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8-40.40	1st	8-64	1st	8-94	2nd
8-40.41	2nd	8-65	1st	8-95	1st
8-40.42	1st	8-66	1st	8-96	2nd
8-40.43	2nd	8-67	1st	8-97	1st
8-40.44	1st	8-68	1st	8-98	1st
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8-46	1st	8-80	1st	8-111	2nd
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8-48	1st	8-82	2nd	8-113	2nd
8-49	1st	8-83	3rd	8-114	2nd
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7. PRIVATE LINE TRANSPORT SERVICE

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7. PRIVATE LINE TRANSPORT SERVICE

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7. PRIVATE LINE TRANSPORT SERVICE

7.1 GENERAL

7.1.3 MULTI-PRODUCT PRICING PLANS (Cont'd)

B. Regional Commitment Program (RCP)

The following terms, conditions and rates apply to the Regional Commitment Program (RCP) established on or after June 1, 2010. RCPs established prior to that date are grandfathered as of May 31, 2010 and new customers are not permitted to enter into those grandfathered RCPs. Grandfathered terms, conditions and rates can be found in Section 7.99.13.

1. Description

A RCP is an optional pricing plan that allows DS1 and/or DS3 customers to receive 22% price reductions for committing to a minimum monthly recurring revenue on DS1 and/or DS3 circuits provided to customer under Sections 7 and 17 of this Tariff for a 48-month term. The price reductions are taken from the month-to-month rates provided under Sections 7 and 17 of this Tariff for the DS1 and DS3 circuits. Customers have the option of having RCP DS1 and/or DS3 rates stabilized or non-rate stabilized. Rate stabilized means rates are set at the then current month-to-month rates on the date the RCP becomes effective and customers will not receive rate increases or decreases during the term of the RCP. Non-rate stabilized means customers will receive rate increases and decreases if the month-to-month rates change during the term of the RCP.

A circuit is identified as a point-to-point connection and may consist of a Channel Termination(s), Channel Termination(s) and Transport Channel or Transport Channel only. Revenue for DS1 and DS3 circuits must be committed to, counted, and credited separately by DS1 and DS3 Service.

For DS1 Service, a customer must commit to a minimum of 95% of the monthly recurring revenue of their total Company-provided in-service DS1 Service circuits provided under Sections 7 and 17 of this Tariff within the Company's 14-state region. For DS3 Service, a customer must also commit to a minimum of 95% of the monthly recurring revenue of their total Company-provided in-service DS3 Service circuits provided under Sections 7 and 17 of this Tariff within the Company's 14-state region.

The commitment level and RCP credit only apply to Company-provided service as set forth in Sections 7 and 17 of this Tariff. The customer has various options for maintaining the 95% commitment level of DS1 circuits and DS3 circuits as described in 4., following. The RCP credit applies to 100% of the monthly recurring revenue for DS1 and DS3 Services, except for the services identified in 2.a., following.

(M) Certain material previously found on this page has been grandfathered and can now be found on Page 7-868.

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7. PRIVATE LINE TRANSPORT SERVICE

7.1 GENERAL

7.1.3 MULTI-PRODUCT PRICING PLANS

B.1. (Cont'd)

At the time a DS1 Services RCP is first established for a new DS1 RCP customer, all of the customer's Variable Term Pricing Plans (VTPP) and month-to-month DS1 Services must be converted to RCP. Once the DS1 RCP has been established, DS1 customers may choose to move qualifying RCP DS1 circuits to a VTPP. However when a DS1 is ordered subsequent to the establishment of a DS1 RCP and facilities or equipment are not available at the time of the customer's request, the new DS1 circuit(s) must complete a VTPP prior to inclusion in any RCP.

At the time a DS3 Services RCP is first established for a new DS3 RCP customer, all of the customer's VTPP and month-to-month DS3 Services must be converted to RCP. However when a DS3 is ordered subsequent to the establishment of a DS3 RCP and facilities or equipment are not available at the time of the customer's request, the new DS3 circuit(s) must complete a VTPP prior to inclusion in any RCP, as specified in 2.h., following.

