changes. Such approval will not be unreasonably withheld.

(K) The customer shall have the right to use a portion of the serving wire center, access tandem or remote node and loading areas designated by the Telephone Company, if available, on a temporary basis during the customer's equipment installation work in the multiplexing node, roof space, transmitter/receiver space and other designated areas in the building. These temporary staging areas will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of its installation work.

See Page No. 28-51 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.8 Obligations of the Customer - Microwave (Cont'd)

28.8.2 Installation of Customer Provided Equipment/Facilities (Cont'd)

(L) The customer is responsible for protecting the Telephone Company’s equipment and serving wire center, access tandem or remote node flooring within the staging area and along the staging route.

(M) The customer must store equipment and materials within the multiplexing node when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area(s).

(N) The customer or its approved vendor will have access to its multiplexing node, roof space, and transmitter/receiver space and any room or area required by them to necessitate the installation during the installation phase, or for subsequent maintenance. The customer may be escorted in areas outside its multiplexing node by a designated Telephone Company employee for these occasions, subject to the charges set forth in Section 31.13.2 following.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection

The regulations set forth in this Section 28.9 apply to the following:

(1) Fiber Optic Expanded Interconnection virtual collocation arrangements

(2) Physical Expanded Interconnection arrangements established under this tariff which are in-service or on order (i.e., an Expanded Interconnection application has been submitted to the Telephone Company) prior to February 17, 2004 and have not converted under 28.1.1(H) and 28.6.1(K) preceding for fiber optic and microwave Expanded Interconnection, respectively.

Except as set forth above, physical collocation is available pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003.

28.9.1 Security Requirements

(A) The customer must abide by all Telephone Company security practices for non-Telephone Company employees with access to the Telephone Company serving wire center, access tandem or remote node as specified in NYNEX Collocation Buildings Security Access Requirements (NIP-74174).

\# See Page No. 28-51 for further information.

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28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.1 Security Requirements (Cont'd)

(B) The Telephone Company will permit the customer's Telephone Company approved employees, agents and contractors (such approval will not be unreasonably withheld), to have access to the areas where the customer's multiplexing node is located at all times, provided that the customer's employees, agents and contractors comply with the policies and practices of the Telephone Company pertaining to fire, safety and security. This will include access to riser cable, cableways and any room or area through which necessary access is available. For Fiber Optic Expanded Interconnection, the Telephone Company will also permit all approved employees, agents and contractors of customers to have access to the customer's cable and associated equipment. For Microwave Expanded Interconnection, the Telephone Company will also permit all approved employees, agents and contractors of customers to have access to the customer's microwave antenna and associated equipment, e.g., tower and support structure, transmitter/receiver equipment, and waveguide and/or coaxial cable, provided that the customer's employees, agents and contractors comply with the policies and practices of the Telephone Company pertaining to fire, safety and security. Access will be provided Monday through Friday, 8:30 A.M. to 4:30 P.M., except for a service emergency.

(C) The customer will supply the Telephone Company with a list of its employees or approved vendors or contractors who require access. The list will include Social Security numbers and citizen status of all such individuals.

(D) The Telephone Company will issue non-employee photo identification cards for each customer employee/vendor/contractor listed. These cards will have a uniquely colored background.

See Page No. 28-51 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.1 Security Requirements (Cont'd)

(E) The Telephone Company will provide card access to the common area where the customer's multiplexing node is located, where card access systems are available, and issue access cards to each listed employee/vendor

(F) Where card access is not available, a Telephone Company escort may be required, subject to the charges set forth in Section 31.13.2 following.

(G) The customer's employee/vendor(s) must display identification cards at all times.

(H) The customer is responsible for returning cards of its terminated employees. All cards must be returned upon termination of the multiplexing node.

(I) Where the customer provides the security device for its multiplexing node, the customer will provide access for the Telephone Company in the event of an emergency and to perform its required housekeeping and equipment inspection activities.

(J) The customer is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week.

(K) In the event of a work stoppage, separate entrances will be established for the customer, where possible. This will assure that one party's work stoppage does not impinge upon the other parties' normal work operations. Failure to provide such separate entrances shall not render the Telephone Company liable for any claim for damages.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.2 Insurance Requirements

The customer shall, at its sole cost and expense, procure, maintain, pay for and keep in force the following insurance.

(A) Comprehensive General Liability Coverage on an occurrence basis in an amount of $2 million combined single limit for bodily injury and property damage, with a policy aggregate of $2 million. This insurance shall include the contractual, independent contractors products/completed operation, broad form property and personal injury endorsements.

(B) Umbrella/Excess Liability coverage in an amount of $5 million in excess of coverage specified in (A) above.

(C) All Risk Property Coverage on a full replacement cost basis insuring all of the customer's real and personal property situated on or within the Telephone Company's location(s). The customer may also elect to purchase Business Interruption and Contingent Business Interruption Insurance, knowing that the Telephone Company has no liability for loss of profit or revenues should an interruption of service occur.

(D) Statutory Workers Compensation Coverage and Employers Liability coverage in an amount of $2 million.

All insurance policies must be underwritten by insurance companies licensed to do business in the state where Expanded Interconnection is provided and must have a Best insurance rating of at least AA-12. In addition, the Telephone Company shall be named as an additional insured and as a loss payee on all applicable policies as specified in (A), (B), (C) and (D) preceding.

All policies purchased by the customer shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont’d)

28.9.2 Insurance Requirements (Cont’d)

All insurance must be in effect on or before the occupancy date and shall remain in force as long as the customer's facilities remain within any spaces subscribed to under this tariff.

If the customer fails to maintain the coverage required by this Section, the Telephone Company may pay the premiums and the customer must reimburse the Telephone Company for any premiums paid.

The customer shall submit Certificates of Insurance reflecting the coverages specified in (A), (B), (C) and (D) preceding prior to either the occupancy date or the date upon which the customer, its employees, agents or contractors require access to the multiplexing node, whichever is earlier.

The customer shall arrange for the Telephone Company to receive thirty (30) days advance notice of cancellation or modification of the policy from the customer's insurance company. Notices should be forwarded to:

521 East Morehead St., Suite 250, Charlotte, NC 28202
Attention Regulatory

The customer must conform to the recommendations(s) made by the Telephone Company's fire insurance company which the Telephone Company has already agreed to or to such recommendations it shall hereafter agree to. A customer who fails to comply with the provisions of this Section will be subject to the tariff provisions set forth in Section 2.1.8 preceding.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.3 Rules of Conduct

The customer's employees/vendors with access to the Telephone Company's serving wire center(s), access tandem(s) or remote node(s) shall at all times adhere to the rules of conduct established by the Telephone Company for the serving wire center, access tandem or remote node and the Telephone Company's personnel and vendors, copies of which shall be provided to the Expanded Interconnection customer.

