

## ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)

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2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)2.7.2.3 2009 Enhanced SLA Plan for Qualifying Services (Cont'd)

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## (B) Subscription and Term of the 2009 Enhanced SLA Plan

(1) To participate in the 2009 Enhanced SLA Plan, the customer must submit a subscription, in writing, to the Telephone Company. The subscription shall include information needed by the Telephone Company to identify the customer and the Qualifying Services (including, for example, an Access Customer Name Abbreviation (ACNA) for the customer or a list of all Billing Account Numbers (BANs) and circuit IDs for Qualifying Services).

(2) The customer must designate the region for which it is subscribing, which must include two (2) or more state(s). The customer may subscribe to the 2009 Enhanced SLA Plan for all of the states covered by this tariff or for only some of the states covered by this tariff. However, the customer must either subscribe to the 2009 Enhanced SLA Plan set forth in this tariff for at least two states in which the customer has Qualifying Services, or subscribe to the 2009 Enhanced SLA Plan set forth in this tariff for one state in which the customer has Qualifying Services and to the 2009 Enhanced SLA Plan for Qualifying Services set forth in The Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.2.3, Tariff F.C.C. No. 14, Section 2.8.2.3, or Tariff F.C.C. No. 16, Section 2.7.2.3, for at least one other state in which the customer has Qualifying Services.

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The customer must designate on its subscription the states for which the customer is subscribing to the 2009 Enhanced SLA Plan. All of the customer's ACNAs within the designated states must be included in the 2009 Enhanced SLA Plan. If after a customer has subscribed to the 2009 Enhanced SLA Plan for a state the customer acquires an additional ACNA(s) for that state, the customer must submit a subscription adding such ACNA(s) to the 2009 Enhanced SLA Plan. If the customer does not have an ACNA, all of its BANs within the designated states must be included in the 2009 Enhanced SLA Plan. If after a customer who does not have an ACNA has subscribed to the 2009 Enhanced SLA Plan for a state, the customer acquires an additional BAN(s) for that state, the customer must submit a subscription adding such BAN(s) to the 2009 Enhanced SLA Plan. Subject to acceptance of the subscription for the additional ACNA(s) or BAN(s) by the Telephone Company, the subscription for the additional ACNA(s) or BAN(s) shall become effective within the same time frame as the time frame for a new subscription to the 2009 Enhanced SLA Plan to become effective as provided in (B)(4) following.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.2 Enhanced Service Level Agreements (Enhanced SLAs) (Cont'd)

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2.7.2.3 2009 Enhanced SLA Plan for Qualifying Services (Cont'd)

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## (B) Subscription and Term of the 2009 Enhanced SLA Plan (Cont'd)

- (3) As a condition for participation in the 2009 Enhanced SLA Plan, there must be a combined total of at least thirty-five (35) measured transactions (combined total orders and trouble reports) for the customer per calendar month measured under (C) and (D) following and The Verizon Telephone Companies Tariff F.C.C. No. 11, Sections 2.8.2.3(C) and (D), Tariff F.C.C. No. 14, Sections 2.8.2.3(C) and (D), and Tariff F.C.C. No. 16, Sections 2.7.2.3(C) and (D). In addition, at least 50% of the combined total number of transactions (combined total orders and trouble reports) for the customer measured under (C) and (D) following and The Verizon Telephone Companies Tariff F.C.C. No. 11, Sections 2.8.2.3(C) and (D), Tariff F.C.C. No. 14, Sections 2.8.2.3(C) and (D), and Tariff F.C.C. No. 16, Sections 2.7.2.3(C) and (D), must be electronic transactions. Failure to maintain either of these minimum requirements for three (3) consecutive months, except when the failure is due to the unavailability of Telephone Company systems for electronic submission of ordering and repair transactions, will result in termination of the customer's subscription to the 2009 Enhanced SLA Plan. The Telephone Company will provide the customer written notice of such termination. Such termination shall be effective at 11:59 p.m. on the last day of the calendar month following the calendar month in which the Telephone Company provided the customer notice of termination. Following such termination, the customer may not resubscribe to the 2009 Enhanced SLA Plan.

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- (4) The 2009 Enhanced SLA Plan will become effective for a qualifying customer on a date agreed to by the customer and the Telephone Company that is within 60 days following receipt and acceptance by the Telephone Company of the customer's written subscription request (provided that the 2009 Enhanced SLA Plan shall not become effective for a customer prior to January 1, 2009). All subscriptions will become effective on the first day of a calendar month. A subscription will apply to the calendar month in which it becomes effective and to each calendar month thereafter through December 2009, unless cancelled sooner in accordance with this Tariff. The 2009 Enhanced SLA Plan will end on December 31, 2009, unless cancelled sooner by the Telephone Company. The Telephone Company will not perform any measurements under the 2009 Enhanced SLA Plan for months after December 2009. The customer will not receive any credits under the 2009 Enhanced SLA Plan for months after December 2009.