Renewal of an existing DS3 RCP, will only convert the customer's month-to-month DS3 Services to RCP. The RCP customer's DS3s still completing VTPP commitments will not convert to the renewing RCP until the VTPP is fulfilled.

A customer can have only one RCP in effect at a time.

(M)
(N)

(N)

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7. PRIVATE LINE TRANSPORT SERVICE

7.1 GENERAL

7.1.3 MULTI-PRODUCT PRICING PLANS

B. Regional Commitment Program (RCP) (Cont'd)

2. Terms and Conditions

- a. Grandfathered features and services, such as capacity service, are not included in the RCP monthly recurring calculations. The following DS1 Services are also excluded from the RCP calculations.

- Automatic Loop Transfer
- D.C. Line Power
- Transfer Arrangement
- Free-Framed DS1 Service

- b. During the commitment period of 48 months, the customer's RCP services may be moved as set forth in 7.1.1.D. All applicable nonrecurring charges for the move will apply. The monthly rates for the moved RCP service will not change simply because the customer moved the service. The Termination Liability and Waiver Policy, as set forth in 7.1.8, will not apply to DS1 and DS3 Service moves under RCP.

- c. Requests or orders to establish RCP, received by the close of business on the 15th of the month, will be effective with the following month's billing periods. For each billing period, RCP customers will then receive credit on their next month's billing for RCP. Except those services/features specified in a., preceding, all monthly recurring rate elements described in 7.11.4 and 7.12.4 are included in the calculation of the RCP credit. DS1 and DS3 credits are calculated and applied separately. Use the following method to calculate the credit amount.

- Determine the total eligible monthly billing for Services in a bill issued in the particular calendar month for which the RCP credit calculation is made.
- Multiply the result times 22%.

(M)
(N)

(N)

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7. PRIVATE LINE TRANSPORT SERVICE

7.1 GENERAL

7.1.3 MULTI-PRODUCT PRICING PLANS

B.2. (Cont'd)

- d. The report used to determine the eligible monthly billing is created following the end of each calendar month by separately totaling all of the eligible monthly recurring charges for DS1 and DS3 Service(s), as applicable, included in bills generated in that calendar month. The bill date for those accounts may occur on various dates in the calendar month and may not reflect order activity involving moves, additions, changes or deletions occurring during that calendar month or delays in posting of order activity in the Company's billing systems. RCP credit and shortfalls may not appear on the customer's immediate next month's bill after order activity involving moves, additions, changes or deletions because of delays in posting the order in the Company's billing systems. Previous month's RCP billing totals will not be recalculated for order activity involving moves, additions, changes or deletions or when order posting is delayed; however, fractional charges will be reflected on the bill when the order posts to the billing system.
- e. At the end of the RCP term, the DS1 and DS3 Services may be converted to a new RCP at the rates in effect at the time the new RCP is established. An extension of the existing RCP with existing RCP rates is not available. If the customer does not subscribe to a new RCP, the RCP credit will no longer be applied to the customer's bill(s).
- f. Following are the only situations in which a customer may change responsibility of an RCP. Customers with a grandfathered RCP will be converted to the current RCP offering when a change of responsibility takes place.
- (1) If a customer's entire business is sold or a merger/acquisition takes place, the following applies.
- If the new owner does not continue RCP(s), Termination Liability applies.
 - If both companies are in RCPs, the plans are combined and renegotiated to the then-current RCP terms and conditions.
 - If the new owner is not under an RCP(s) and the sale or merger/acquisition takes place, the commitment level of the company with the RCP will be increased by 95% of the monthly recurring revenue for total Company-provided in-service DS1 and/or DS3 Service circuits provided under Sections 7 and 17 of this Tariff within the Company's 14-state region of the Company without the RCP on the first day of the month following the addition.