The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company network and facilities or to comply with applicable laws and regulations. The Telephone Company will provide the customer with thirty (30) days written notice of changes to the procedures and rules to preserve the integrity and operation of the Telephone Company network and facilities. In addition, since laws and regulations are beyond the control of the Telephone Company, the Telephone Company will provide the customer with written notice to comply with applicable laws and regulations at the same time it notifies its own personnel and vendors. In the event of a Telephone Company work stoppage, the customer's employees, authorized agents and contractors will comply with the emergency operating procedures established by the Telephone Company.

28.9.4 Liability and Damages

In addition to the regulations set forth in Section 2.1.3 preceding, the following regulations apply for Fiber Optic and Microwave Expanded Interconnection.

(A) Neither party shall be liable to the other or to any third party for any physical damage to the each other's facilities or equipment within the serving wire center, access tandem or remote node, unless caused by the gross negligence of the party's agents or employees.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.4 Liability and Damages (Cont'd)

(B) The customer shall indemnify, defend and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the customer or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair, replacement, presence, use or removal of the customer's equipment or facilities or by their proximity to the equipment or facilities or all parties occupying space within or on the exterior of the Telephone Company's serving wire center(s), access tandem(s) or remote node(s), or by any act or omission of the Telephone Company, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the Telephone Company.

The Telephone Company shall indemnify, defend and save harmless the customer from and against any and all losses, claims, demands, causes of action and costs, including attorneys' fees, whether suffered, made, instituted or asserted by the Telephone Company or by any other party or person for damages to property and injury or death to persons, including payments made under any worker's compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the Telephone Company's provision of service within or on the exterior of the serving wire center or by any act or omission of the customer, its employees, agents, former or striking employees, or contractors, in connection therewith, unless caused by gross negligence or willful misconduct on the part of the customer.

See Page No. 28-51 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.4 Liability and Damages (Cont'd)

(C) The customer shall indemnify, defend and save harmless the Telephone Company from and against any and all losses, claims, demands, causes of action, damages and costs, including but not limited to attorney's fees and damages, costs, and expense of relocating conduit systems resulting from loss of right-of-way or property owner consents, which may arise out of or be caused by the presence in, or the occupancy of the serving wire center, access tandem or remote node by the customer, and/or acts by the customer, its employees, agents or contractors.

(D) The customer shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind, including but not limited to reasonable attorney's fees, arising out of or relating to customer installation and operation of its facilities or equipment within the multiplexing node, roof space and transmitter space.

(E) The customer represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its use of the space within or on the exterior of the serving wire center, access tandem or remote node, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The customer shall indemnify, defend, and hold harmless the Telephone Company, its directors, officers and employees, servants, agents, affiliates and parent, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the customer, its directors, officers, employees, agents or contractors.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.4 Liability and Damages (Cont'd)

(E) (Cont'd)

The Telephone Company represents, warrants and covenants that it shall comply with all applicable federal, state or local law, ordinance, rule or regulations, in connection with its provision of service within or on the exterior of the serving wire center, access tandem or remote node, including but not limited to, any applicable environmental, fire, OSHA or zoning laws. The Telephone Company shall indemnify, defend, and hold harmless the customer, its directors, officers, employees, agents or contractors, from and against any and all claims, cost, expense or liability of any kind including but not limited to fines or penalties arising out of any breach of the foregoing by the Telephone Company, its directors, officers and employees, servants, agents, affiliates and parent.

(F) The Telephone Company and the customer shall each be responsible for all persons under their control or aegis working in compliance herewith, satisfactorily, and in harmony with all others working in or on the exterior of the serving wire center, access tandem or remote node and, as appropriate, cable space.

28.9.5 Re-Establishment of Service Following Fire, Flood or Other Occurrence

(A) If the multiplexing node or any part of the multiplexing node is damaged by fire or other casualty, the customer shall give immediate notice thereof to the Telephone Company. Tariff regulations will remain in full force and effect except as set forth following:

- If the multiplexing node, roof space or transmitter/receiver space and/or associated cable space is partially damaged or rendered partially unusable by fire or other casualty caused by the Telephone Company, the damages thereto shall be repaired by and at the expense of the Telephone Company. The Expanded Interconnection Space and Facility rates, until such repair is substantially completed, shall be apportioned from the day following the casualty according to the part of the multiplexing node and/or associated cable, roof space and transmitter/receiver space and conduit which are usable.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont’d)

28.9.5 Re-Establishment of Service Following Fire, Flood and Other Occurrence (Cont'd)

(A) (Cont'd)

- If the multiplexing node, cable space, roof space, transmitter/receiver space or conduit is totally damaged or rendered wholly unusable by fire or other casualty caused by the Telephone Company, then the occupancy fees shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the multiplexing node shall have been repaired and restored by the Telephone Company. The Telephone Company reserves the right to elect not to restore the multiplexing node under the conditions specified in Section 28.9.5(B) following.

The Telephone Company shall inform the customer of its plans to repair/restore the multiplexing node as soon as it is practicable and will work in good faith to restore service to the customer as soon as possible. The Telephone Company shall make repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control.

(B) If the multiplexing node, cable space, roof space, transmitter/receiver space, or conduit is rendered wholly unusable through no fault of the customer, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that the Telephone Company shall decide to demolish it or to rebuild it, then, in any of such events, the Telephone Company may elect to discontinue the customer's multiplexing node, cable space, roof space, transmitter/receiver space and conduit. In this event the Telephone Company will provide the customer with written notification within ninety (90) days after such fire or casualty specifying a date for discontinuance. The date of discontinuance shall not be more than sixty (60) days after the issuance of such notice to the customer. The customer must vacate the premises by the date specified in the notice. The Telephone Company's rights against the customer under this tariff prior to such discontinuance and any Expanded Interconnection Space and Facility monthly rates or nonrecurring charges owing shall be paid up to the date of discontinuance. Any payments of Expanded Interconnection Space and Facility monthly rates made by the customer which were on account of any period subsequent to such date shall be returned to the customer.

See Page No. 28-51 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont’d)

28.9.5 Re-Establishment of Service Following Fire, Flood and Other Occurrence (Cont'd)

(C) After any such casualty, the customer shall cooperate with the Telephone Company's restoration by removing from the multiplexing node and other associated space, as promptly as reasonably possible, all of the customer's salvageable inventory and movable equipment, furniture and other property.

(D) The customer's liability for Expanded Interconnection Space and Facility monthly rates shall resume either upon occupancy by the customer or thirty (30) days after written notice from the Telephone Company that the multiplexing node, cable space, roof space or transmitter/receiver space is restored to a condition comparable to that existing prior to such casualty, which ever comes first.

(E) Nothing contained in these provisions shall relieve the customer from liability that may exist as a result of damage from fire or other casualty.

(F) Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible and to the extent permitted by law, the Telephone Company and customer each will release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont’d)

28.9.5 Re-Establishment of Service Following Fire, Flood and Other Occurrence (Cont'd)

(G) The Telephone Company will not carry insurance on the customer's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the customer and therefore will not be obligated to repair any damage thereto or be obligated to replace the same.

28.9.6 Propriety Information Requirements

(A) The Telephone Company will not disclose any information provided to it by the customer as a result of the interconnection of equipment contained in the multiplexing node to Telephone Company facilities and services if such information is of a competitive nature.

