

## ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan#25.3.1 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 25.3. References to other sections of Section 25.3 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 25.3.7 following. A **Final True-Up** shall be conducted in accordance with Section 25.3.14(B)(1) following.
- (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 25.3.7(C)(1) following.

# Effective November 1, 2011, new subscriptions to NDP are no longer permitted. NDP Customers subscribed as of November 1, 2011 may continue with their existing subscriptions. If at any time an existing NDP Customer terminates its NDP, that customer may not re-subscribe to NDP.

(X) Under authority of Special Permission No. 12-XXX, withdraws material filed under Transmittal No. 24 before it becomes effective and reinstates existing language.

Issued: May 21, 2012

Effective: May 22, 2012

(This page filed under Transmittal No. 25)  
Vice President, Government and Regulatory Affairs  
180 S. Clinton Ave., Rochester, NY 14646

(X)  
(X)

## ACCESS SERVICE

25. Discount Plans (Cont'd)25.3 National Discount Plan# (Cont'd)25.3.14 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 25.3.14 including providing written election of its subscription to the Renewal Benefit Option as set forth in Section 25.3.14(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 25.3.13 preceding.

## (B) Renewal

The NDP Customer's election to renew its NDP for another Renewal Term under Section 25.3.14(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 25.3.14(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. (X)

- (1) The Telephone Company will conduct a final Annual True-Up for Plan Year 5 in accordance with Section 25.3.7 preceding (Final True-Up), except that such Final True-Up shall not include the following steps:
  - (a) the Commitment Buy-Up option as set forth in Section 25.3.7(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 25.3.14(C) following, where the NDP Customer provides timely notice of its election under Section 25.3.14(A) preceding, the NDP Customer may change the Commitment Matrix to any available Commitment Matrix option. (X)

# Service availability is limited. Refer to # footnote on page 25-53.

(X) Under authority of Special Permission No. 12-XXX, withdraws material filed under Transmittal No. 24 before it becomes effective and reinstates existing language.