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7. PRIVATE LINE TRANSPORT SERVICE

7.1 GENERAL

7.1.3 MULTI-PRODUCT PRICING PLANS

B.2.f. (Cont'd)

- (2) If a customer (Customer A) permits a transfer of use of their service, specified in 2.1.2, to another customer (Customer B) and (1), preceding, does not apply, when there is an RCP on one or both of the customers' services, the following applies.
- If Customer B does not have existing service(s) with an RCP(s) and does not renegotiate Customer A's RCP(s) for another 48 months, Termination Liability applies on the Customer A Service(s) as specified in 7.1.8.
 - If Customer B already has service(s) with RCP(s), the plans are combined and renegotiated to the then-current RCP terms and conditions.
 - If the preceding conditions are met, and Customer A still has in-service circuits, the RCP(s) must be retained until the expiration date or Termination Liability charges apply to the remaining in-service circuits. Customer A may lower its commitment level by the number of in-service circuits transferred to Customer B and Termination Liability charges do not apply to those transferred circuits if Customer B has entered into a new RCP for the transferred circuits.
- g. Customers with DS3 RCP may also have DS1 RCP, and visa versa. The monthly recurring revenues for the circuits are not added together for the credit calculation, however they are considered to be one RCP. The DS1 and DS3 monthly recurring revenues are calculated separately to determine the credit amounts. When both apply, two credits will appear on the customer's bill.
- h. When DS3 facilities or equipment are not available at the time of the customer's request, new DS3 Service circuits must complete a VTPP prior to inclusion in an RCP.

3. Commitment Level

- a. RCP is established by committing a minimum of 95% of the monthly recurring revenue for a customer's aggregate Company-provided in-service DS1 circuits, and/or their aggregate Company-provided in-service DS3 circuits for a term of 48 months. The commitment level of 95% applies to all in-service DS1/DS3 circuits. The actual revenue commitment will be adjusted monthly or annually to reflect 95% of the current monthly recurring revenue for Company-provided in-service circuits except as specified in 4., following.

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7. PRIVATE LINE TRANSPORT SERVICE

7.1 GENERAL

7.1.3 MULTI-PRODUCT PRICING PLANS

B. Regional Commitment Program (RCP)

3. Commitment Level(Cont'd)

- b. This commitment level will remain for the duration of the term unless adjusted as set forth in 4., following. The calculation for DS1 and DS3 commitment levels is the same. For example, a customer with \$30,000 in monthly recurring revenue for in-service DS1 circuits must commit to a minimum of \$28,500 for 48 months.
- c. For each month the eligible monthly recurring revenue falls below the commitment level, the customer will be charged a shortfall on their next month's billing. The shortfall amount will be the difference between the commitment amount and the actual monthly recurring revenue. The applicable shortfall charge(s) appears on the next month's billing.

For example, a customer who commits to \$28,500 for DS1 circuits but only has \$25,000 is charged a shortfall level of \$3,500.

Further the RCP credit is determined by multiplying the monthly recurring revenue commitment level of \$28,500 times 22% which equals the RCP credit of \$6,270. Even though there is a shortfall, the bill will show the full RCP credit.

The shortfall charge of \$3,500 and the RCP credit of \$6,270 will appear on the RCP customer's next months billing.

If a customer's shortfall is due to the sale of serving wire centers or exchanges of both end points of the circuit, a shortfall charge will not apply.

(M)
(N)

(N)

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7. PRIVATE LINE TRANSPORT SERVICE

7.1 GENERAL

7.1.3 MULTI-PRODUCT PRICING PLANS

B. Regional Commitment Program (RCP) (Cont'd)

4. Adjusting the Commitment Level

a. Increasing the RCP Commitment Level

At the customer's written request, the Company will validate the customer's commitment level either monthly or annually to ensure that the customer maintains the 95% minimum commitment. If customer selects the monthly option, the Company will automatically increase the monthly recurring revenue commitment level each month that the monthly recurring revenue for in-service circuits increases except as specified for DS3 in 2.h., preceding. If the monthly recurring revenue for DS1/DS3 circuits has decreased from the previous month's commitment level, the commitment level will not decrease.