(B) The customer will not disclose any information provided to it by the Telephone Company as a result of its presence in Telephone Company spaces if such information is of a competitive nature.

(C) Neither the customer nor the Telephone Company is required to hold in confidence information that (1) was already known to the party free of any obligation to keep confidential; (2) was or becomes publicly available by other than unauthorized disclosure; or (3) was rightfully obtained from a third party not obligated to hold such information in confidence.

(D) Both the Telephone Company and the customer will not use the other's name or name of any affiliate without the written permission of the other in connection with promotional, advertising or other marketing material. Such permission may be withheld for any reason.

See Page No. 28-51 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.7 Notice and Demand

Except as otherwise provided under this tariff, all notices, demands, or requests which may be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person or deposited, postage prepaid, in the United States Mail via Certified Mail, Return Receipt Requested. The customer shall supply the appropriate name and mailing address to the Telephone Company for such correspondence on their Expanded Interconnection Application. Correspondence to the Telephone Company may be directed to:

Collocation Project Manager
521 East Morehead St., Suite 250
Charlotte, NC 28202

If personal delivery is selected as the method of giving notice, a receipt of such delivery shall be obtained. The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party.

28.9.8 Billing Requirements

(A) Nonrecurring charges for Expanded Interconnections shall be billed following the schedule set forth in Sections 28.3.1, 28.5.1 and 28.8.1 preceding.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.8 Billing Requirements (Cont'd)

(B) Billing for monthly rates will commence on the occupancy date or 30 days from the date the Telephone Company provides access to the multiplexing node, cable space, roof space or transmitter/receiver space, whichever comes first. Both monthly and nonrecurring charges will appear on the first bill day following that date and will be billed in accordance with the regulations specified in Section 2.4.1(B) preceding.

The Telephone Company will provide the customer with reasonable documentation to support billed amounts for taxes within sixty (60) calendar days of receipt of a customer's written request.

28.9.9 Telephone Company Inspection

(A) The Telephone Company has the right to inspect the completed installation of the customer's equipment and facilities. Rates and charges for such inspections are set forth in Section 31.13.2 following.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont’d)

28.9.9 Telephone Company Inspection (Cont’d)

(B) The Telephone Company reserves the right to make subsequent and periodic inspections (of any part of all) of the customer's equipment and facilities occupying the multiplexing nodes(s) and, as appropriate, associated roof space, transmitter/receiver space and cable space for purposes of averting any threat or harm inadvertently imposed by the customer upon the operation of Telephone Company equipment, facilities and/or personnel located outside of the customer's multiplexing node and other associated space.

The customer has the right to be present at such inspections. The Telephone Company will provide 15 days' written notice to the customer for non-emergency inspections. The customer will be charged for such inspections if the customer is found to be in non-compliance with the terms and conditions of this tariff. The rates and charges for such inspections are set forth in Section 31.13.2 following.

\# See Page No. 28-51 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont’d)

28.9.10 Rights of the Telephone Company

The rights retained by the Telephone Company shall include but not be limited to the following:

- The Telephone Company reserves the right to reasonably specify the type of cable, waveguide, equipment and construction standards reasonably required in situations not otherwise covered in this tariff. In such cases, the Telephone Company will at its discretion furnish to the customer written material which will specify and explain the required construction.

28.9.11 Deposit Requirements

(A) The customer shall furnish at or prior to the occupancy date a bond or other satisfactory evidence of financial security in an amount specified as follows to guarantee the payment of any sums which may become due to the Telephone Company for Expanded Interconnection Space and Facility rates due hereunder and any other charges for work performed for the customer by the Telephone Company including the removal of the customer's facilities upon termination of any authorization issued hereunder. Termination of the customer's multiplexing node shall not release the customer from any liability obligation agreed to under this tariff.

\# See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.11 Deposit Requirements (Cont'd)

(B) The customer shall furnish a cash deposit, bond, irrevocable letter of credit or other security satisfactory to the Telephone Company in the following amounts:

Security in the amount of six months of the Expanded Interconnection Space and Facility monthly rates as specified in Section 31.28 following.

If spaces are added or deleted the deposit will be adjusted accordingly.

If the financial security is in the form of a bond or irrevocable letter of credit such instrument shall be issued by a surety company or bank satisfactory to the Telephone Company. The instrument shall contain a provision that the surety company or bank will pay the Telephone Company within the dollar limits of the instrument any sum demanded by the Telephone Company as due, whether or not the customer contests its liability to pay such sum, and whether or not the Telephone Company exercises or has exercised any option it may have to terminate.

If any such amounts are paid by the surety company or bank, the customer shall restore the surety bond or letter of credit to the full amount required under this tariff, within thirty (30) days after notice of such payment is sent to the customer.

If the security is in the form of a cash deposit, it shall be placed in a money market type interest bearing account. Interest earned shall be credited to the customer's cash deposit, except that the Telephone Company will retain one (1%) percent interest on such deposit as an administrative expense.

\# See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.11 Deposit Requirements (Cont'd)

(B) (Cont'd)

If a customer fails to pay any sum demanded by the Telephone Company as due under the provisions of this tariff, the Telephone Company shall have the right, without prior notice to the customer, to apply any or all amounts on deposit with it to payment of the sum due, whether or not the customer contests its liability to pay such sum, and whether or not the Telephone Company exercises or has exercised any option it may have to terminate. If any such amounts are applied to payment of sums due to the Telephone Company, the customer shall restore to its deposit the amounts so applied within thirty (30) days after notice to the customer of such application.

The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the customer.

28.9.12 Termination of Service

The customer may terminate its multiplexing nodes(s) or portion thereof, roof space, transmitter/receiver space, cable and conduit, and DC power described in this tariff by giving sixty (60) days' prior written notice to the Telephone Company. Any remaining space may not be less than 100 square feet unless negotiated with the Telephone Company. The customer is responsible for the costs of such partial termination.

In the event that the customer or the Telephone Company does not comply with the regulations specified in this tariff, the other party shall have the right to discontinue service upon sixty (60) days' written notice to the party not in compliance, if the noncompliance condition is not cured within sixty (60) days of the date that written notice of such noncompliance is given by one party to the other. A party shall also have an immediate right to discontinue service in the event of the other party's bankruptcy, liquidation, insolvency, receivership or in the event that the provisions of either party's services under an Expanded Interconnection Arrangement violates any state or federal law, rule or regulation.

See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.12 Termination of Service (Cont'd)

Upon termination of a customer's multiplexing node or any 100 square foot portion thereof, roof space or transmitter/receiver space, the customer must disconnect and remove its equipment up to the point of termination from its multiplexing node and all other areas identified as common between the customer and the Telephone Company within thirty (30) days.

The customer must restore its multiplexing node to its original condition at the time of occupancy upon removal by the customer of all its equipment from its multiplexing node.

Due to physical and technical constraints, removal of cable and roof mounted equipment is at the Telephone Company's option.

