

ACCESS SERVICE
CHECK SHEET

The Title Page and Pages 1 through 35-6 inclusive of this tariff are effective as of the date shown. The Original and revised pages named below and on Supplement No. 1 contain all changes from the original tariff that are in effect on the date shown.

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* New or revised page.

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32. Contract Tariffs (Cont'd)32.29 Contract Tariff Option 52

(N)

A. Scope

Subject to the terms and conditions set forth herein, the Telephone Company hereby agrees to provide certain benefits on certain services offered by the Telephone Company pursuant to this Tariff. In consideration for such benefits, and subject to the terms and conditions of this Tariff, this Agreement and the Contract Tariff, the Customer hereby agrees to abide by the requirements set forth in further detail herein.

B. Eligibility

The Customer must meet all of the following criteria in order to be eligible to receive the benefits as described in the following sections and other benefits as described herein.

1. The Customer must maintain an active subscription to a Commitment Discount Plan (CDP) as described and contained in Section 25.1 of this Tariff.
2. The Customer must have at least five hundred thousand (500,000) DS0 equivalents, as defined in Section 25.1 of this tariff as of the effective date of this agreement.
3. The Customer must submit a subscription to this plan between the dates of March 15, 2013 and April 30, 2013.

C. Commitment Period

Subject to any early termination as set forth in Section J. following, the "Commitment Period" shall commence on the Effective Date and run for the duration of the Customer's Commitment Period under its then active CDP (the "Initial Commitment Period"). Following expiration of the Initial Commitment Period, the Parties may extend the Commitment Period for an additional twelve (12) months (the "Extended Commitment Period") upon mutual agreement and extension or renewal of the CDP. Both the Initial Commitment Period and the Extended Commitment Period may be referred to together hereinafter as the Commitment Period.

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(N)

D. Services Subject to the Plan

Services as contained in this Tariff and eligible for special rates under the Customer's CDP are subject to the plan.

E. Serving Area

Notwithstanding any other provision of this Agreement, any benefits will be provided only in the Metropolitan Statistical Areas ("MSAs") that have achieved Phase 1 or Phase II pricing flexibility under the Telephone Company's Tariffs in accordance with Applicable Law. Any additions of, or changes to, the MSAs (including changes to wire centers or Level 1/Level 2 pricing status as described in the Tariff) that occur during the Service Period of this Agreement will apply.

F. Technology Migration

The Customer may, during the Commitment Period of this Contract Tariff, conduct a technology migration for services purchased from the Telephone Company. A technology migration is defined as when the Customer terminates services subject to this Contract Tariff and orders new Carrier Ethernet Services ("CES") (installed on or after August 1, 2011) from the Telephone Company or its affiliates. For purposes of this Agreement, CES will apply to Ethernet Services purchased by Customer for purposes of serving both its wireline (e.g. Ethernet to enterprise) and wireless (e.g. Ethernet for Cell Site Backhaul) purposes. In the case of such Customer Technology Migration, the Customer may use the new CES services to meet its Commitment under Customer's CDP as contained in Customer's CDP subscription form. Such CES may be used as contributing to Customer's Commitment pursuant to conversion of the bandwidth per Ethernet EVC to DSn equivalents purchased by Customer as stated in the following table:

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(N)

CES DS_n Equivalents

<u>Per Ethernet EVC</u>	<u>DS_n to E-Line Equivalency</u>
5M	67
10M	134
20M	269
50M	672
100M	1344
150M	2016
200M	2688
300M	4032
400M	5376
500M	6720
1,000M 1 GE	13440
5,000M 5 GE	67200
10,000M 10 GE	134400

G. Tariffs

This Tariff may be as amended from time to time, and such amended rates, terms and conditions for the Services shall apply to this Agreement and the Contract Tariffs upon the effectiveness of such change to the Tariff.

H. Cancellations

Cancellation of this Agreement by the Customer will result in the application of Termination Liability as set forth in Section K. following.

I. Shortfall Liability

Shortfall Liability applies as stated in the Customer's CDP plan. The Customer may use any or all DS_n equivalents as defined in Section F. to meet its Minimum Commitment under the Customer's CDP plan. Early termination liability on an individual order basis may apply pursuant to terms of the Tariff.

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(N)

J. Mergers, Acquisitions, Divestitures, and Other Changes in Control of Customer

Only the Customer ACNAs listed in the Customer's CDP subscription form are included in calculation of the Customer's minimum commitment under this plan. If the Customer experiences either of the following changes in control, the ACNAs associated with such change in control will not be added or removed from the calculation of the Customer's Minimum Commitment under this Option unless the Telephone Company and the Customer agree in writing to such addition or removal:

1. The Customer merges with, acquires, or otherwise gains an interest (whether through stock, assets, or otherwise) in one or more ACNA(s), entities, or unaffiliated third parties; or
2. The Customer sells or otherwise divests one or more ACNA(s), or a line of business, division, affiliate or other interest.

K. Other Tariff Arrangements

Other than the terms set forth herein, nothing herein shall modify the terms and conditions of the Tariffs, including the application of any termination or shortfall penalties that apply in accordance with the Tariffs, including under any plans or other options.

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