If customer selects the annual option, the Company will validate the commitment level annually to ensure that the customer maintains the 95% minimum commitment. At the time of the annual review, the commitment level will be changed by the Company to reflect 95% of the current monthly recurring revenue for in-service DS1/DS3 circuits if the monthly recurring revenue for Company-provided circuits has increased from the previous year. If the monthly recurring revenue for DS1/DS3 circuits has decreased from the previous year, the commitment level will remain the same for the next 12 months.

b. Decreasing the RCP Commitment Level

The monthly recurring revenue commitment level may be decreased by notifying the Company in writing, however, Termination Liability may apply as set forth in 5., following, and 7.1.8. A decrease in the commitment level will not change the expiration date of the RCP. Decreases in the commitment level, when notice is received by the close of business on the 15th of the month, will be effective the first day of the following month. If the serving wire centers or exchanges of both end points of a circuit are sold, the commitment level will be decreased by the monthly recurring revenue for the circuits included in such sale. If a customer's decrease in the commitment level is due to the sale of serving wire centers or exchanges, Termination Liability will not apply.

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7. PRIVATE LINE TRANSPORT SERVICE

7.1 GENERAL

7.1.3 MULTI-PRODUCT PRICING PLANS

B. Regional Commitment Program (RCP) (Cont'd)

5. Termination Liability and Waiver Policy[1]

- a. A discontinuance of all DS1 and DS3 Services under the RCP before the expiration date will result in the application of the Termination Liability as set forth in 7.1.8, following. The Termination Liability percentage is 50% for DS1 and DS3 Service under RCP. A decrease in the commitment level before the expiration date will also result in the application of the Termination Liability. The Waiver Policy, as set forth in 7.1.8, following does not apply to the discontinuance of all DS1 and DS3 Services under the RCP.
- b. For example, to determine the Termination Liability in 7.1.8 for a decrease in the commitment level, multiply the monthly recurring revenue decrease by the number of months remaining in the RCP and then multiply the amount by 50%. For example, a decrease of \$2,000 in monthly recurring revenue multiplied times 10 remaining months times 50% (Termination Liability) equals \$10,000.
- c. DS1/DS3 Services included in an RCP may be migrated to other Company provided services (including without limitation, migrations due to the availability of Company replacement technologies) and the commitment level may be reduced by the monthly recurring revenue for the number of circuits migrated to other Company provided services, at the customer's request, without incurring Termination Liability if the customer satisfies the conditions specified in the Waiver Policy, set forth in 7.1.8, following. One of the conditions of the Waiver Policy for migrations to other services is that the total value of the new service must be equal to or greater than 115% of the remaining value of the discontinued DS1/DS3 Services under the existing RCP.
- d. To determine the remaining value of the DS1 and DS3 Services under RCP, multiply monthly recurring revenue for the decreased circuits number of months remaining in the RCP. For example, a decrease of \$2,000 of monthly recurring revenue for DS1 Service circuits times 10 remaining months, times 115% (Waiver Policy) equals \$23,000. The value of the new services must be \$23,000 or greater to waive the Termination Liability.
- e. If the Waiver Policy does not apply, a reduction in the RCP commitment level for circuits migrated to other Tariffed services will incur Termination Liability.

[1] DS1 customers may elect to move off of RCP to a DS1 VTPP without application of RCP TLA.

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7. PRIVATE LINE TRANSPORT SERVICE

7.1 GENERAL

7.1.3 MULTI-PRODUCT PRICING PLANS

B. Regional Commitment Program (RCP) (Cont'd)

6. Converting VTPP to RCP

At the time a new RCP customer establishes its first RCP, all of the customer's VTPP Services will be converted to RCP at the rates in effect as of the RCP establishment date. Termination Liability will not apply for those services converted to RCP. An RCP new minimum period applies.

(M)
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(N)

(M) Certain material previously found on this page has been grandfathered and can now be found on Page 7-876.

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7. PRIVATE LINE TRANSPORT SERVICE

7.99 GRANDFATHERED SERVICES AND TERMS

7.99.4 DS1/DS3 REGIONAL COMMITMENT PROGRAM (GRANDFATHERED)

(T)

Customers with rate stabilized RCP are Grandfathered when the RCP is established or the customer provided the Company with a signed service acknowledgement form prior to August 16, 2002. Rate stabilized RCP requested prior to August 16 will be Grandfathered if implemented by September 1, 2002. The rates for the customer's Grandfathered RCP include the entire eligible DS1/DS3 Service and is rate stabilized at the month-to-month rate on the date the RCP became effective. Price increases will not apply to the Grandfathered rate stabilized RCP customers during the term of the RCP.