The Telephone Company can terminate an Expanded Interconnection arrangement in the event that the customer is not in conformance with Sections 28. and 2.1 preceding and/or in the event that the customer imposes continued disruption and threat of harm upon the Telephone Company's employees and/or network or its ability to provide service to other customers.

28.9.13 Payment Requirements

(A) The customer shall pay the Telephone Company, the rates and charges specified in Section 31.28 following in accordance with the regulations set forth in Section 2.4.1(B) preceding.

(B) Late payments shall be subject to a monthly late charge if payment is not received by the due date as set forth in Section 2.4.1(B)(3) preceding.

(C) A customer who fails to pay any of the charges associated with Expanded Interconnection is subject to the tariff provisions set forth in 2.1.8 preceding.

\# See Page No. 28-51 for further information.

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.13 Payment Requirements (Cont'd)

(D) If the Telephone Company's real property taxes or insurance premiums are increased based on the occupancy and use of the serving wire center, access tandem or remote node building by the customer, the customer must pay the additional amount of such taxes or insurance premiums.

(E) The customer shall reimburse the Telephone Company for all reasonable repair or restoration costs incurred by the Telephone Company associated with damage or destruction caused by the customer's personnel, agents, suppliers, contractors or visitors.

28.9.14 Moves

Should the customer wish to move equipment from one location to another within a serving wire center, access tandem or remote node or to another serving wire center, access tandem or remote node, the Telephone Company will permit the customer to relocate its multiplexing node, enclosure (when applicable) and other associated space, subject to the availability of space and associated requirements. The customer will be responsible for removing and transporting its enclosure (when applicable), equipment to the new site and installing it. The Telephone Company will treat the relocation as a new installation.

28.9.15 Maintenance Requirements

(A) The customer will be responsible for notifying the Telephone Company of any event or condition which could impact or degrade the Telephone Company's switches and services, and provide estimated clearing time for restoral.

(B) The customer is responsible for testing, if necessary, with the Telephone Company to identify and clear a trouble when the trouble has been sectionalized (isolated) to a customer provided service.

See Page No. 28-51 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.9 Universal Regulations for Fiber Optic and Microwave Expanded Interconnection (Cont'd)

28.9.15 Maintenance Requirements (Cont'd)

(A) The customer is responsible for providing trouble report status when requested.

28.9.16 Change of Billing Party

Any assignment by either party of any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the written consent of the other party, shall be void. The Telephone Company's consent need not be obtained if the assignment (including the assignment of the Expanded Interconnection multiplexing node and where appropriate, associated space) is pursuant to a transfer of all or substantially all of the customer's stock or assets. All obligations and duties of any party under this tariff shall be binding on all successors in interest and assigns of such party.

28.9.17 Requests for Service

If a customer cancels or withdraws its request prior to turn-up, the customer is responsible for all costs and liabilities incurred by the Telephone Company in the developing, establishing or otherwise furnishing the collocation arrangement or alternative up to the point of cancellation or withdrawal. The Telephone Company will refund any unused portion of the customer's pre-paid Space and Facility nonrecurring charge which was submitted with the Expanded Interconnection Application.

See Page No. 28-51 for further information.

28. Expanded Interconnection (Cont'd)

28.10 Expanded Interconnection Alternatives

The regulations set forth in this Section 28.10 apply to the following Expanded Interconnection alternatives which are in-service or on order (i.e., an Expanded Interconnection application has been submitted to the Telephone Company) prior to February 17, 2004 and have not converted under 28.10.1(A)(4) following.

Except as set forth above, Expanded Interconnection alternatives are provided pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003.

28.10.1 Secured Collocation Open Physical Environment (SCOPE)

(A) Service Description

(1) Secured Collocation Open Physical Environment (SCOPE) is a form of physical interconnection in which customers have the option of placing their equipment in the Telephone Company wire center without enclosing that equipment in a multiplexing node. This arrangement will be located in the same secure, environmentally-conditioned area currently utilized for the standard physical interconnection arrangements as described in Sections 28.2 and 28.7 preceding.

(2) A SCOPE arrangement enables customers that do not want a standard cage-enclosed multiplexing node to install one or more bays of equipment in a secure area. Each individual customer is responsible for providing and installing its own equipment and performing all maintenance-related activities up to the customer side of a shared POT ("SPOT") Bay. The customer's responsibilities include performing the cross-connect or strapping at the SPOT Bay in the same manner as is performed for standard physical interconnection arrangements.

(3) All terms and conditions for physical interconnection as described in this section will apply, except as set forth following.

(TR 1)

28. Expanded Interconnection# (Cont'd)

28.10 Expanded Interconnection Alternatives (Cont’d)

28.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(A) Service Description (Cont'd)

(4) The customer may convert a SCOPE arrangement to a SCOPE arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003, and subject to (a) through (e) following.

(a) The SCOPE arrangement must have been in service on February 17, 2004 or on order (i.e., an Expanded Interconnection application has been submitted to the Telephone Company) under this tariff prior to February 17, 2004.

(b) By March 18, 2004, the customer must notify the Telephone Company of its intent to convert its SCOPE arrangement by submitting written or electronic notification at the same address/website it would normally submit applications for collocation. The notification must include the 11 character CLLI for the SCOPE arrangement and the number of bays associated with the SCOPE arrangement and the tariff or Interconnection Agreement to which it is being converted. Customers in the states of Maine, New Hampshire, and Vermont must also specify if any adjustment due under (d) following should be applied as a one-time credit or as an annual credit of nine (9) installments.

(c) The Telephone Company will convert rates and charges for SCOPE arrangements as set forth in Section 31.28 of this tariff pursuant to the order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003.

See Page 28-114 for further information.

28. Expanded Interconnection# (Cont'd)

28.10 Expanded Interconnection Alternatives (Cont'd)

28.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(A) Service Description (Cont'd)

(4) (Cont'd)

(d) In the states of Maine, New Hampshire, and Vermont, eligible customers will receive an adjustment to offset the difference between construction of the bay(s) assessed and paid under this tariff and the corresponding rates and charges applicable under the state rates, terms, and conditions to which the SCOPE arrangement was converted. The customer has the option to have the adjustment applied as a one-time credit or as an annual credit payable over the first nine (9) years following conversion. The one-time credit amounts and annual credit amounts are set forth in 31.28.3(A)(1) and (A)(2) following, respectively.

(e) The following activities related to the conversion of a SCOPE arrangement pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003 will be completed by the Telephone Company within a timeframe that is reasonable to complete such activities.

(1) Convert the customer's service records and associated monthly billing to a SCOPE arrangement in accordance with the applicable state rates, terms, and conditions; and

(2) Convert the associated cross-connects (or Office Channel Terminations, as applicable) to cross-connect services subject to state rates, terms, and conditions; and

(3) Apply either the one-time credit or first installment of the nine (9) year annual credit as requested by the customer pursuant to (H)(2) preceding. When an annual credit is requested, each annual installment will be applied in the same bill period as the first installment was applied. The adjustment amounts are specified in Section 31.28.3(A)(1) and (A)(2) following. The apmounts shown for the annual credit include interest at 5.45%.

See Page 28-114 for further information.