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## ACCESS SERVICE

2. General Regulations (Cont'd)2.7 Service Level Agreements (Cont'd)2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

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2.7.3.1 2009 National SLA Plan for Qualifying Services (Cont'd)

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## (A) General (Cont'd)

## (6) Threshold Measurements

- (a) Threshold measurements for a customer for the "DS1" Service Category under (C) and (D) following will include the customer's "DS1" Qualifying Services measured under the 2009 National SLA Plans for Qualifying Services set forth in this Section 2.7.3.1 and the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.1, Tariff F.C.C. No. 14, Section 2.8.3.1, and Tariff F.C.C. No. 16, Section 2.7.3.1.

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- (b) Threshold measurements for a customer for the "DS3" Service Category under (C) and (D) following will include the customer's "DS3" Qualifying Services measured under the 2009 National SLA Plans for Qualifying Services set forth in this Section 2.7.3.1 and the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.1, Tariff F.C.C. No. 14, Section 2.8.3.1, and Tariff F.C.C. No. 16, Section 2.7.3.1.

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- (7) The 2009 National SLA Plan measurement period will be based on a calendar month. A customer shall be eligible for credits under the 2009 National SLA Plan for a calendar month only if there are at least 50 measured transactions (combined total orders and trouble reports measured under the threshold measurements in (C) and (D) following) for that customer during that calendar month.

- (8) For any calendar month, the combined total of all credits applied to an individual Qualifying Service pursuant to this tariff may not exceed the total nonrecurring installation charges billed to the customer for that individual Qualifying Service for that calendar month plus one month of the monthly recurring charges billed to the customer for that individual Qualifying Service.

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## (B) Subscription and Term of the 2009 National SLA Plan

- (1) To participate in the 2009 National SLA Plan, the customer must submit a subscription, in writing, to the Telephone Company during one of the three (3) open subscription periods identified in (B)(4) following. The subscription shall include information needed by the Telephone Company to identify the customer and the Qualifying Services (including, for example, an Access Customer Name Abbreviation (ACNA) for the customer or a list of all Billing Account Numbers (BANs) and circuit IDs for Qualifying Services). If an ACNA for the customer is not provided in the initial subscription, the customer must provide the Telephone Company with information for each new Qualifying Service ordered subsequent to the initial subscription to the 2009 National SLA Plan.
- (2) In order to subscribe to the 2009 National SLA Plan under this tariff, the customer also must subscribe to the 2009 National SLA Plans for Qualifying Services set forth in the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.1, Tariff F.C.C. No. 14, Section 2.8.3.1, and Tariff F.C.C. No. 16, Section 2.7.3.1, if the customer has services that are eligible for such plans.
- (3) As a condition for participation in the 2009 National SLA Plan, the customer must maintain a minimum of 70% electronic transactions per calendar month (70% of the combined total order and repair activity measured under the threshold measurements in (C) and (D) following). Failure to maintain this minimum electronic transaction level for three (3) consecutive calendar months will result in termination of the customer's subscription to the 2009 National SLA Plan, except when the failure is due to the unavailability of Telephone Company systems for electronic submission of ordering and repair transactions. The Telephone Company will provide the customer written notice of such termination. Such termination shall be effective at 11:59 p.m. on the last day of the calendar month following the calendar month in which the Telephone Company provided the customer notice of termination. Following such termination, the customer may not resubscribe to the 2009 National SLA Plan.

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2.7.3 National Service Level Agreements (National SLAs) (Cont'd)

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2.7.3.1 2009 National SLA Plan for Qualifying Services (Cont'd)

## (B) Subscription and Term of the 2009 National SLA Plan (Cont'd)

- (5) A customer may terminate its subscription for the 2009 National SLA Plan by providing written notice of termination to the Telephone Company. If the customer's notice of termination is received by the Telephone Company on or before the 20th day of a calendar month, the termination shall be effective at 11:59 p.m. on the last day of the calendar month in which such notice of termination is received by the Telephone Company. For instance, if the Telephone Company receives the notice of termination on October 19th, the termination will be effective at 11:59 p.m. on October 31st. If the customer's notice of termination is received by the Telephone Company after the 20th day of a calendar month, the termination will be effective at 11:59 p.m. on the last day of the calendar month following the calendar month in which the Telephone Company receives the notice of termination. For instance, if the Telephone Company receives the notice of termination on October 27th, the termination will be effective at 11:59 p.m. on November 30th. If a customer elects to terminate its subscription for the 2009 National SLA Plan, the customer must also terminate its subscription to the 2009 National SLA Plans for Qualifying Services under the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.1, Tariff F.C.C. No. 14, Section 2.8.3.1, and Tariff F.C.C. No. 16, Section 2.7.3.1. The customer's notice of termination of its subscription under any of the 2009 National SLA Plans for Qualifying Services under this tariff or the Verizon Telephone Companies Tariff F.C.C. No. 11, Section 2.8.3.1, Tariff F.C.C. No. 14, Section 2.8.3.1, and Tariff F.C.C. No. 16, Section 2.7.3.1, shall be deemed to be notice of the customer's termination of its subscription under all of these plans. If a customer terminates its subscription to the 2009 National SLA Plan, the customer may not resubscribe to the 2009 National SLA Plan.

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