Rate reductions to the month-to-month rate will apply to all RCP customers if their existing rate is higher.

7. PRIVATE LINE TRANSPORT SERVICE

7.99 GRANDFATHERED SERVICES AND TERMS (Cont'd)

7.99.13 REGIONAL COMMITMENT PROGRAM (RCP)(GRANDFATHERED 2010) (N)

A. Regional Commitment Program (RCP) (T-M)

The following terms, conditions and rates apply to the Regional Commitment Program (RCP) established on or after February 1, 2006 and before May 31, 2010, the date it is grandfathered to new customers. (M)
(C-M)
(C-M)

1. Description (M)

A RCP is an optional pricing plan that allows DS1 and/or DS3 customers to receive 22% price reductions for committing to a minimum quantity of DS1 and/or DS3 circuits provided to customer under Sections 7 and 17 of this Tariff for a 48-month term. The price reductions are taken from the month-to-month rates provided under Sections 7 and 17 of this Tariff for the DS1 and DS3 circuits. Customers have the option of having RCP DS1 and/or DS3 rates stabilized or non-rate stabilized. Rate stabilized means rates are set at the then current month-to-month rates on the date the RCP becomes effective and customers will not receive rate increases or decreases during the term of the RCP. Non-rate stabilized means customers will receive rate increases and decreases if the month-to-month rates change during the term of the RCP.

A circuit is identified as a point-to-point connection and may consist of a Channel Termination, Channel Termination and Transport Channel or Transport Channel only. DS1 and DS3 circuits must be committed to, counted, and credited separately by DS1 and DS3 Service.

For DS1 Service, a customer must commit to a minimum of 90% of their total Company-provided in-service DS1 Service circuits provided under Sections 7 and 17 of this Tariff within the Company's 14-state region. For DS3 Service, a customer must also commit to a minimum of 90% of their total Company-provided in-service DS3 Service circuits provided under Sections 7 and 17 of this Tariff within the Company's 14-state region.

The commitment level and RCP credit only apply to Company-provided service provided under Sections 7 and 17 of this Tariff in the 14-state region. The customer has various options for maintaining the 90% commitment level of DS1 circuits and DS3 circuits as described in 4., following. The RCP credit applies to 100% of the DS1 and DS3 Services, except for the services identified in 2.a., following. (M)

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7. PRIVATE LINE TRANSPORT SERVICE

7.99 GRANDFATHERED SERVICES AND TERMS

7.99.13 REGIONAL COMMITMENT PROGRAM (RCP)(GRANDFATHERED 2010)

A. Regional Commitment Program (RCP)

1. Description (Cont'd)

At the time a DS1 Services RCP is first established for a new DS1 Services RCP customer, all of the customer's Variable Term Pricing Plans (VTPP) and month-to-month DS1 Services must be converted to RCP. Once the DS1 RCP has been established, DS1 customers may choose to move qualifying RCP DS1 circuits to a VTPP. However when a DS1 is ordered subsequent to the establishment of a DS1 Services RCP and facilities or equipment are not available at the time of the customer's request, the new DS1 circuit(s) must complete a VTPP prior to inclusion in any RCP.

At the time a DS3 Services RCP is first established for a new DS3 Services RCP customer, all of the customer's VTPP and month-to-month DS3 Services must be converted to RCP. However when a DS3 is ordered subsequent to the establishment of a DS3 Services RCP and facilities or equipment are not available at the time of the customer's request, the new DS3 circuit(s) must complete a VTPP prior to inclusion in any RCP, as specified in 2.h., following.

Renewal of existing DS3 Services RCP, will only convert the customer's month-to-month DS3 Services to RCP. The RCP customer's DS3s still completing VTPP commitments will not convert to the renewing RCP until the VTPP is fulfilled.

A customer can have only one RCP in effect at a time.