28 Expanded Interconnection# (Cont'd)

28.10 Expanded Interconnection Alternatives (Cont'd)

28.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(A) Service Description (Cont'd)

(4) (Cont'd)

(e) (Cont'd)

For customers who choose to convert their existing SCOPE arrangements under this tariff to state arrangements, both the one-time credit and the annual credit will be applied against and as reductions in the amounts paid by the customers in the past under this tariff for bay construction in the accounts in which those payments were made. If, as a result of such credit, there is a net balance payable from the Telephone Company to the customer, taking into account all accounts of the customer and all liabilities of the customer to the Telephone Company, the customer will have the option of receiving the net balance as a payment from the Telephone Company or as a continuing credit against future charges.

Credits will not be applied to converted Expanded Interconnection arrangements for which the customer has previously waived claims or executed releases that subsume claims for refund of nonrecurring charges related to Expanded Interconnection under this tariff.

Payment of the annual incentive will continue to the original customer if the multiplexing node is disconnected or the multiplexing node is assigned to a new billing party under the terms specified in 28.9.16 following.

In all cases, the annual adjustment shall cease after nine (9) years.

(5) For customers who do not convert an existing SCOPE arrangement under (4) preceding to a state arrangement, the Telephone Company will provide DC power and other supporting services other than existing cross-connects and existing cable racking and entrance cabling to such arrangements pursuant to the Order in WC Docket No. 02-237, adopted October 17, 2003 and released October 22, 2003. Charges for cable space, other space, and cross-connects under this tariff will continue to apply to such arrangements for facilities in place as of February 17, 2004.

See Page No. 28-114 for further information.

28. Expanded Interconnection# (Cont'd)

28.10 Expanded Interconnection Alternatives (Cont'd)

28.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(B) SCOPE Arrangement

(1) The SCOPE arrangement involves the placement of non-Telephone Company owned or operated equipment in a secure segregated area of the Telephone Company central office. The demarcation point is the SPOT Bay. Each customer will provide and install its own equipment and equipment bay(s) in the designated area. The customer is responsible for the identification of all equipment and bay space in its SCOPE arrangement.

(2) The customer shall not store within the SCOPE area any ancillary equipment not permanently mounted within the bay.

(3) The customer must install a minimum of one shelf of working equipment, equipped with plug-ins, for each SCOPE equipment bay that is ordered from the Telephone Company. Equipment bays must be fully equipped prior to adding subsequent equipment bays. Additional equipment bays that will be used at a future date may be reserved, if they are available, until such time as the Telephone Company requires the reserved bay to meet another customer's service order. The Telephone Company will make reasonable efforts to assign reserved bays so that they are located next to the customer's existing equipment bay; however, the Telephone Company makes no guarantee to that effect.

See Page No. 28-114 for further information.

28. Expanded Interconnection# (Cont'd)

28.10 Expanded Interconnection Alternatives (Cont'd)

28.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(B) SCOPE Arrangement (Cont'd)

(4) The customer may, at its own option and expense, provide a secured enclosure in the equipment bay that conforms with the Telephone Company's Technical Engineering Specifications and NEBS requirements for a standard seven (7) foot high equipment bay, not to exceed twenty-two (22) inches in depth for the total footprint.

(5) In addition to the terms and conditions regarding security measures set forth preceding, if the customer elects to provide a secured cabinet within the equipment bay or to secure the bay entirely, the customer will provide the Telephone Company with keys for direct access in the event of an emergency. In the event the Telephone Company is required to access the customer's secured bay on an emergency basis, the Telephone Company will notify the customer of such access within twenty-four (24) hours.

(C) Application, Engineering and Administration

(1) The customer must request SCOPE arrangements through its Telephone Company Point of Contact subject to the terms and conditions specified in Sections 28.3.1 and 28.8.1 preceding.

(D) Shared Point of Termination (SPOT) Bay

(1) The SPOT Bay is the connection point between the collocated equipment and the Telephone Company network and is shared by all customers in the SCOPE area.

(2) The Telephone Company always provides the SPOT Bay (frame and terminations), subject to the regulations set forth in 28.1.3(C)(1) preceding.

(E) Equipment Bay, Timing, Lighting and AC Outlet Installation

(1) SCOPE is subject to the availability of space and facilities in each central office where interconnection is requested by the customer on a first come, first served basis. Each individual customer is responsible for providing and installing its own equipment and equipment bay(s) in the secured area.

See Page No. 28-114 for further information.

28. Expanded Interconnection# (Cont'd)

28.10 Expanded Interconnection Alternatives (Cont'd)

28.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(E) Equipment Bay, Timing, Lighting and AC Outlet Installation

(2) The Telephone Company will designate the floor space location specific for each bay of equipment installed. In addition to the floor space, the Telephone Company will provide AC, battery and generator backup power, heat, air-conditioning and other environmental support in connection with the customer's transmission equipment in the same manner it provides such support items in connection with its own transmission equipment within that central office.

(3) -48V battery-backed DC Power will no longer provided under this tariff.

AC power (AC outlets) and common aisle lighting will be provided for the entire SCOPE area and will be shared by all customers. Customers requesting additional AC outlets and overhead lighting will be responsible for contracting directly with a Telephone Company approved vendor for any additional AC outlets and lighting. The groundbar for transmission equipment will be a common groundbar shared by all customers in a SCOPE arrangement.

(4) Vendors must comply with the requirements specified in Section 28.1.7 and 28.6.5 preceding. The customer is responsible for all costs within the dedicated space when contracting directly with a Telephone Company-approved contractor.

(5) At the option of the customer, the Telephone Company will provide a synchronized timing source for the customer's electronic communication equipment from a central source within the Telephone Company's network. Business Integrated Timing Supply (BITS) for a SCOPE arrangement is provided under the terms and conditions specified for physical Expanded Interconnection as set forth in 28.2.5 preceding.

See Page No. 28-114 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.10 Expanded Interconnection Alternatives (Cont'd)

28.10.1 Secured Collocation Open Physical Environment (SCOPE) (Cont'd)

(F) Rates and Charges (Cont'd)

(1) Implementation Charges

(a) Application Fees will apply as described in Section 28.3.1 and 28.8.1 preceding, subject to the charges set forth in Section 31.28 following.

(b) The SCOPE Construction charges as set forth in Section 31.28.3 following, is a nonrecurring charge that applies when equipment bays are placed in collocation space and includes AC outlets to be shared by customers, standard aisle lighting, cable racking, high level framing and any common grounding specific to the existing room. The required space per bay is 15 square feet. The charge is assessed per equipment bay installed.

(2) Monthly Rates and Nonrecurring Charges

(a) The Building Space rate as set forth in Section 31.28.3(A)(2) following, is associated with the footprint of the equipment bay. The rate is assessed per equipment bay.

(b) Reserved for future use.

(c) The Cable Space rate applies as set forth in Section 28.2.1(B)(1) following.

(d) The BITS monthly rate and nonrecurring charge apply as described in 28.2.5 preceding, subject to the rates and charges set forth in Section 31.28(A)(10) following.

