

ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.12 Optional National SLA Plan for Qualifying Services (Cont'd)

(N) #

(A) General (Cont'd)

(8) Threshold Measurements

- (a) Threshold measurements for a customer for the "DS1" Service Category under (C)(3), (D) and (E)(3) following will include the "DS1" Qualifying Services measured under the Optional National SLA Plans for Qualifying Services set forth in this Section 7.4.12 and the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 14, Section 5.6.20, and Tariff F.C.C. No. 16, Section 7.2.8, for the customer and the entities that control, are controlled by, or are under common control with, the customer.

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- (b) Threshold measurements for a customer for the "DS3" Service Category under (C)(3), (D) and (E)(3) following will include the "DS3" Qualifying Services measured under the Optional National SLA Plans for Qualifying Services set forth in this Section 7.4.12 and the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 14, Section 5.6.20 and Tariff F.C.C. No. 16, Section 7.2.8, for the customer and the entities that control, are controlled by, or are under common control with, the customer.

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- (9) Except as provided in Section 7.4.12(E)(4), the Optional National SLA Plan measurement period will be based on a calendar month.

(N) #

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.12 Optional National SLA Plan for Qualifying Services (Cont'd)(B) Subscription and Term of the Optional National SLA Plan

(N) #

(1) To participate in the Optional National SLA Plan, the customer must submit a subscription, in writing, to the Telephone Company during the open subscription period identified in (B)(5) 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 Optional National SLA Plan.

(2) In order for a customer to subscribe to the Optional National SLA Plan under this tariff, the customer also must subscribe to the Optional National SLA Plans for Qualifying Services set forth in the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 14, Section 5.6.20, and Tariff F.C.C. No. 16, Section 7.2.8, to the extent the customer at any time while this Optional National SLA Plan is in effect subscribes to services that are eligible for inclusion in such other Optional National SLA Plans.

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(3) In order for a customer to subscribe to the Optional National SLA Plan under this tariff, all of the entities that control, are controlled by, or are under common control with, the customer also must subscribe to the Optional National SLA Plans for Qualifying Services set forth in the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12, Tariff F.C.C. No. 14, Section 5.6.20, and Tariff F.C.C. No. 16, Section 7.2.8, to the extent that the entities that control, are controlled by, or are under common control with, the customer at any time while this Optional National SLA Plan is in effect subscribe to services that are eligible for inclusion in such Optional National SLA Plans.

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(4) As a condition for participation in the Optional National SLA Plan, the customer and each of the entities that control, are controlled by, or are under common control with, the customer must maintain a minimum of 80% electronic transactions per calendar month (80% of the combined total order and repair activity measured under the measurements in (C), (D) and (E) following). A failure by the customer or any of the entities that control, are controlled by, or are under common control with, the customer to maintain this minimum electronic transaction level for three (3) consecutive calendar months will result in termination of the subscriptions to the Optional National SLA Plan of the customer and the entities that control,

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7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)

(N) #

7.4.12 Optional National SLA Plan for Qualifying Services (Cont'd)

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

- (6) A customer may terminate its subscription for the Optional 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 Optional National SLA Plan, the customer must also terminate its subscription to the Optional National SLA Plans for Qualifying Services under the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 14, Section 5.6.20, and Tariff F.C.C. No. 16, Section 7.2.8. The customer's notice of termination of its subscription under any of the Optional National SLA Plans for Qualifying Services under this tariff or the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 14, Section 5.6.20, and Tariff F.C.C. No. 16, Section 7.2.8, shall be deemed to be notice of the customer's termination of its subscription under all of these plans. The customer's notice of termination of its subscription under any of the Optional National SLA Plans for Qualifying Services under this tariff or the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 14, Section 5.6.20, and Tariff F.C.C. No. 16, Section 7.2.8, also shall be deemed to be notice by the entities that control, are controlled by, or are under common control with, the customer of their termination of their subscriptions under all of these plans. If a customer terminates its subscription to the Optional National SLA Plan, following such termination, the customer may not resubscribe to the Optional National SLA Plan and the entities that control, are controlled by, or are under common control with, the customer may not subscribe or resubscribe to the Optional National SLA Plan.

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