(N)
(T)(M)

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7. PRIVATE LINE TRANSPORT SERVICE

7.99 GRANDFATHERED SERVICES AND TERMS

7.99.13 REGIONAL COMMITMENT PROGRAM (RCP)(GRANDFATHERED 2010)

A. Regional Commitment Program (RCP)(Cont'd)

(N)
(T-M)

2. Terms and Conditions

(M)

- a. Grandfathered features and services, such as capacity service, are not included in the RCP monthly recurring calculations. The following DS1 Services are also excluded from the RCP calculations.

- Automatic Loop Transfer
- D.C. Line Power
- Transfer Arrangement
- Free-Framed DS1 Service

- b. During the commitment period of 48 months, the customer's RCP services may be moved as set forth in 7.1.1.D. All applicable nonrecurring charges for the move will apply. The monthly rates for the moved RCP service will not change simply because the customer moved the service. The Termination Liability and Waiver Policy, as set forth in 7.1.8, will not apply to DS1 and DS3 Service moves under RCP.

- c. Requests or orders to establish RCP, received by the close of business on the 15th of the month, will be effective with the following month's billing periods. For each billing period, RCP customers will then receive credit on their next month's billing for RCP. Except those services/features specified in a., preceding, all rate elements described in 7.11.4 and 7.12.4 are included in the calculation of the RCP credit. DS1 and DS3 credits are calculated and applied separately. Use the following method to calculate the credit amount.

- Determine the total eligible monthly billing for Services in a bill issued in the particular calendar month for which the RCP credit calculation is made.
- Divide the Services' total eligible monthly billing by the total number of in-service circuits as of the date the bill for the total eligible monthly billing amounts was issued. That figure is the average price.
- Multiply the average price times the number of circuits in-service as of the date the bill for the total eligible monthly billing amounts was issued, then
- Multiply the result times 22%.

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7. PRIVATE LINE TRANSPORT SERVICE

7.99 GRANDFATHERED SERVICES AND TERMS

7.99.13 REGIONAL COMMITMENT PROGRAM (RCP)(GRANDFATHERED 2010)

A. Regional Commitment Program (RCP)

2. Terms and Conditions(Cont'd)

- d. The report used to determine the eligible monthly billing is created following the end of each calendar month by separately totaling all of the eligible monthly charges for DS1 and DS3 Service, as applicable, included in bills generated in that calendar month. The bill date for those bills may occur on various dates in the calendar month and may not reflect order activity involving moves, additions, changes or deletions occurring during that calendar month or delays in posting of order activity in Qwest's systems. RCP credit and shortfalls may not appear on the customer's immediate next month's bill after order activity involving moves, additions, changes or deletions because of delays in posting the order in the Company's billing system. Previous month's RCP billing totals will not be recalculated for order activity involving moves, additions, changes or deletions or when order posting is delayed; however, fractional charges will be reflected on the bill when the order posts to the billing system.
- e. At the end of the RCP term, the DS1/DS3 Services may be converted to a new RCP at the rates in effect at the time the new RCP is established. An extension of the existing RCP with existing RCP rates is not available. If the customer does not subscribe to a new RCP, the RCP credit will no longer be applied to the customer's bill(s).
- f. Following are the only situations in which a customer may change responsibility of an RCP. Customers with a grandfathered RCP will be converted to the current RCP offering when a change of responsibility takes place.
- (1) If a customer's entire business is sold or a merger/acquisition takes place, the following applies.
- If the new owner does not continue RCP(s), Termination Liability applies.
 - If both companies are in RCPs, the plans are combined and renegotiated to the then-current RCP terms and conditions.
 - If the new owner is not under an RCP(s) and the sale or merger/acquisition takes place, the commitment level of the company with the RCP will be increased by 90% of the total Company-provided in-service DS1 and/or DS3 Service circuits provided under Sections 7 and 17 of this Tariff within the Company's 14-state region of the company without the RCP on the first day of the month following the addition.

(N)
(T-M)
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7.99 GRANDFATHERED SERVICES AND TERMS

7.99.13 REGIONAL COMMITMENT PROGRAM (RCP)(GRANDFATHERED 2010)

A. Regional Commitment Program (RCP)

2.f. Terms and Conditions(Cont'd)

- (2) If a customer (Customer A) permits a transfer of use of their service, specified in 2.1.2, to another customer (Customer B) and (1), preceding, does not apply, when there is an RCP on one or both of the customers' services, the following applies.