(3) Other Charges

(a) Reserved for future use.

See Page No. 28-114 for further information

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.10 Expanded Interconnection Alternatives (Cont'd)

28.10.2 Shared Cages

(A) Service Description

(1) A customer with a physical interconnection arrangement under this section shall have the right to share its multiplexing node with one or more additional entities, provided that all such entities are qualified to be customers under this section. All such entities must limit their collocation activities to those permitted under the regulations set forth herein.

For established physical interconnection arrangements, the initial customer is the "Collocator of Record" ("COR"), or "host" customer; the other customer(s) participating in the sharing arrangement is referred to in this tariff as the "guest". When tow or more customers request establishment of a new physical interconnection arrangement to be used as a shared cage, one of the participating customers must agree to be the COR and the other(s) to be the guest(s). The host customer is the Telephone Company's customer and has all the rights and obligations applicable to a customer ordering a physical interconnection arrangement under this tariff, including the obligation to pay all applicable charges whether or not the COR is reimbursed for all or any portion of such charges by its guest(s). Neither this tariff, nor any actions taken by the Telephone Company or COR in compliance with this tariff, shall create a contractual, agency, or any other type of relationship between the Telephone Company and the guest customer(s) in a sharing arrangement; and the Telephone Company does not assume any liability or obligation to the guest(s) for any action of the COR. The involved customers are solely responsible for determining whether to share a multiplexing node, and if so, upon what terms and conditions.

(B) Shared Cage Arrangement

The host customer must notify the Telephone Company in writing of its intention to share its multiplexing node space. All orders for connection to Telephone Company services must be placed by the COR. The host and guest(s) may agree that such orders may be placed by the guest(s), but in such cases, the Telephone Company must be provided with an acceptable Letter of Authorization explicitly authorizing the guest(s) to place such orders. Accordingly, the regulations set forth in Sections 5.2, 28.1 and 28.6.1(B) for the Enhanced Ordering Option apply.

See Page No. 28-114 for further information.

28. Expanded Interconnection# (Cont'd)

28.10 Expanded Interconnection Alternatives (Cont'd)

28.10.2 Shared Cages (Cont'd)

(B) Shared Cage Arrangement (Cont'd)

All terms and conditions for physical interconnection arrangements as described in this Section 28. will apply. In addition, the following terms and conditions will also apply to Shared Cages.

- The host and guests must each be collocating for the purpose of interconnecting to Telephone Company services.

- The COR assumes the responsibility for its guest's violation of all tariff regulations and other requirements related to a Shared Cage arrangement and will be liable for any damage or injury to the Telephone Company caused by the conduct of the guest(s) to the same extent as the COR would be liable if it had engaged in such conduct itself. The COR will also indemnify the Telephone Company against any third party claims resulting from its guest's conduct to the same extent as it would be responsible for such indemnification if it had engaged in such conduct itself.

- The Telephone Company will issue only one identifying multiplexing node and POT Bay CLLI code and provide it to the host. The host will assume connecting facility assignment (CFA) responsibilities.

- All occupancy and specific physical interconnection arrangement communications will be between the host and the Telephone Company as specified in this tariff.

- The host will remain responsible for all costs associated with the multiplexing node. The Telephone Company will not split bill any of the rate elements associated with the multiplexing node (e.g., recurring square foot charges, power, cable space) between the host and its tenant(s).

See Page No. 28-114 for further information.

28. Expanded Interconnection# (Cont'd)

28.11 Provision of Facilities Involving a Competitive Alternative Transport Terminal

28.11.1 General

(B) Shared Cage Arrangement (Cont'd)

The Competitive Alternate Transport Terminal (CATT) provides a shared, alternate splice point within a Telephone Company central office at which a third party competitive fiber provider (CFP) can terminate its facilities for distribution to Expanded Interconnection arrangements within that central office.

28.11.2 CATT Arrangement

The CATT arrangement allows for the splicing of a CFP's facilities at or near the cable vault within a Telephone Company central office for the sole purpose of distributing such facilities to Expanded Interconnection arrangements within that central office.

A maximum of 432 and a minimum of 72 fibers of the CFP's facilities may be spliced at the CATT. At the option of the CFP, up to an additional 432 diversely routed fibers may be spliced at the CATT, provided that separate entry is available. In those central offices with only one entry point, a CFP may requests Special Construction of any additional entry points as described in Sections 2.1.3, 5.1.7 and 28.1.11 preceding.

Splicing of the CFP's fiber optic cable will be accomplished using standard splicing measures or fusion splicing. Fusion splicing may require the use of an alternate splice area as determined by the Telephone Company. The Telephone Company and the CFP will agree on an acceptable database loss for the splice. A minimum of 24 fibers must be terminated at the CATT for use in the central office.

The CFP is responsible for all splicing done at the CATT.

For all installations to/from a CATT, the CFP shall complete a Method of Procedures (MOP) detailing the installation work to be performed by the CFP. The MOP shall be agreed upon and signed by a Telephone Company representative and a CFP representative prior to the beginning of any work effort within the CATT space. The CFP shall prominently display the signed MOP at the equipment bay while performing any work functions.

See Page Nos. 28-3, 28-51, 28-93 and 28-114 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.11 Provision of Facilities Involving a Competitive Alternative Transport Terminal (Cont'd)

28.11.2 CATT Arrangement (Cont'd)

All CFP-provided facilities and splices must comply with the Technical Specifications specified in 28.1.7(D) and (E)preceding.

All applicable universal regulations for fiber optic interconnection as set forth in 28.9 preceding apply to the CFP and its facilities to the CATT.

28.11.3 Provision of CFP Facilities to the CATT

The CFP will be responsible for supplying, installing (for which the CFP must have a Telephone Company-approved vendor handle the installation) and maintaining the cabling between the cable vault of the central office involved and the CATT area. The CFP is further responsible for the physical splicing of its fiber optic cable to the CATT. An authorized representative of the Telephone Company will accompany the CFP or Telephone Company-approved vendor, as applicable, during cable installation or at any time that either party is in the CATT area. Escort Service charges as set forth in 28.11.5 following will apply.

The CFP must provide a Telephone Company approved splice tray and cable enclosure prior to any splicing to the CATT. The Telephone Company will provide equipment support for the CFP splice tray and enclosures as set forth in 28.11.5(D) following. Enclosures must equal the capacity of the installed fiber at 72 fibers per shelf. CFPs may reserve space for additional shelves for future use until such time as the Telephone Company requests the reserved space to meet another CFP's request.

See Page Nos. 28-3, 28-51, 28-93 and 28-114 for further information.

28. Expanded Interconnection# (Cont'd)

28.11 Provision of Facilities Involving a Competitive Alternative Transport Terminal (Cont'd)

28.11.3 Provision of CFP Facilities to the CATT (Cont'd)

The CFP will not store any equipment in the CATT area other than the splice tray and cable enclosure.

Installation of CFP facilities is subject to all applicable regulations for customer provided facilities as set forth in 28.3.2 preceding.

Cable Space Fixed rates, as set forth in 28.11.5(C) following, apply to the CFP per cable installed for the support structure between manhole zero and the CATT area.

Facilities provided by a CFP are further subject to all applicable regulations pertaining to the provision of service as set forth in 28.1.1, 28.5.1 and 28.6.1 preceding.

All testing of the spliced facility (e.g., end-to-end, bi-directionality, etc.) and attenuation, when required, is the responsibility of the CFP.

See Page Nos. 28-3, 28-51, 28-93 and 28-114 for further information.

28. Expanded Interconnection# (Cont'd)

28.11 Provision of Facilities Involving a Competitive Alternative Transport Terminal (Cont'd)

28.11.4 Provision of Facilities Between the CATT and Physical or Virtual Expanded Interconnection Arrangements

The Expanded Interconnection customer (i.e., collocator) will be responsible for supplying fire retardant cable in a minimum of 12 strand increments which the Telephone Company will install and maintain between the CATT and any physical or virtual Expanded Interconnection arrangements to which its facilities are distributed using Telephone Company support structures at these locations, subject to the charges set forth in Section 31.13.2 following.

See Page Nos. 28-3, 28-51, 28-93 and 28-114 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.11 Provision of Facilities Involving a Competitive Alternative Transport Terminal (Cont'd)

28.11.4 Provision of Facilities Between the CATT and Physical or Virtual Expanded Interconnection Arrangements (Cont'd)

The Cable Space rate as set forth in 28.11.5(C) following will apply on a per cable, per linear foot basis as follows. The Cable Space Fixed month rate will apply to the CFP and the Cable Space Per Linear Foot, per cable monthly rate will apply to the ordering Expanded Interconnection customer.

The CATT to Virtual Fiber Distributing Frame rate applies to the Virtual Expanded Interconnection customer as described in 28.5.1 preceding at the rates set forth in Section 31.28.2 following.

Installation of CFP facilities from the CATT is subject to all applicable regulations for customer provided facilities as set forth in 28.3.2 preceding.

Facilities provided from the CATT are further subject to all applicable regulations pertaining to the provision of service as set forth in 28.1.1, 28.5.1 and 28.6.1 preceding.

All testing of the spliced facility (e.g., end-to-end, bi-directionality, etc.) and attenuation, when required, is the responsibility of the CFP.

See Page Nos. 28-3, 28-51, 28-93 and 28-114 for further information.

28. Expanded Interconnection# (Cont'd)

28.11 Provision of Facilities Involving a Competitive Alternative Transport Terminal (Cont'd)

28.11.5 Rates and Charges

(A) CATT Application Fee

A CATT Application Fee, as set forth in Section 31.28.11 following, is to be submitted by the CFP in order to process their completed application. This fee applies for application processing and administrative activities performed by the Telephone Company in the processing of the request. The CATT Application Fee applies for each request in which CFP facilities will be spliced at the CATT. If the CFP cancels its request prior to installation, any unused portion of the CATT Application Fee will be refunded.

(B) Engineering and Implementation Fee

An Engineering and Implementation Fee, as set forth in Section 31.28.11 following, applies as a one-time charge for planning, Telephone Company engineering and project management of the request to terminate facilities to the CATT.

(C) Cable Space

The Cable Space rate applies for cable space and support within the serving central office entrance manhole and the CATT arrangement. Cable space rates apply to the CFP as a fixed monthly rate per cable and to the Expanded Interconnection customer as a rate per linear foot, per cable as set forth in Section 31.28.1(B)(1) following.

See Page Nos. 28-3, 28-51, 28-93 and 28-114 for further information.

ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)

28.11 Provision of Facilities Involving a Competitive Alternative Transport Terminal (Cont'd)

28.11.5 Rates and Charges (Cont'd)

(D) Equipment Support

The Equipment Support rate applies monthly to CFP for Telephone Company support services including the cost of providing the equipment bay for the splice enclosure and associated floor space. The Equipment Support rate applies per 72 fibers, per shelf and will be assessed based on the size of the cable installed, regardless of whether or not the actual cable has been spliced or terminated. Equipment Support rates are set forth in Section 31.28.11 following.

(E) Escort Service

Escort Service is required in a Telephone Company central office for all activity performed by the CFP from the manhole to the CATT. The CFP's or Collocator's personnel, as applicable, will be allowed access only when a qualified Telephone Company escort is available. The Telephone Company shall provide an escort on reasonable notice subject to the charges set forth in 31.13.2 following.

See Page Nos. 28-3, 28-51, 28-93 and 28-114 for further information.

Issued: March 17, 2008 Effective: April 1, 2008

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ACCESS SERVICE

29. INCIDENTAL INTERLATA SERVICES

Incidental InterLATA Services are available to customers of Telephone Company access services.

29.1 Common Channel Signaling (CCS) – Gateway Access Service

29.1.1 General

CCS – Gateway Access Service enables a customer to route SS7 signaling messages over the Telephone Company's Common Channel Signaling network to the LATA where a Gateway Access STP Hub (hereinafter "Gateway Hub") is located and to STP pairs in other LATAs served by that Gateway Hub.

Common Channel Signaling Access as set forth in 6.1.3(A)(2)(e) preceding provides the transport and point of termination to the signal switching capability of the Gateway Hub. Gateway Access Service provides the customer with access to a shared Gateway Access Port on the CCSA network side of the Gateway Hub. A Gateway Access Port is not dedicated to the customer.

CCS – Gateway Access Service is limited to SS7 signaling used in connection with the provision of telephone exchange services or exchange access services by a local exchange carrier and to common carriers offering InterLATA services at any location within the area in which the Telephone Company provides telephone exchange service or exchange access service.

CCS – Gateway Access Service may not be combined with standard Common Channel Signaling Access within any LATA served by the Gateway Hub.

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ACCESS SERVICE

29. INCIDENTAL INTERLATA SERVICES

29.1 Common Channel Signaling (CCS) – Gateway Access Service

29.1.2 Gateway Access STP Hub Locations

The Gateway Hub is located in LATA 122 (New Hampshire) and provides access to LATA 122, LATA 120 (Maine), LATA 124 (Vermont), LATA 126 (Western (N) Massachusetts) and LATA 130 (Rhode Island). As of the effective date of this tariff, no further orders will be accepted which include access to LATAs 126 and 130. (N)

29.1.3 Testing

Network compatibility and other operational tests will be performed cooperatively by the Telephone Company and the customer. These tests will verify the capabilities as set forth in the Technical Publication TR-TSV-000905.

29.1.4 Transmission Specifications

Transmission specifications for CCS – Gateway Access Service signaling connections are set forth in the Technical Publication TR-TSV-000905.

29.1.5 Rate Regulations

A monthly rate for Gateway Access Service applies per CCSA STP port connected at the Gateway Hub. Common Channel Signaling Access rates and charges as set forth in 31.6.1(G) and 31.6.2(B) following apply for the dedicated transport and point of termination to the Gateway Hub.

A service rearrangement charge applies for the rerouting of existing STP signaling traffic from a CCSA STP to a Gateway Hub on a per LATA basis.