- If Customer B does not have existing service(s) with an RCP(s) and does not renegotiate Customer A's RCP(s) for another 48 months, Termination Liability applies on the Customer A Service(s) as specified in 7.1.8.
- If Customer B already has service(s) with RCP(s), the plans are combined and renegotiated to the then-current RCP terms and conditions.
- If the preceding conditions are met, and Customer A still has in-service circuits, the RCP(s) must be retained until the expiration date or Termination Liability charges apply to the remaining in-service circuits. Customer A may lower its commitment level by the number of in-service circuits transferred to Customer B and Termination Liability charges do not apply to those transferred circuits if Customer B has entered into a new RCP for the transferred circuits.

- g. Customers with DS3 RCP may also have DS1 RCP, and visa versa. The circuits are not added together for the credit calculation, however they are considered to be one RCP. The DS1 and DS3 circuits are calculated separately to determine the credit amounts. When both apply, two credits will appear on the customer's bill.

- h. When DS3 facilities or equipment are not available at the time of the customer's request, new DS3 Service circuits must complete a VTPP prior to inclusion in an RCP.

3. Commitment Level

- a. RCP is established by committing a minimum of 90% of the customer's aggregate Company-provided in-service DS1 circuits, and/or their aggregate Company-provided in-service DS3 circuits for a term of 48 months. The commitment level of 90% applies to all in-service DS1/DS3 circuits. The actual quantity will be adjusted monthly or annually to reflect 90% of the current Company-provided in-service circuits except as specified in 4., following.

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7. PRIVATE LINE TRANSPORT SERVICE

7.99 GRANDFATHERED SERVICES AND TERMS

7.99.13 REGIONAL COMMITMENT PROGRAM (RCP)(GRANDFATHERED 2010)

A. Regional Commitment Program (RCP)

3. Commitment Level(Cont'd)

- b. This commitment level will remain for the duration of the term unless adjusted as set forth in 4., following. The calculation for DS1 and DS3 commitment levels is the same. For example, a customer with 1000 in-service DS1 circuits must commit to a minimum of 900 DS1 circuits in-service for 48 months.
- c. For each month the in-service circuits fall below the commitment level, the customer will be charged a shortfall on their next month's billing. To calculate the shortfall amount, determine the average price as specified following and in accordance with the general terms and conditions for calculating total eligible monthly billing, in-service circuits and the average price in 2.c and d, preceding. Multiply the average price times the difference between the commitment level and the in-service circuits. The applicable shortfall charge(s) appears on the next month's billing.

For example, a customer who commits to 350 DS1 Service circuits but only has 250 in-service is charged a shortfall level of 100 circuits (i.e., 350 circuit commitment less 250 in-service DS1 Service circuits).

In this example, the total eligible monthly billing of \$95,000 is divided by 250 in-service DS1 Service circuits to equal an average price of \$380. The average price of \$380 is then multiplied by the shortfall of 100 which equals the shortfall charge of \$38,000.

Further the RCP credit is determined by multiplying the average price of \$380 by the circuit commitment level of 350. That calculation equals \$133,000. Multiply \$133,000 times 22% which equals the RCP credit of \$29,260. Even though there is a shortfall, the bill will show the full RCP credit.

The shortfall charge of \$38,000 and the RCP credit of \$29,260 will appear on the RCP customer's next months billing.

If a customer's shortfall is due to the sale of serving wire centers or exchanges of both end-points of the circuit, a shortfall charge will not apply.

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7.99 GRANDFATHERED SERVICES AND TERMS

7.99.13 REGIONAL COMMITMENT PROGRAM (RCP)(GRANDFATHERED 2010)

A. Regional Commitment Program (RCP)(Cont'd)

(N)
(T-M)

4. Adjusting the Commitment Level

(M)

a. Increasing the RCP Commitment Level

At the customer's written request, the Company will validate the customer's commitment level either monthly or annually to ensure that the customer maintains the 90% minimum commitment. If customer selects the monthly option, the Company will automatically increase the circuit commitment level each month that the in-service circuits increase in quantity except as specified for DS3 in 2.h., preceding. If the number of DS1/DS3 circuits has decreased from the previous month's commitment level, the commitment level will not decrease.