29. Incidental InterLATA Service (Cont'd)

29.2 Call Management Signaling Service

29.2.1 General

(A) Call Management Signaling Service ("Service" or "CMSS") provides a customer with terminating detail information and with the capability to provide instructions back to the Telephone Company regarding the forwarding or other disposition of calls terminating or attempting to terminate at a telephone line, subscribed to the Telephone Company's service, of the customer's end user. The Telephone Company will deliver this service over a secure IP (Internet Protocol) network connection using standard XML-based formatted data.

(B) In every instance that a call attempts to terminate at a Telephone Company end office to a customer's end user's telephone line provisioned with the Service, the Telephone Company will provide the customer with signaling information describing the attempted call termination and terminating detail for the call (collectively "Terminating Detail"). All Terminating Detail will be provided to a Telephone Company interface server and then made available to customers through a secure IP network connection using an XML-based data format.

(C) In every instance that a customer is provided with Terminating Detail for a call, the customer will be required to respond with a valid response ("Response") within a predetermined interval described in 29.2.1(E) below ("Response Interval"), as further described in the Technical Memorandum for Incidental InterLATA Call Management Signaling Service associated with the FCC Short Term Notice of Network Change dated March 2007. Valid Responses include an instruction for the Telephone Company to forward the call to a different domestic telephone number, to block the call or to permit the call to terminate to the customer's end user's line.

(D) In the event no Response is received within the Response Interval referenced in (C) above, the Telephone Company will proceed with terminating the call to the customer's end user's line. Responses to the Telephone Company from the customer are received through a secure IP network connection and in an XML-based data format.

ACCESS SERVICE

29. Incidental InterLATA Service (Cont'd)

29.2 Call Management Signaling Service (Cont'd)

29.2.1 General (Cont'd)

(E) Two different levels of Terminating Detail are available with the Service:

(1) With Calling Name (WCN)

If the end user line is subscribed to Terminating Detail WCN, the Terminating Detail will provide, when available, the calling party's telephone number, the calling party's name, the time of the call and the date of the call. The Response Interval (as described in 29.2.1(C)) in the case of an end user line subscribed to this level of Terminating Detail, is 18 seconds.

(2) Without Calling Name (WOCN)

If the end user line is subscribed to Terminating Detail WOCN, the Terminating Detail will provide, when available, the calling party's telephone number, the time of the call and the date of the call. The Response Interval (as described in 29.2.1(C)) in the case of an end user line subscribed to this level of Terminating Detail, is 4 seconds.

29.2.2 Service Availability

The Service will be provided where technical capability exists on the customer's end-user lines which are subscribed to Telephone Company service and originate from Telephone Company end offices equipped with Advanced Intelligent Network (AIN) capability. The AIN capability information can be found in the NATIONAL EXCHANGE CARRIER, INC., TARIFF F.C.C. NO. 4.

29.2.3 Responsibilities of the Customer

(A) The customer must notify its end users to provide the Telephone Company with authorization for each line, on a per-line basis, for which the customer is seeking to receive an end-user customer's Terminating Detail information. Customer's end users must provide authorization by accessing the Telephone Company Internet web site, as follows: https://www.fpcarrierservices.com/. The Telephone Company will reject a customer's request for CMSS if authorization from customer's end-user has not been provided prior to receipt of an order.

(B) The customer must place an order, in a manner specified by the Telephone Company, for each of its end-user's lines for which it requests Terminating Detail. As part of each order, the customer must specify if the Terminating Detail will include the calling name (WCN) or not (WOCN).

(TR 1)

29. Incidental InterLATA Service (Cont'd)

29.2 Call Management Signaling Service (Cont'd)

29.2.3 Responsibilities of the Customer (Cont'd)

(C) In order to use CMSS, the customer will be required to have computer server equipment to exchange data in XML format over a secure IP network connection, to obtain a secure IP network connection from the customer's location, and to comply with the Telephone Company's security/network integrity and data exchange requirements. Detailed information about the XML-based data interchange, such as data fields and valid values can be found in the Technical Memorandum for Incidental InterLATA Call Management Signaling Service associated with the FCC Short Term Notice of Network Change dated March 2007. To use this Service, the Customer must procure either a secure IP network connection using the Internet or a secure dedicated IP network connection. Either option selected must support Secure Socket Layer (SSL) communication, using 128-bit encryption, and the customer's server must be equipped with a valid SSL certificate for authentication. Customers will be required to complete interoperability/network integrity testing, and to submit to a security review by the Telephone Company, prior to turn up. The Telephone Company may implement transaction management procedures when experiencing excessive volume traffic or other adverse conditions. Additional details about the Telephone Company's security/network integrity requirements can be found in the Technical Memorandum for Incidental InterLATA Call Management Signaling Service associated with the FCC Short Term Notice of Network Change dated March 2007.

29.2.4 Rate Regulations

(A) Charges for CMSS are applied on a per call signal basis where a "call signal" refers to an instance of Terminating Detail provided to the customer for a call terminating or attempting to terminate at the customer's end user's telephone line.

(B) Minimum Monthly Billing

(1) A minimum of one (1) million call signals per month will be billed to customers who subscribe to CMSS. CMSS provided to a customer under this tariff, together with CMSS provided to such customer by the Telephone Company shall be referred to as "Covered CMSS." The number of call signals in a month provided by the Telephone Company to the customer under any Covered CMSS shall be referred to as "Total Monthly CMSS Call Signals."

ACCESS SERVICE

29. Incidental InterLATA Service (Cont'd)

29.2 Call Management Signaling Service (Cont'd)

29.2.4 Rate Regulations (Cont'd)

(B) Minimum Monthly Billing

(2) In any month when the number of Total Monthly CMSS Call Signals is less than 1 million, and provided more than twelve (12) months have passed since the customer first subscribed to any Covered CMSS, the customer will be billed for the difference ("Shortfall") between the actual call signals provided to the customer under any Covered CMSS ("Actual Monthly Call Signals") and the minimum of one (1) million call signals, as follows:

(i) if at any time during the applicable month, the customer is subscribed to Covered CMSS at only the Terminating Detail WCN level and more than twelve (12) months have passed since the customer first subscribed to Covered CMSS at the Terminating Detail WCN level, then the per call signal rate element applied to the Shortfall will be the rate element for the Terminating Detail WCN level of CMSS, as set forth in Section 31.29.2;

(ii) if at any time during the applicable month, the customer is subscribed to Covered CMSS only at the Terminating Detail WOCN level, and more than twelve (12) months have passed since the customer first subscribed to Covered CMSS, then the per call signal rate element applied to the Shortfall will be the rate element for Terminating Detail WOCN level of CMSS set forth in Section 31.29.2;

(iii) if at any time during the applicable month, the customer is subscribed to Covered CMSS at a combination of Terminating Detail WCN and Terminating Detail WOCN levels, and twelve (12) months have passed since the customer first subscribed to any Covered CMSS, then the per call signal rate element applied to the Shortfall will be the rate element for Terminating Detail WOCN level of CMSS set forth in Section 31.29.2.

(TR 1)