If customer selects the annual option, the Company will validate the commitment level annually to ensure that the customer maintains the 90% minimum commitment. At the time of the annual review, the commitment level will be changed by the Company to reflect 90% of the current in-service DS1/DS3 circuits if the number of Company-provided circuits has increased from the previous year. If the number of DS1/DS3 circuits has decreased from the previous year, the commitment level will remain the same for the next 12 months.

b. Decreasing the RCP Commitment Level

The circuit commitment level may be decreased by notifying the Company in writing, however, Termination Liability may apply as set forth in 5., following, and 7.1.8. A decrease in the commitment level will not change the expiration date of the RCP. Decreases in the commitment level, when notice is received by the close of business on the 15th of the month, will be effective the first day of the following month. If the serving wire centers or exchanges of both end points of a circuit are sold, the commitment level will be decreased by the number of circuits included in such sale. If a customer's decrease in the commitment level is due to the sale of serving wire centers or exchanges, Termination Liability will not apply.

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7. PRIVATE LINE TRANSPORT SERVICE

7.99 GRANDFATHERED SERVICES AND TERMS

7.99.13 REGIONAL COMMITMENT PROGRAM (RCP)(GRANDFATHERED 2010)

A. Regional Commitment Program (RCP)(Cont'd)

(N)
(T-M)

5. Termination Liability and Waiver Policy[1]

(M)

- a. A discontinuance of all DS1 and DS3 Services under the RCP before the expiration date will result in the application of the Termination Liability as set forth in 7.1.8, following. The Termination Liability percentage is 50% for DS1 and DS3 Service under RCP. A decrease in the commitment level before the expiration date will also result in the application of the Termination Liability. The Waiver Policy, as set forth in 7.1.8, following does not apply to the discontinuance of all DS1 and DS3 Services under the RCP.
- b. For example, to determine the Termination Liability in 7.1.8 for a decrease in the commitment level, multiply the number of decreased circuits by the average price, then multiply the number of months remaining in the RCP and then multiply the amount by 50%. For example, a decrease of 100 DS1 Service circuits multiplied by the average price of \$380 times 10 remaining months times 50% (Termination Liability) equals \$190,000.
- c. DS1/DS3 Services included in an RCP may be migrated to other Company provided services (including without limitation, migrations due to the availability of Company replacement technologies) and the commitment level may be reduced by a number of circuits migrated to other Company provided services, at the customer's request, without incurring Termination Liability if the customer satisfies the conditions specified in the Waiver Policy, set forth in 7.1.8, following. One of the conditions of the Waiver Policy for migrations to other services is that the total value of the new service must be equal to or greater than 115% of the remaining value of the discontinued DS1/DS3 Services under the existing RCP.
- d. To determine the remaining value of the DS1 and DS3 Services under RCP, multiply the number of decreased circuits by the average price, then multiply the number of months remaining in the RCP. For example, a decrease of 100 DS1 Service circuits multiplied by the average price of \$380, times 10 remaining months, times 115% (Waiver Policy) equals \$437,000. The value of the new services must be \$437,000 or greater to waive the Termination Liability.
- e. If the Waiver Policy does not apply, a reduction in the RCP commitment level by the number of circuits migrated to other Tariffed services will incur Termination Liability.

[1] DS1 customers may elect to move off of RCP to a DS1 VTPP without application of RCP TLA.

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7.99 GRANDFATHERED SERVICES AND TERMS

7.99.13 REGIONAL COMMITMENT PROGRAM (RCP)(GRANDFATHERED 2010)

A. Regional Commitment Program (RCP)(Cont'd)

6. Converting VTPP to RCP

At the time a new RCP customer establishes its first RCP, all of the customer's VTPP Services will be converted to RCP at the rates in effect as of the RCP establishment date. Termination Liability will not apply for those services converted to RCP. An RCP new minimum period applies.

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(T-M)

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(M) Certain material found on this page formerly appeared on Page 7-107.

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